

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

भारत 03110 NON JUDICIAL मं ज्ञ  
166358 AUG 31 2010  
12:18  
R. 0106500/- P86675  
INDIA STAMP DUTY GOA

Name of Purchaser JUGDEEP KUMAR SENGAJ  
For Indusind Bank Ltd.

Vanessa

Authorised Signatory

Vanessa Fernandes  
Asst. Manager

serial No. 261/2010  
Presented at the Office of the  
Sub-Registrar of Canacona  
between the hours of 11.15 am.  
11.30 am. 2-9-2010  
and on

Received fees for:  
Registration 1,42,720-00  
Copying of Folio 90-00  
Copying endorsements 10-00  
Stampage  
Total Rs 1,42,820-00

Jugdeep Kumar Sengal

[Signature]  
[Signature]  
SUB-REGISTRAR  
CANACONA

[Signature]  
SUB-REGISTRAR  
CANACONA

**DEED OF SALE**

[Signature] [Signature]  
[Signature] [Signature]

[Signature]

-2-

**THIS DEED OF SALE**, is made at Canacona, Goa on this 2<sup>nd</sup> day of the month of September, of the year 2010.

**BETWEEN**

1. **SHRI. CHANDRAHAS K. NAIK DESAI**, son of late Kusta Naik Desai, aged 43 years, occupation Govt. service, Married, holder of Pan card no. and his wife:
2. **SMT. SUMITA CHANDRAHAS NAIK DESAI**, alias **SMITA CHANDRAHAS NAIK DESAI**, daughter of late Manju Ganpat Desai, aged 39 years, occupation service, holder of Pan card no. both r/o Sheller, Canacona-Goa;
3. **SHRI. KISHOR KUSTA NAIK DESAI**, son of late Kusta Naik Desai, aged 39 years, Occupation business, Married, Holder of Pan card no. [redacted] and his wife;



*Handwritten signatures:*  
K. Naik Desai  
Sumita Desai  
K. Desai  
Sumi Desai  
[Signature]



4. **SMT. KARISHMA KISHOR NAIK DESAI**, daughter of Kusta Malik, aged 33 years, Occupation *service*, holder of Pan card no. both r/o Pansulem, Canacona-Goa;
5. **SMT. MAMTA VITHAL FATAN**, wife of Vithal Fatan, daughter of late Kusta Mukund Naique Desai and Smt. Gangawati alias Putem Kusta Naik Desai, aged about 61 years, occupation retired govt. servant and her husband;
6. **SHRI VITHAL FATAN**, son of late Giriyappa Fatan, aged about 63 years, occupation retired principal, both r/o Mastimol, Canacona-Goa; hereinafter referred to as the '**VENDORS**' (which term and expression shall unless repugnant to the context and meaning thereof be deemed to mean and include their heirs, legal representatives, assigns, executors, administrators, or any other person or persons, legally, equitably or otherwise claiming through them) of the **FIRST PART**.

*Desai* AND *Desai*  
*Desai* Desai

*[Signature]*



**BHARAT DEVELOPERS AND REALTORS PRIVATE LIMITED**, A Company incorporated under Companies Act, 1956 holding Pan card no. and having its registered Office at C-002, Ruby Residency, Behind Bagayatdar Bazar, Chaudi, Canacona-Goa; and Represented in this Act by its Directors;

**(1) MR. PARDIP SINGH BIRRING**, son of Amrik Singh Birring, aged 36 years, Married, Businessman, and

**(2) MR. JUGDEEP KUMAR SEHGAL**, son of Kasturi Lal Sehgal, aged 42 years, Married, Businessman; both resident of H.No.398/1, Val-Agonda, Canacona-Goa; duly authorized by virtue of Resolution passed by the Board of Directors in its Meeting held on 5<sup>th</sup> October, 2009 hereinafter called as '**PURCHASERS**' (which terms and expressions shall unless repugnant to the context and meaning thereof be deemed to mean and include its legal representatives, assigns, executors, administrators, or any other person or persons, legally, equitably or otherwise claiming through it) of the **SECOND PART**.



*[Handwritten signatures]*

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The **VENDORS** are **INDIAN NATIONALS** and the **PURCHASERS** are a Company incorporated under the Indian Companies Act, 1956. The copy of the said Resolution is tendered to the Sub-Registrar, Canacona along with this deed.

