

884
28/5/13

829
24-5-2013

(Rupees Eighteen Lakhs Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO. 1 & 16, SAPANA TERRACES C.A.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 405 002
D-5/STP(V)/C.R./35/33/2011-RD

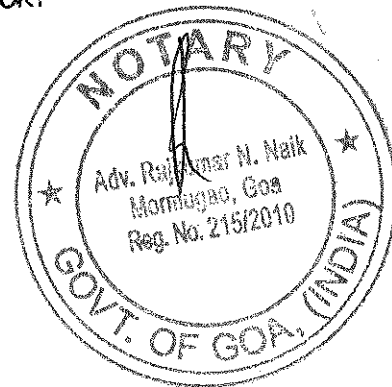
NON JUDICIAL
MAY 16 2013
13:52
R. 1800000/- PB7122
INDIA STAMP DUTY GOA

CERTIFIED TRUE COPY

Name of Purchaser: **M/S TRINITAS REALTORS
INDIA PRIVATE LIMITED**

FOR CITIZEN CREDIT
CO-OP BANK LTD.

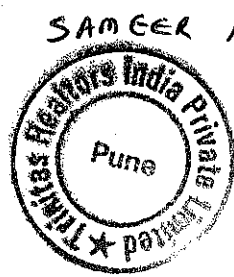
[Signature]
AUTHORISED SIGNATORY



Serial No. **829/2013**
Presented at the Office of the
Sub-Registrar of **Mormugao**
Between the hours of **11-15 a.m.**
at **11.50 a.m.** on **24-5-2013**

Received fees for Rs. _____ Ps. _____
Registration **1,50,00,000=00**
Copying (Folios) **60** **90=00**
Copying endorsements **10=00**
Postage _____
Total Rs **1,50,00,000=**

[Signature]
comendes
SUB-REGISTRAR
MORMUGAO



SAMEER MUTTHA

comendes
24/5/2013
SUB-REGISTRAR
MORMUGAO

DEED OF EXCHANGE

[Signature]

[Signature]

(Rupees Eighteen Lakhs only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.
SWATNTRA PATH, VASCO-DA-GAMA
GOA - 403 002

- 2 -
01273
125281

NON JUDICIAL
MAY 18 2013



13:53

R. 1800000/- PB7122

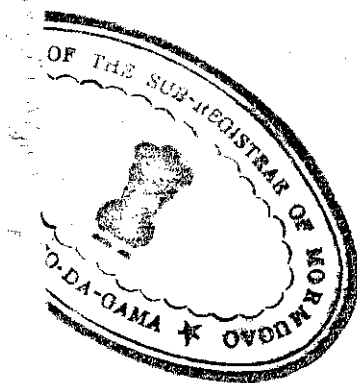
D-5/ST(V)/C.R./35/33/2011-RD

INDIA STAMP DUTY GOA

Name of Purchaser: MIS TRINITAS REALTORS
INDIA PRIVATE LIMITED

FOR CITIZEN CREDIT
CO-OP BANK LTD

AUTHORISED SIGNATORY



-2-

This DEED OF EXCHANGE is made at Vasco da Gama on this 24th
day of May of the year Two thousand and Thirteen.



(Rupees Eighteen Lakhs Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
-3-
SHOP NO. 1 & 16, SAPANA TERRACES C.A.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 802
D-5/STP(V)/C.R./35/33/2011-12

भारत 01274 NON JUDICIAL
120286 MAY 19 2013
13:54
R. 1800000/- PB7122
INDIA STAMP DUTY GOA

Name of Purchaser: MIS TRINITAS REALTORS
INDIA PRIVATE LIMITED

FOR CITIZEN CREDIT
CO-OP BANK LTD
[Signature]
AUTHORISED SIGNATORY

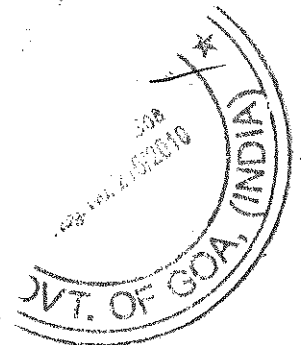


-3-

BETWEEN

M/s. Zuari Global Limited, a Company incorporated under the
Companies Act, 1956 and having its registered office at Jai Kisaan

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(Rupees Eighteen Lakhs Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SIPANA TERRACES C.H.S.L.
SHANTANTRA PATH, VASCO-DA-GAMA
GOA - 403 602

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MAY 18 2013



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D-5/STP(V)/C.R./25/33/2011-RD

R. 1800000/- P87122

INDIA STAMP DUTY GOA

Name of Purchaser: M/S TRINITAS REALTORS
INDIA PRIVATE LIMITED

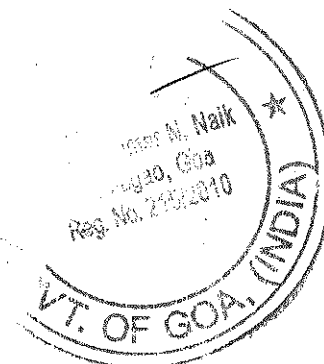
FOR CITIZEN CREDIT
CO-OP BANK LTD

AUTHORISED SIGNATORY



-4-

Bhawan, Zuarinagar, Goa, and having Pan No. AAACZ0306P
hereinafter called as "FIRST PARTY" (which expression shall