The **VENDOR** No.5 and 6 are represented by their Constituted Attorney, the **VENDOR No.1**, Shri. Chandrahas Kust Naik Desai, son of late Kust Naik Desai, r/o Sheller, Canacona-Goa; by virtue of Special Power of Attorney, dtd.31<sup>st</sup> August, 2010, under Reg. No.4369. The certified copy of the said Power of Attorney is tendered to the Sub-Registrar, Canacona alongwith this Deed.

**WHEREAS**, there exists a landed property known as **'PORNA'** (as per Matriz records) alias **'POND'** alias **'PANDA'** (as per survey records) situated in ward Chaudi, of Canacona Municipal Council, Taluka and Sub District of Canacona, District of South Goa, State of Goa, which is not registered in the Land Registration Office but enrolled in the Taluka Revenue Office of Canacona, under Matriz no. 1486 and

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*Desai*

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surveyed under survey no.26/3 and 35/13 of village Chaudi, Taluka Canacona-Goa; having total area admeasuring about 5489 sq.mts. more clearly described in Schedule appearing hereinafter.

**AND WHEREAS**, as per the Matriz records the said property stands recorded in the name of Babu Custam Naique, who had one brother by name Mukund Custam Naique.

**AND WHEREAS**, the said Babu Custam Naique had expired bachelor and therefore the property described in Schedule appearing hereinafter was inherited by his sole brother Shri. Mukund Kusta Naique Desai.

**AND WHEREAS**, the said Mukund Kusta Naique Desai, married to Gangu Mukund Naique had no issues and therefore they had adopted a son whose name was changed as Kusta Mukund Naique Desai.

**AND WHEREAS**, on account of the death of said Mukund Kusta Naik and his wife Gangu M. Naique, the property described in Schedule appearing hereinafter along with other properties were inherited



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Desai

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by their adopted son Shri. Kusta Mukund Naik Desai, married to Gangawati alias Putem Kusta Naik Desai.

**AND WHEREAS**, the said Kusta Mukund Naique Desai has expired on 28/6/1993 leaving behind his wife Smt. Gangawati alias Putem Kusta Naik Desai, as Moiety Holder and other 6 children i.e. 5 sons and 1 daughter.

**AND WHEREAS**, upon the death of said Kusta Mukund Naique Desai, his wife Smt. Putem alias Gangawati Kusta Naique Desai, filed an Inventory Proceedings no.4/99/C in the Court of Comarca Judge of Salcete and Quepem, at Margao and in the said Inventory Proceedings, the property described in Schedule appearing hereinafter was enlisted in the list of assets as Item No.2.

**AND WHEREAS**, as per the allotment made in the said Inventory Proceedings by Judgment, Order and Decree dtd.19/7/1999, the property described in Schedule appearing hereinafter was allotted undivided half share to the **VENDOR** no.1 and remaining undivided half share to **VENDOR** no.3.



*[Handwritten signatures]*  
Smt. Putem  
Smt. Putem

*[Handwritten signature]*



**AND WHEREAS**, the **VENDOR** no.2 and 4 being spouses of **VENDOR** no.1, and **VENDOR** no.3 have accrued right to the said property and therefore the **VENDORS** are absolute owners in possession of the said property.

**AND WHEREAS** the **VENDORS** have represented to the **PURCHASERS** that:

- i) They have absolute clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "**SAID PROPERTY**".
- ii) The "**SAID PROPERTY**" is not subject to any mundkarial or agricultural tenancy rights or any rights whatsoever from any other person/s whomever;
- iii) The "**SAID PROPERTY**" is not subject to any pending litigation and or attachments from any Court of Law or Department or Authority whomsoever;



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- iv) That there are no other charges on the **SAID PROPERTY** of any Bank or Credit Society or other Financial Institution;
- v) They have not agreed, committed or contracted or entered into any Agreement for Sale, Development, M.O.U. or Lease, License or any other Agreement or Understanding, under whatsoever nomenclature, whether Oral or in Writing, with any Third Party or Third Parties in respect of the "**SAID PROPERTY**".
- vi) 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 **VENDORS** regarding the **SAID PROPERTY**;



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- vii) 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, subsisting Order, Judgment and/or Decree of any Court of Law.
- viii) That no person has any right access through the **SAID PROPERTY** or part thereof, nor does any access exist through the same.
- ix) That in case any time in future, if any objection is raised to the present sale or the present sale is challenged in any Court of Law, by any Party claiming any Share, Right, Title, Interest, Claim of whatsoever nature by virtue of Inheritance, Operation of Law, Agreement, Understanding or any other mode, in the said property, the **VENDORS** and each of them jointly and severally, shall be fully liable and responsible to settle any such Share, Right, Interest, Claim of Third Party/objections in the said property from the consideration determined herein and the



*[Handwritten signatures]*



**PURCHASERS** shall in no way be responsible to settle any such share, right, title, claim etc. of the Third Party or shall not be responsible to indemnify the **VENDORS** for any such settlement made by them with the Third Party.