(Rupees Eighteen Lakhs Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 002

D-5/STP(V)/C.R./25/23/2013-RD

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189283

NON JUDICIAL
MAY 18 2013



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R. 1800000/- PB7122

INDIA

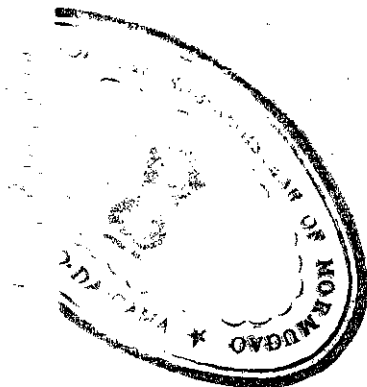
STAMP DUTY

GOA

Name of Purchaser: M/S TRINITAS REALTORS
INDIA PRIVATE LIMITED

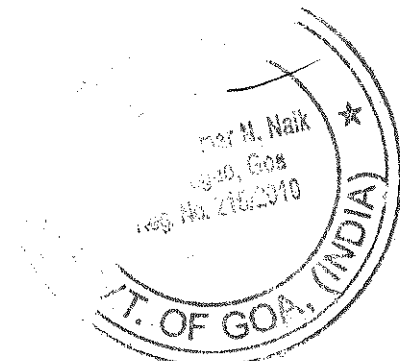
FOR CITIZEN CREDIT
CO-OP BANK LTD

AUTHORISED SIGNATORY:



-5-

unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented herein



by its Company Secretary, Mr. Swapnil Yelgaonkar, s/o Ashok Yelgaonkar, 27 years of age, residing at Zuarinagar Goa, of the ONE PART;

AND

M/s. Trinitas Realtors India Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Floor No. 8, Muttha Chambers II, Senapati Bapat Road, Pune-411016, and having Pan No. AACCT9834C hereinafter called as "**SECOND PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented herein by its Director Mr. Sameer Shantilal Muttha, son of Mr. Shantilal Muttha, 34 years of age, as per Board Resolution dated 22nd April 2013 of the OTHER PART.

The abovementioned parties may, wherever the context permits, be jointly referred to as Parties and severally as Party.

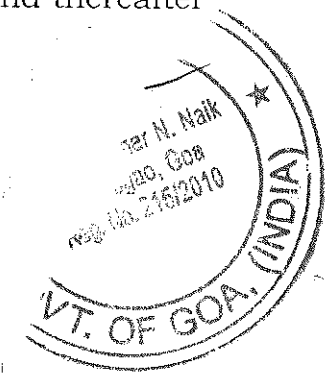
WHEREAS the FIRST PARTY is absolutely seized and possessed of property totally admeasuring 1,73,225 sq.mts comprising of 44,300 sq.mts in Survey No. 197/1 and 1,28,925 sq.mts in Survey No. 198/1 which is more fully described in SCHEDULE I appearing hereinafter and delineated in red in the Plan I annexed hereto and is hereinafter, for the sake of brevity, referred to as EXCHANGE PROPERTY-I.

WHEREAS the EXCHANGE PROPERTY - I formed part and parcel of the bigger property admeasuring 499 Ha. 9500 sq.mts. purchased by the FIRST PARTY vide Conveyance Deed dated 31/3/1971 registered before the Sub-Registrar of Mormugao, bearing registration No.167, at pages 335 to 358 of book 1 Volume 9 dated 26-06-1971, in the name of Zuari Agro Chemicals Limited (name changed to Zuari Industries Limited w.e.f. 12-2-1998 and thereafter to Zuari Global Limited w.e.f. 26-06-2012).



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AND WHEREAS the SECOND PARTY by virtue of a Deed of Sale dated 23/07/2012 registered with the Sub Registrar of Mormugao under No.1016 at pages 213 to 228 of book No.I, Volume 1426 dated 12-08-2012, are absolutely seized and possessed, of the property of land admeasuring 2,29,875 square meters bearing survey No. 194/1-A of Village Sancoale identified as "Patan" or "Pattona" or "Palona" situated at Sancoale , within the limits of Village Panchayat of Sancoale, Taluka of Mormugao, District South Goa in the State of Goa which property is described in detail in the Schedule II hereunder written and delineated in yellow in the Plan II attached hereto and hereinafter, for the sake of brevity, referred as "EXCHANGE PROPERTY-II".

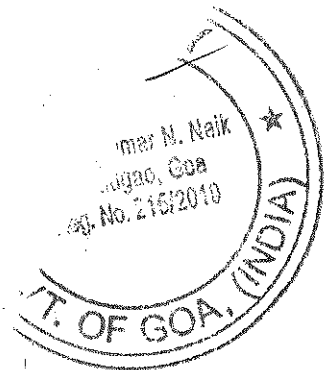
AND WHEREAS the EXCHANGE PROPERTY-II was part of the larger portion of land identified as "Patan" or "Pattona" or "Palona" and was described in land description No. 121 Book B 1 old and is found permanently described in favour of Mr. Vishnu Naique which property was given in exchange by Monocomica Naiquinim, widow of Raiu Naique, proprietor, resident of Margao, which property was received from said Vishnu and his wife Godavary Naiquini, the property No. 1272 New and referred to 1/6th part of the property No. 10732 old having been allotted upon the partition of the properties which took place upon the death of his brother, said Raiu Naique who was married, proprietor and resident of Margao which is duly reflected in Public Deed of Gift, Partition, Declaration cum adoption dated 24/12/1934.

AND WHEREAS the EXCHANGE PROPERTY-II was part of the larger portion of land described in Land Description No. 121 Book B 1 old, found inscribed permanently in favour of Mr. Vishnu Naique under No. 9572 as transfer/transmission of the property No. 121 and 1/6th part of the property No. 10732, both already described respectively at page 237V of Book b No.1 and page 61V of Book B No. 40 of old series.