**AND WHEREAS** solely relying upon the Representations and Declarations made by the **VENDORS** jointly and independently, herein above and believing the above representation as true and declaration as trustworthy, the **PURCHASERS** agreed to purchase the **SAID PROPERTY** from the **VENDORS** for the total consideration of Rs.71,35,700/- (Rupees seventy one lakhs thirty five thousand seven hundred only).

**AND WHEREAS**, by virtue of Agreement of Sale, dtd. 1st April, 2010, the **VENDORS** have agreed to sell and the **PURCHASERS** have agreed to purchase the said property for the total consideration of Rs.71,35,700/- (Rupees seventy one lakhs thirty five thousand seven hundred only) i.e @ Rs.1300/- per sq.mt. which is its present fair market price. The total stamp duty



*[Handwritten signatures and initials]*

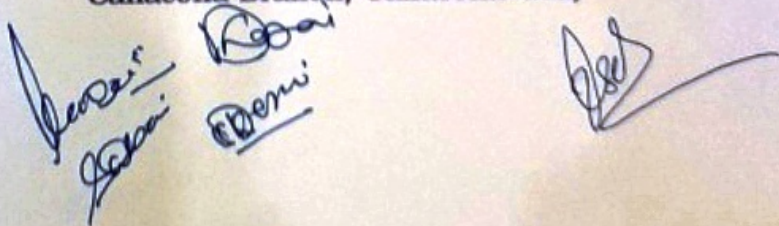


payable on the sum of Rs.71,35,700/- is amounting to Rs.1,78,400/- (Rupees one lakh seventy eight thousand four hundred only) out of which an amount of Rs.72,000/- (Rupees seventy two thousand only) has been paid at the time of execution of the Agreement of Sale, dtd.1st April, 2010 which is duly registered in the Office of the Sub-Registrar of Canacona under Reg.No.109, at pages 491 to 516 of Book 1, Volume 216 dtd.16<sup>th</sup> April, 2010 and the remaining amount of Rs.1,06,500/- (Rupees one lakh six thousand five hundred only) is paid herewith.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. That in consideration of payment of Rs.71,35,700/- (Rupees seventy one lakhs thirty five thousand seven hundred only) in the following manner:

- a) A sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) vide Cheque No. 723407 dated 07/09/2009 drawn on State Bank of India, Canacona Branch, Canacona-Goa;





- b) A sum of Rs.10,00,000/-(Rupees Ten Lakhs only) vide Cheque No. 885577 dated 23/03/2010 drawn on State Bank of India, Canacona Branch, Canacona-Goa;
- c) A sum of Rs.10,00,000/-(Rupees Ten Lakhs only) vide Cheque No. 918207 dated 4/8/2010 drawn on State Bank of India, Canacona Branch, Canacona-Goa;
- d) A sum of Rs.20,00,000/-(Rupees Twenty Lakhs only) vide Cheque No. 918223 dated 24/8/2010 drawn on State Bank of India, Canacona Branch, Canacona-Goa;
- e) A sum of Rs.10,00,000/- (Rupees ten lakhs only) by cheque no.918238 dtd.2/9/2010 drawn on State Bank of India, Canacona Branch, Canacona-Goa.
- f) A sum of Rs.11,35,700/- (Rupees eleven lakhs thirty five thousand seven hundred only) by post dated cheque no.918239 dtd.9/9/2010 drawn on State Bank of India,



*[Handwritten signatures]*

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Canacona Branch, Canacona-Goa; and the receipt of which the **VENDORS** hereby acknowledge and hereby convey, sell, transfer, unto the **PURCHASERS**, the said area admeasuring about 5489 sq. mts. situated in ward Chaudi, within the limits of Canacona Municipal Council, Taluka Canacona-Goa, and more clearly described in Schedule appearing hereinafter with all other rights, title, demand, possession, easement and all other rights and appertainments thereof **TO HAVE, TO HOLD AND TO ENJOY** the same forever as the absolute owner thereof.

2. The **VENDORS** have assured to the **PURCHASERS** that they have a good and clear title and the **VENDORS** have assured and undertaken that the **VENDORS** will compensate and indemnify to the **PURCHASERS** for the full consideration and or damages suffered by them or their assignees, if they are deprived off from enjoyment of the said area admeasuring about 5489 sq. mts. and every part thereof due to the defect in the title of the



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**VENDORS** to the said portion of land or incase of any claim from any other person having a better title to the same.

3. The **PURCHASERS** may hereinafter peacefully and quietly possess the said Property without any claim or demand whatsoever from the **VENDORS** or any person claiming through or under them.
4. The **VENDORS** have assured to the **PURCHASERS** that they shall sign all documents/papers, which are required for transferring the survey records in the name of the **PURCHASERS**.
5. The **VENDORS** further covenant with the **PURCHASERS** that henceforth they have no right of whatsoever nature to the said property hereby sold to the **PURCHASERS**, admeasuring about 5489 sq. mts. described in Schedule appearing herein under.
6. The **VENDORS** have represented to the **PURCHASERS** that: ~

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- a) The Vendors are the sole owners and possessors of the said property and no other person/s have any right, title, interest, and claim or demand whatsoever therein.
- b) The said property is not subject to any encumbrances, charges, liens or defects in title whatsoever.
- c) The said property or any part thereof is not subject to any litigation in any court of law or subject to any attachment by any court, department or authority.
- d) The Vendors have clear and marketable title to the said property.
- e) That there is No tenant or Mundcar to the said property.

**SCHEDULE OF THE PROPERTY HEREBY SOLD**

All that landed property known as 'PORNIA' (as per Matriz records) alias 'POND' alias 'PANDA' (as per survey records) situated in ward Chaudi, of Canacona Municipal Council, Taluka and Sub District of



*[Handwritten signatures]*



Canacona, District of South Goa, State of Goa, which is not registered in the Land Registration Office but enrolled in the Taluka Revenue Office of Canacona, under Matriz no.1486 and surveyed under survey no.26/3 and 35/13 of village Chaudi, Taluka Canacona-Goa; adjoining to each other forming one property, however separated by a nalla in between both the plots running from North South direction and having total area admeasuring about 5489 sq.mts. and the same is bounded as per matriz records as under;

East :- by property of Caitano Fernandes and others.

West :- by property of Loximon Balo and Comunidade.

North :- by property of Kusta Fokir Naik.

South :- by property of said Loximon Balo.

**The Plot under survey no.26/3 of village Chaudi, is bounded as per survey records as under;**

East :- by nalla beyond which the property of the Vendors under survey no.35/23.

*[Handwritten signatures]*

*[Handwritten signature]*





West :- by property under survey no.27/1 of village Chaudi.

North :- by property under survey no.26/1, 26/2 and 26/4 of village Chaudi.

South :- by property under survey no.29/8, 29/9, 30/1, 30/4 and 31/5 of village Chaudi.

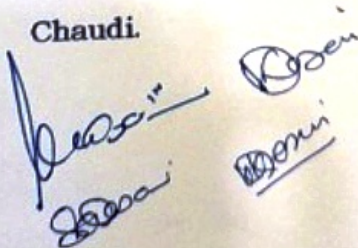
**The Plot under survey no.35/13 of village Chaudi, is bounded as per survey records as under;**

East :- by property under survey no.35/9 and 35/14 of village Chaudi.

West :- by Nalla beyond which the property of the Vendors under survey no.26/3 of village Chaudi.

North :- by property under survey no.35/8 of village Chaudi.

South :- by property under survey no.32/1 of village Chaudi.









The Plan of the property hereby sold is attached to the deed of sale, forming part of the Deed.

IN WITNESS WHEREOF, the Parties have signed and executed this Deed of Sale on the day, month and year first hereinabove written in the presence of attesting witnesses signed below;

*[Handwritten signatures]*





SIGNED AND DELIVERED BY THE VENDORS:

*Desai*

*Desai*



1. CHANDRAHAS DESAI

(SHRI. CHANDRAHAS K. NAIK DESAI) for self and  
as Constituted Attorney of VENDOR No.5 & 6.  
L.H.F.P.



R.H.F.P.