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AND WHEREAS the above referred property No. 121 was allotted to the said Monocomica Naiquinim towards her half share upon the Division/Partition of the properties which took place upon the demise of her husband Raiu Naique and 1/ 6th part of the referred to property No. 10732 was allotted to the same Raiu Naique upon the Division/Partition of the properties which took place upon the death of his mother Satibhama Naquinim, widow resident of Margao.

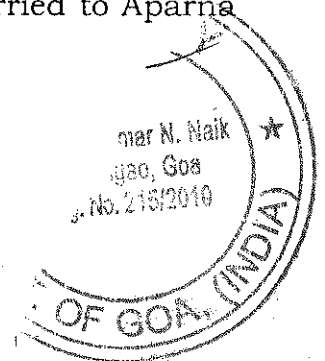
AND WHEREAS the aforesaid inscription was made on the basis of two public deeds found drawn, the one from the notes of Substitute Notary of Judicial Division of Salcete, Jose Ligorio da Natividade Dias drawn on 8th of June of the year one thousand nine hundred and four(1904) from page 5V onwards of the book 198 and other from notes of the said Notary from same Judicial Division (Comarca) of Silva Coelha drawn on 30th October of one thousand eight hundred and ninety three (1893) at folio 49V inwards of book No. 143.



AND WHEREAS a Public Deed of Gift, Partition, Declaration cum adoption dated 24/12/1934 was drawn wherein it is seen that the aforesaid Shri Vishnu Naique along with his wife Godavary Naiquinim, having no male child, had adopted as their son who was their grandson Vishnu Bhandari, son of Anandibai Bhandari and her husband Fotu Bhandari and after taking into adoption their grandson was conferred with a new name as "Anand Vishnu Naique" for official use from the date of execution of Adoption Deed for enjoyment of all the rights under law. Ever since said Anand Vishnu Naik enjoyed all the rights, titles and privileges flowing through the Public Deed of Gift /Partition Declaration cum Adoption dated 24/12/1934.

AND WHEREAS Anand Vishnu Naik was married to Malini Sunderao Dessai who expired leaving behind her husband as her moiety holder and their son Mohan Anand Naik married to Aparna Ashok Borkar as her only heirs.

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AND WHEREAS vide Deed of Sale dated 12-03-2007, Anand Vishnu Naik and Mohan Anand Naik along with his wife Aparna Ashok Borkar sold the said entire larger portion of 2,37,025 sq. mts of land bearing survey No. 194/1 to Mr. Sadiq Sheikh and his wife Mrs. Sadia Sheikh.

AND WHEREAS vide Deed of Sale dated 08-12-2008, Mr. Sadiq Sheikh and his wife Mrs. Sadia Sheikh sold the said entire larger portion of 2,37,025 sq. mts of land bearing survey No. 194/1 to M/s. Good Earth Developers.

AND WHEREAS M/s Good Earth Developers had obtained various licenses, permissions, sanads, NOC's with respect to the development of the entire property admeasuring 2,37,025 sq.mts.

AND WHEREAS Good Earth Developers sub-divided the entire larger portion of land and vide Deed of Sale dated 23/07/2012 sold an area of 2,29,875 sq. mts, consisting of the sub-divided plot nos. A-I, amenities plot, the A2 Zone plot and the area reserved for proposed road and approved under MPDA No. MPDA/7-G-85/11-12/62 dated 8-04-2011 and Village Panchayat of Sancoale vide No. 7(B)3 dated 30-04-2011, to the SECOND PARTY alongwith all the rights and titles incidental thereto .

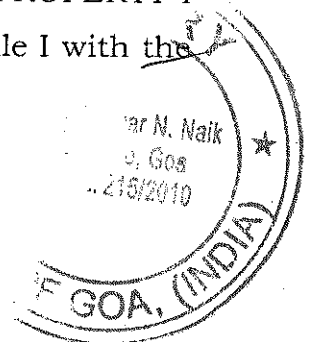
AND WHEREAS the SECOND PARTY initiated Partition proceedings and new survey No. 194/1-A was allotted to the area of 2,29,875 sq. mts. which is the EXCHANGE PROPERTY-II.

AND WHEREAS the SECOND PARTY has approached the FIRST PARTY with a proposal of exchange, as the EXCHANGE PROPERTY-II is adjacent and continuous with the other lands and staff residencies of the FIRST PARTY and can be better utilized by the FIRST PARTY for future development.

AND WHEREAS the FIRST PARTY and SECOND PARTY have mutually agreed to exchange the EXCHANGE PROPERTY-I belonging to the FIRST PARTY and described in Schedule I with the



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EXCHANGE PROPERTY II belonging to the SECOND PARTY and described in Schedule II herein.

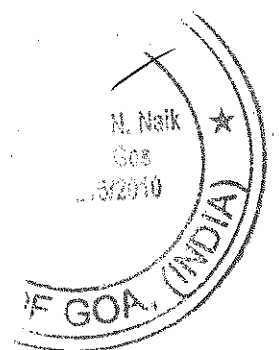
NOW THEREFORE THIS DEED OF EXCHANGE WITNESSETH AS UNDER:

1. That in pursuance of the aforesaid agreement and in consideration of the transfer effected by the Second Party as herein under appearing, the said First Party, as beneficial owner doth hereby grant, convey, transfer, assign and assure unto and in favour of said Second Party, free from encumbrances, the Exchange Property I comprised in Schedule I, to have and to hold the same absolutely and forever in exchange for what is hereunder transferred by the Second Party in favour of the First Party. And that the said Second Party in further pursuance of the said Agreement and in consideration of the transfer effected by the First Party, as beneficial owner, doth hereby grant, convey, transfer, assign and assure unto and in favour of, the said First Party, free from encumbrances the property described as Exchange Property-II, comprised in Schedule II hereto to have and to hold the same absolutely and forever in exchange for the transfer as aforesaid effected by First Party in favour of Second Party as aforesaid.

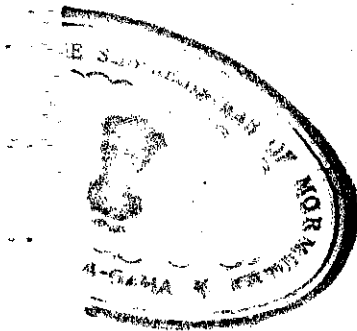


2. The FIRST PARTY in respect to the EXCHANGE PROPERTY I, and the SECOND PARTY in respect to EXCHANGE PROPERTY II, do hereby represent and declare as follows;

a) They are absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to their respective properties along with appurtenances attached thereto and that they have full and absolute authority to exchange, transfer and convey the said Exchange Properties in favor of each other.

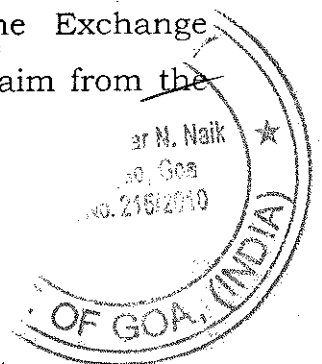


- b) The ownership title of the FIRST PARTY and the SECOND PARTY in regard to their respective Exchange Properties, is clear, marketable and free from all encumbrances, mortgages, changes, liens, lis pendens, attachments, acquisitions or requisitions of any nature whatsoever.
- c) That there are no encroachers, tenants/ occupants or trespassers, licensees or any third party rights on the respective Exchange Properties or any part or portion thereof.
- d) That they have not entered in to agreement for sale / lease/ sub lease / license and / or any other type of agreement with any person with regard to their respective Exchange properties.
- e) That the respective Exchange Properties are not encumbered or agreed by way of mortgage, charge, lien, trust, pledge, tenancy, gift, exchange easements, claim or any other rights or interest.
- f) That the respective Exchange Properties are not subject to any litigation or proceedings in any Court of Law or Tribunal nor there is any attachment in the same either before or after judgment and there is no money decree passed against the respective Party.
- g) That No notice has been received by either party in regard to their respective exchange properties from any government or any local authority or any State / Central Legislation/ Rules/ Regulations/Notifications nor is any part of the Exchange Properties included in the development plan for any public purpose.
- h) That each Party has paid all the property taxes/rates / cesses including agricultural/non agricultural assessments, water charges, electricity charges in respect of the Exchange Property owned by them, and if there is any claim from the



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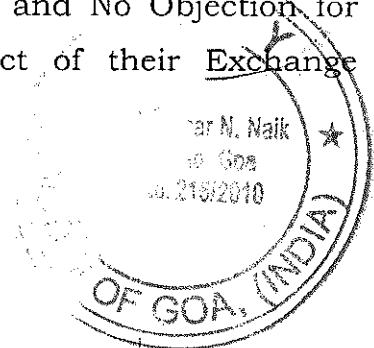
authorities, same shall be borne by respective Party to whom the property belongs.

- i) Each party declares that no easement or quasi easement or any burdensome or restrictive covenant affecting their respective Exchange Property or any part thereof has been created by them.
- j) The respective recitals set out hereinabove, record the accurate and complete facts regarding the Said Exchange properties and nothing is suppressed there from.
- k) Each Party does hereby assure and indemnify to the other Party that there is no defect in the title of the Party with respect to the Exchange Property owned by them and if in future any defect in the title of Party or any encumbrances are found about the said Exchange Property then in that event the respective Party assures, indemnifies and undertakes to make good to the other Party.
- l) Each Party hereby agrees to and shall, from time to time and at all times, execute and sign and do every such assurances, things, acts as may be required for assuring the perfect title and peaceful possession of the EXCHANGE PROPERTY owned by him in favor of the other Party and will include transfer of all licenses, permissions, NOC's approvals, mutations etc. obtained from various authorities.
- m) Each Party hereby agrees that the licenses, permissions, NOC's, approvals etc which are obtained in respect of each of the Exchange Properties, shall hereinafter stand transferred to the respective parties simultaneously with the execution of this Deed in favour of the respective Parties in respect of the Exchange Properties without any further act, deed or things.
- n) Each party doth hereby give consent and No Objection for carrying out the mutation in respect of their Exchange



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Properties. The First Party hereby specifically accords, consents and grants No-Objection for carrying out mutation in respect of Exchange Property-I in favour of the Second Party and the Second Party hereby specifically accords, consents and grants No-Objection for carrying out mutation in respect of Exchange Property-II in favour of the First Party.

3. The fair market value of the Exchange Property I is lesser than the Exchange Property II. The Exchange Property II is valued at Rs. 30,00,00,000/- (Rupees Thirty Crores only) and is also of a larger area than the Exchange Property I and accordingly the stamp duty of Rs. 90,00,000/- (Rupees Ninety Lakhs Only) has been paid which has been borne in equal proportion by both Parties.
4. The Original copy of this Exchange Deed is retained by the FIRST PARTY and a certified copy will be handed over to the SECOND PARTY.
5. Both the parties do not belong to the Schedule Tribe or Schedule Caste Communities.