*Desai*  
*Desai*

*D*





*Desai*

*Desai*

2. SMITA CHANDRAHAS DESAI

(SMT. SUMITA CHANDRAHAS NAIK DESAI alias

SMITA CHANDRAHAS NAIK DESAI)

L.H.F.P.



R.H.F.P.



*Desai*  
*Desai*

*Desai*  
*Desai*

*Desai*



*Devi*



3. Kishor K. N. Desai  
(SHRI. KISHOR KUSTA NAIK DESAI)

L.H.F.P.



R.H.F.P.



*Devi*  
*Devi*

*Devi*



*Desai*



4. Karishma Kishor Naik Desai  
(SMT. KARISHMA KISHOR NAIK DESAI)

L.H.F.P.



R.H.F.P.



*Desai*  
*Desai*  
*Desai*

*[Signature]*



--24--  
SIGNED BY THE DIRECTORS OF THE FIRM,  
BHARAT DEVELOPERS AND REALTORS PVT. LTD.



2. JUGDEEP KUMAR SEHGAL

(MR. JUGDEEP KUMAR SEHGAL) for self and  
as Constituted Attorney of Pardip Singh Biring,  
L.H.F.P.



**R.H.F.P.**





**THE WITNESSES:**

1. Sachin (SADSWAND C. CHARI)

2. Rishi (RANJITA R. DHORI)

*Sachin*      *Rishi*  
*Sachin*      *Rishi*

*[Signature]*







GOVERNMENT OF GOA  
 DIRECTORATE OF SETTLEMENT AND LAND RECORDS  
 OFFICE OF THE INSPECTOR OF SURVEY AND LAND RECORDS  
 QUEPEM - GOA



PLAN SHOWING PLOT SITUATED AT  
 CHAUDI VILLAGE  
 CANACONA TALUKA  
 S.No./Sub Div No. 26/ 1  
 Scale 1:500



*Homayal*  
 I.S. & L.R.  
 Inspector of Survey & Land Records  
 Canacona Taluka  
 Quepem Taluka  
 20/10/08



*P. Prasad*  
 PRASAD P.S. DESSAL (P.S.)  
 Computer Generated by  
 ON 14-10-2008

Compared by:  
*Shri*  
 SHRI SUDESH K. N. BHARELLI (H.S.)  
 14/10/08

*Handwritten signatures and initials in blue ink.*

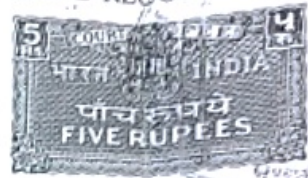
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GOVERNMENT OF GOA  
 DIRECTORAT OF SETTLEMENT AND LAND RECORDS  
 OFFICE OF THE INSPECTOR OF SURVEY AND LAND RECORDS  
 QUEPEM - GOA

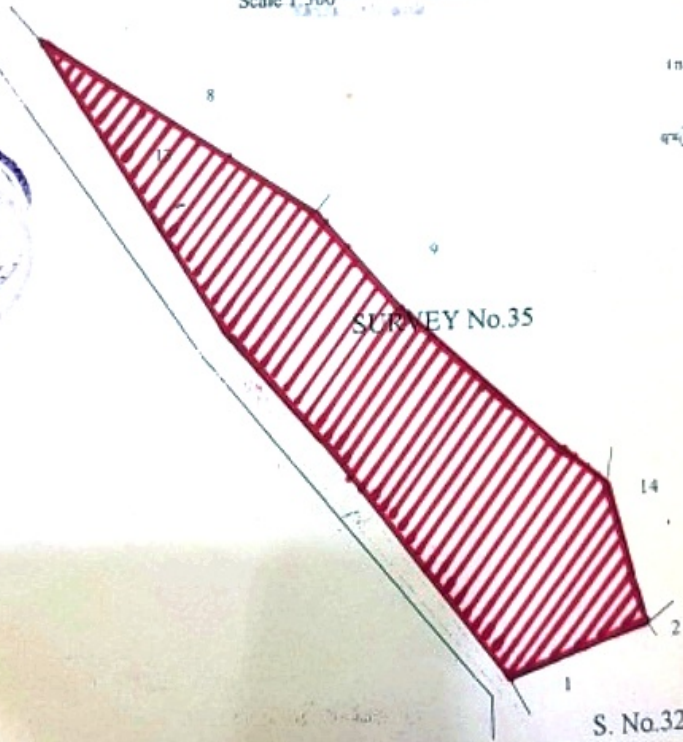
PLAN SHOWING PLOT SITUATED AT  
 CHAUDI VILLAGE  
 CANACONA TALUKA  
 S.No./Sub Div No. 35 / 13  
 Scale 1:500