SCHEDULE I

OF EXCHANGE PROPERTY-I

A) All that piece and parcel of Land admeasuring 44,300 sq. mts. situated within limits of Village Panchayat Sancoale, bearing Survey 197/1 of Sancoale Village, of Mormugao Taluka, South Goa district, Goa and bounded as follows:

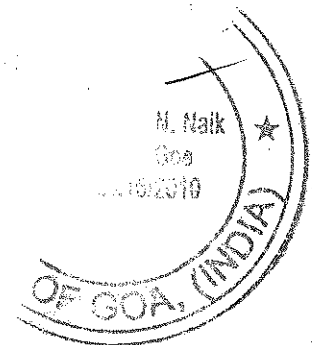
On the North: By Survey No. 198 of Sancoale Village

On the South: By the Survey No. 196 of Sancoale Village

On the East: By Survey No. 195 and Survey No. 215 of Sancoale Village

On the West: By Village Dabolim.

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B) All that piece and parcel of Land admeasuring 1,28,925 sq. mts. situated within limits of Village Panchayat Sancoale, bearing Survey 198/1 of Sancoale Village, of Mormugao Taluka, South Goa district, Goa and bounded as follows:

On the North: By Survey No. 205- Sub-divisions 1,2,3,4,5; Survey No. 206- Sub-divisions 8,9,10,2,3 & 4 of Sancoale Village

On the South: By Village Dabolim and partly by Survey No. 197 of Sancoale Village and Survey No.215 of Sancoale Village.

On the East: By Survey No. 211- Sub-division 1-A, 1; Survey No. 214- Sub-divisions 1, 3, 2;

On the West: By Survey No. 199- Sub-divisions 1,5,6,2,3 & 4 of Sancoale Village

The EXCHANGE PROPERTY I is delineated in red in the plan I annexed hereto.

SCHEDULE II

OF THE EXCHANGE PROPERTY II

All that land admeasuring 2,29,875 sq, mts. bearing survey No.194/1-A of Sancoale Village identified as PATAN or PATTONA or PALONA situated at Sancoale Village within limits of Village Panchayat of Sancoale, Taluka of Mormugao, District South Goa, in the state of Goa and is currently' bounded as under:

On the North: By boundary of Survey Nos. 216, 217 & 218 and part of Survey No. 194/1 of Sancoale Village.

On the South: By survey No. 178 of Sancoale Village.

On the East; By Survey No. 193 of Sancoale Village.

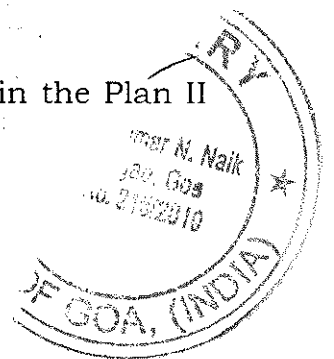
On the West: By Survey No. 195 of Sancoale Village.

The EXCHANGE PROPERTY II is delineated in yellow in the Plan II annexed hereto.



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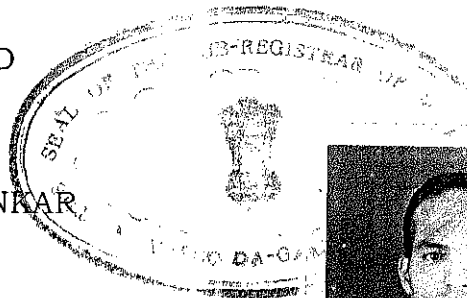
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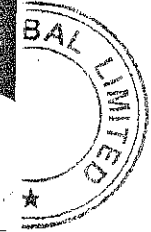
IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of two witnesses on the day, year and place first herein above written.

SIGNED, SEALED AND DELIVERED
BY THE FIRST PARTY
ZUARI GLOBAL LIMITED

Represented by its
Company Secretary
MR. SWAPNIL YELGAONKAR

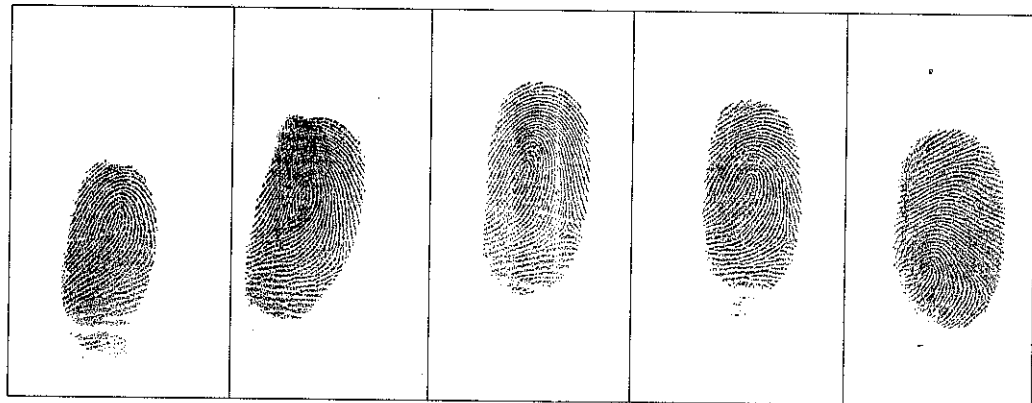


Signature of Mr. Swapnil Yelgaonkar

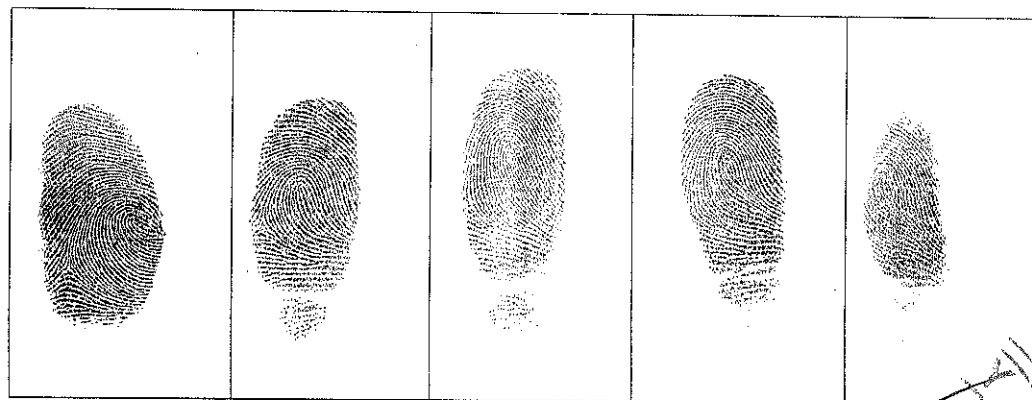


MR. SWAPNIL YELGAONKAR

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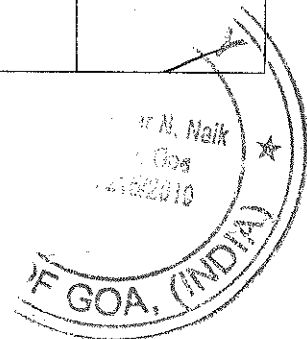


Right:

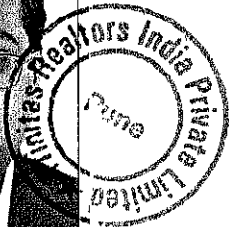
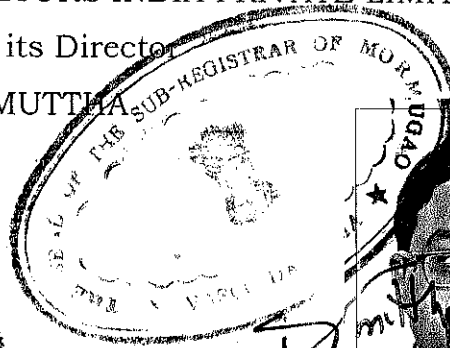


Signature

Signature

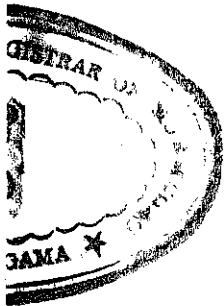
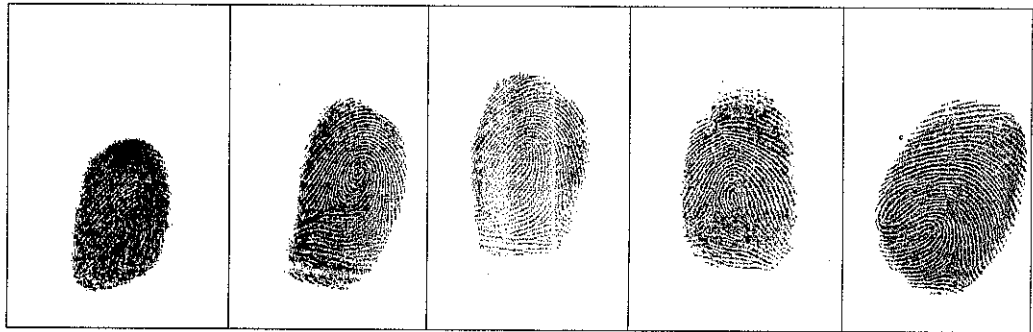


SIGNED, SEALED AND DELIVERED
BY THE SECOND PARTY
TRINITAS REALTORS INDIA PRIVATE LIMITED
represented by its Director
MR. SAMEER MUTTHA

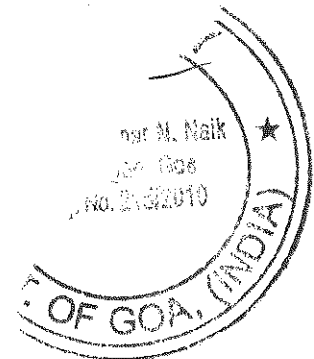
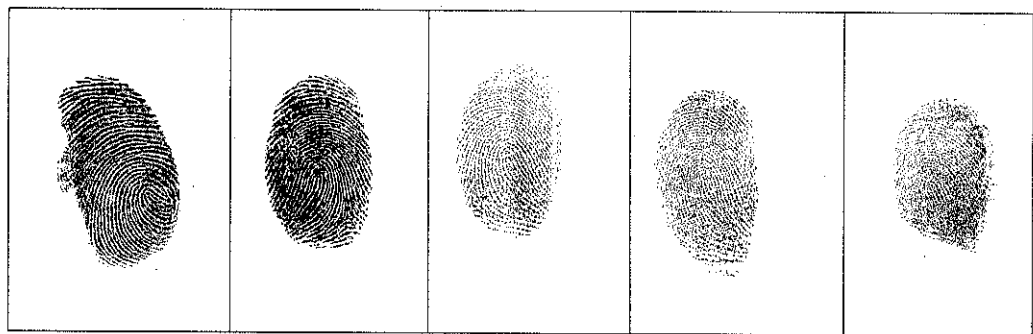


MR. SAMEER MUTTHA

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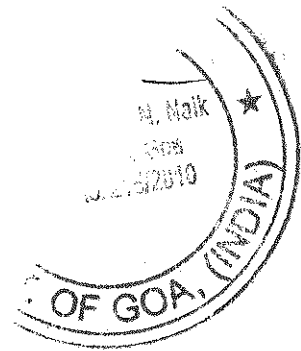
Right:



WITNESSES:

1. Deepa Girap ~~Girap~~

2. ^{Furtado}
Simonea Furtado.