*Signature*  
 I. S. & L. R

Inspector of Survey & Land Records

*Signature*  
 14-10-2008



*P.*  
 LASAD P. S. DESSAI, (F.S)  
 Computer Generated By:-  
 14-10-2008

Compared by : *Signature*  
 SUDESH K. N. BHARELI, (H.S)

*Signature*  
*Signature*

*Signature*



1- Shri. Chandrabas K. Naik Desai, son of late Kusta Naik Desai, aged 43 years, occupation Govt. Service, married, holder of Pan card no. \_\_\_\_\_, r/o Sheller, Canacona-Goa. forself and as attorney of

~~Yashdr and S. Smt. Mamta Vithal Fatam and G. Shri. Vithal Fatam.~~

2- Smt. Sumita Chandrabas Naik Desai, alias Smita Chandrabas Naik Desai, d/o late Manju Ganpat Desai, aged 39 years, occupation service, holder of Pan card no. \_\_\_\_\_, r/o Sheller, Canacona-Goa.


3- Shri. Kishor Kusta Naik Desai, s/o late Kusta Naik Desai, aged 39 years, occupation business, married, Holder of Pan card no. \_\_\_\_\_ and his wife;


4- Smt. Karishma Kishor Naik Desai, d/o Kusta Malik, aged 33 years, occupation service, holder of Pan card no. \_\_\_\_\_, both r/o Pansulem, Canacona Goa.

5- Mr. Jugdeep Kumar Sehgal, s/o Karturi Lal Sehgal, aged 42 years, married, businessman r/o H. no- 398/1, Val-Agenda, Canacona-Goa forself and as attorney of Pardip Singh Birring and Bharat Developers and Realtors Pvt. Ltd.


Executing parties


.....  
admits execution of the so called  
Sale .....


1 Chandrabas Kusta Naik Desai  


2. Smita Chandrabas Naik Desai  




3 Kishor K.N. Desai 

4 Koushima K.N. Desai 

5. Jugdeep Kumar Sehgal 

Shri. Sadanand Chandrakant Chari, major  
of age, bachelor, service, s/o Chandrakant  
Chari, s/o Agas Lokiem Canacona Goa.

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

Sadanand Chandrakant Chari Sachubani

Canacona, dated - 2/9/2010

  
SUB-REGISTRAR  
CANACONA

Copy of Power of Attorney's submitted along with  
document is/are filed at pages 546 to 556 of  
supplement to book no. I, Part VII vol. 19

  
SUB-REGISTRAR  
CANACONA





Registered No. 254  
at pages 161 to 192  
Book No. I Volume No. 222  
Date 8/9/2010

  
Sub-Registrar





FORM "T"

Receipt No. 26/90

Serial No. 261/10

of DOCUMENTS APPLICATION

Date of 2/9/2000

Nature of document— Deed of sale Rs. 71,35,700/-

By whom presented— Mr. Judgeep Kumar Sehgal

Received fees as follows r/o val. guide

Registration fee ... Cauconca

Copy fee (folios) (sides) ...

Copy fee for endorsements (50) ...

Postage ...

Copies or memoranda (sections 64 to 67) ...

Searches or inspection ...

Fines ...

Section 25 ...

Section 34 ...

Certified copies (section 57) folios ...

Other fees and payments ...

Item (on reverse) No. ...

(Rupees one lakh forty two thousand eight hundred and twenty only)

No. ...

Total ...

	Rs.	Ps.
Registration fee	1,42,720	00
Copy fee (folios) (sides)	90	00
Copy fee for endorsements	10	00
Postage		
Copies or memoranda (sections 64 to 67)		
Searches or inspection		
Fines		
Section 25		
Section 34		
Certified copies (section 57) folios		
Other fees and payments		
Item (on reverse) No.		
<b>Total</b>	<b>1,42,820</b>	<b>00</b>

The documents will be ready on .....and copy

will be sent by registered post delivered at this office to

*[Signature]*  
Sub-Registrar

Please send the documents by registered post to the person named hand it over

follow: Sadanand Chari

Presenter: Judgeep Kumar Sehgal

*[Signature]*