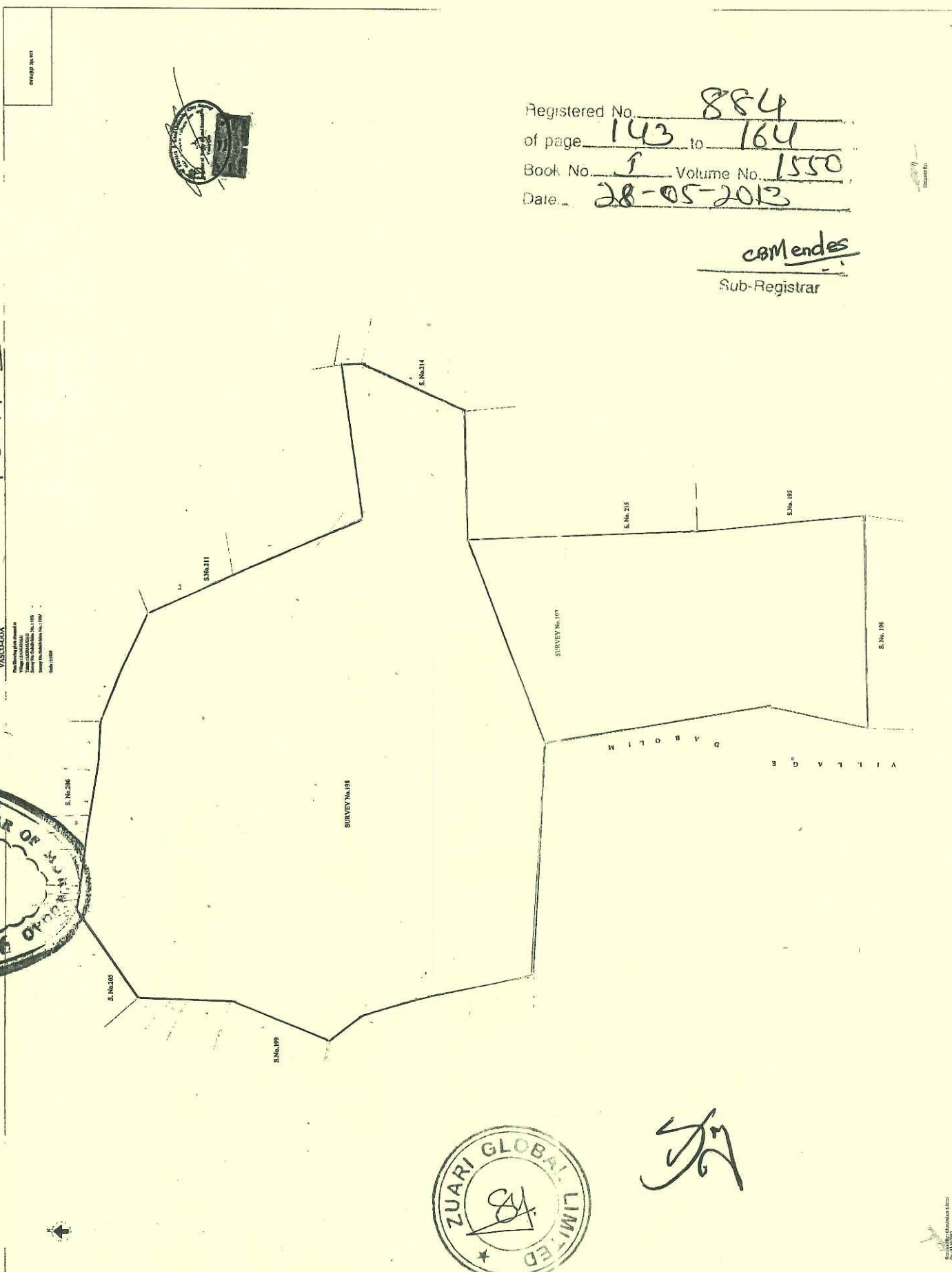
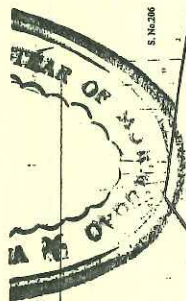


Registered No. 884
of page 143 to 164
Book No. 9 Volume No. 1550
Date 28-05-2013

comendes
Sub-Registrar

PLAN I

GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Inspector of Survey and Land Records
VASCO-GOIA
The Survey plan should be
submitted to the
Inspector of Survey and Land Records
for his approval. No. 199
of 1999 dated 11/05/1999



[Handwritten signature]

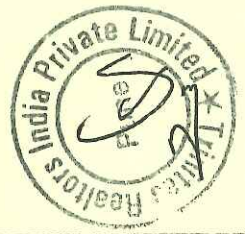
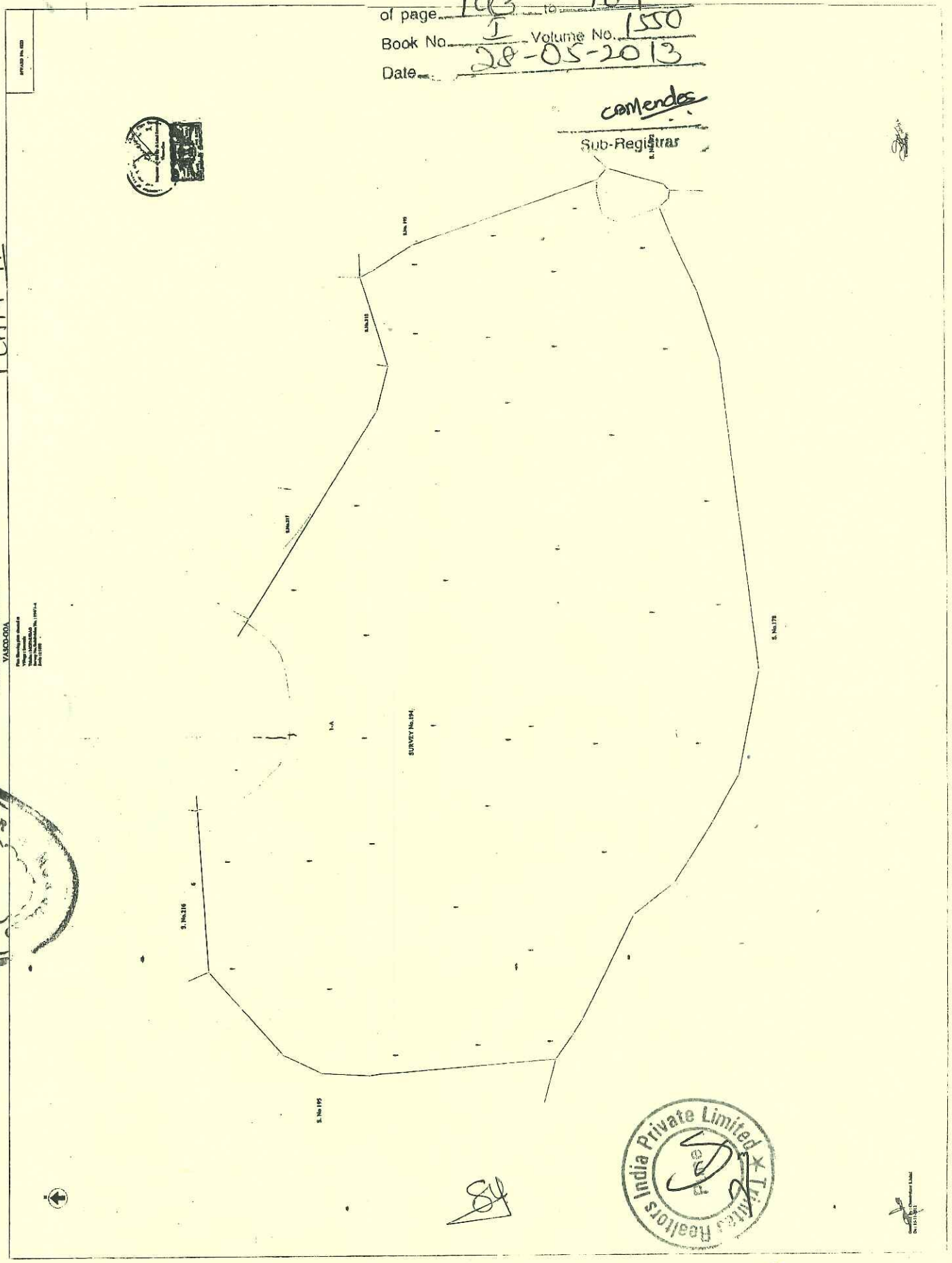


Registered No. 884
of page 143 to 164
Book No. 5 Volume No. 1550
Date 28-05-2013

Camendes
Sub-Registrar

PLAN II

GOVERNMENT OF GOA
Department of Revenue and Land Records
VASCO-DA-GAMA



Mr. N. Naik
Goa
28/5/2010
GOA, (INDIA)


① M/s. Zuari Global Limited, having its Registered Office at Jai Kisaan Bhawan, Zuairnagar, Goa. Represented by its Company Secretary, Mr. Swapnil Telgaonkar, son of Ashok Telgaonkar, 27 year of age and residing at Zuairnagar, Goa.

② M/s. Tounitas Realtors India Private Limited, having its Registered office at Floor No. 8, Mutha Chambers - II, Senapati Bapat Road Pune. Represented by its Director, Mr. Sameer Shantilal Mutha, son of Mr. Shantilal Mutha, 34 year of age



Executing parties 1 to 2

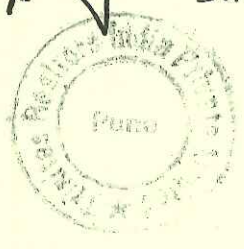
admits execution of the so called Exchange deed

1)  Swapnil Telgaonkar



2) 

SAMEER MUTHA



(1) Advocate Simonea Furtado, aged 29 years, daughter of Wenceslau Furtado, spinster, legal practitioner, Indian National, residing at Chinim, Calcutta, Goa;

(2) Mr. Anand Rajadhyaksha, aged 42 years, son of Dattatraya Rajadhyaksha, married, service, Indian National, residing at Xerai Nagar, Sancoale, Vasco-da-Gama, Goa.

State that they personally know the above executant/s _____ and identify him/them.

1) Simonea Furtado Furtado.

2) Anand Rajadhyaksha Rajadhyaksha

CERTIFIED TRUE COPY

Mormugao, Goa, dated 24th May, 2013.

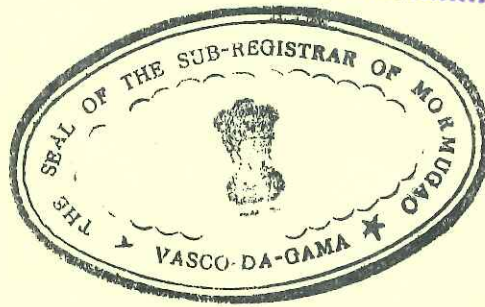
certified
24/5/2013.

SUB-REGISTRAR
MORMUGAO

Adv. Rajkumar N. Naik
NOTARY
Mormugao, Goa
54, 2nd Floor, Apna Bazar Bldg.
Vasco-da-Gama, Goa-403802
Date: 29-05-2013
Reg. No. 2177/2012

Registered No. 884
of page 143 to 164
Book No. I Volume No. 1550
Date 28-05-2013

certified
Sub-Registrar



Note of Return!

This document will be returned
On. 20/05/2013

certified

SUB-REGISTRAR
MORMUGAO

