4591

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 04701 NON JUDICIAL ग ोवा
155350 AUG 22 2011
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Rs. 1020500/- PB6675
INDIA STAMP DUTY GOA

Name of Purchaser NANU ESTATES PVT. LTD.
For Indusind Bank Ltd.

Authorised Signatory
SANJAY KARMALKAR
DEPUTY MANAGER
SS. NO.2654

4632/11

THE SEAL OF THE SUB-REGISTRAR OF SALCETE
MARGAO

JENZIL SAVIO P. PEREIRA.

# DEED OF SALE

THIS DEED OF SALE is made and executed at Margao, Salcete, Goa, on this 24th day of August, of the year 2011;

**BETWEEN**

1. Mrs. **SHOBHAN SHRIKANT DHULAPKAR** alias SHOBAN S. DHULAPKAR alias SABILI NAIQUE SANTANA, daughter of late Horichondra Naique, aged about 61 years, Indian National, widow of Shrikant Jaganath Dhulapkar, land lady, holding Income Tax PAN Card No. [redacted]; and her son,

2. Dr. **SURAJ SHRIKANT DHULAPKAR**, son of late Shrikant Jaganath Dhulapkar, aged about 36 years, Indian National, Doctor, holding Income Tax PAN Card No. [redacted] bachelor, both presently residing at House No. 656, Ambaji Junction, Fatorda,. Margao, Goa; hereinafter referred to as "**the VENDORS**" (which expression, unless repugnant or contrary to the meaning or context thereof, shall mean and include all their heirs, successors, legal representatives, administrators, executors and assigns) OF THE FIRST PART;

THE SUB-REGISTRAR OF SALCETE MARGAO

**AND**

1. **NANU ESTATES PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956, with its Registered Office at 'Nanu House', Behind Grace Church, Varde Valaulicar Road, Margao, Goa 403 601, holding Income Tax PAN Card No. [redacted]; hereinafter referred to as **"the PURCHASER"** (which expression, unless repugnant or contrary to the meaning or context thereof, shall mean and include all its Directors, successors-in-office, legal representatives, administrators, executors and assigns) OF THE SECOND PART;

WHEREAS both the members of the VENDORS are represented herein by their duly constituted attorney, Mr. **S. Harinath Shetty,** son of late Srinivasiaha Shetty, aged about 50 years, Indian National, married, service, resident of Flat No. 22, 5th Floor, Meera Apartmetns, Pajifond, Margao, Goa; by virtue of Power of Attorney dated 24-08-2011 executed before the Notary Mr. Sachin S. Kolwalkar of Margao, under his Reg. No. 5140/11, notarized copy whereof is being presented before the Sub-Registrar of Salcete, Margao, Goa, at the time of presentation of this Deed before him for the purposes of its registration under The Indian Registration Act, 1908;

AND WHEREAS **the PURCHASER** is represented herein by its Director, Mr. **Sandesh Krishna Naik**, son of Crisna Nanu Naik, aged abut 58 years, Indian National, married, business, resident of House No. 2381, Krishnasheel, Monte-Hill, Borda, Margao, Goa; by virtue of Resolution dated 29-11-2007 passed in the meeting of the Board of Directors of **the PURCHASER**, certified true extract whereof is being presented before the Sub-Registrar of Salcete, Margao, Goa, at the time of presentation of this Deed before him for the purposes of its registration under The Indian Registration Act, 1908;

SUB-REGISTRAR OF SALCETE MARGAO

AND WHEREAS, there exists in the ward Vinabata of City of Margao, Goa, a landed property denominated "**BONDEL**", which is described, as a whole, in the Land Registration Office of Salcete under Description No. 10399 of Book-B. No. 39 of the old series and bounded as under:-

East:- By the paddy fields "Porvonga Pattiem – Boncapalonde e Burtem" of Communidade of Margao;

West:- By paddy field "Bonca Palonde" of the Communidade of Margao;

North:- By the above said paddy fields "Porvonga Pattiem – Boncapalonde e Burtem" of Communidade of Margao; and

South:- By the above said paddy fields "Porvonga Pattiem – Boncapalonde e Burtem" of Communidade of Margao;

AND WHEREAS the above described property "BONDEL", is hereinafter referred to as "the bigger property" for the sake of brevity and convenience;

AND WHEREAS through the bigger property there passes the National Highway Road leading from Margao to Cortalim, on account of which the bigger property has been fragmented into two parts being the Eastern part designated as the Second Lote and the Western part thereof designated as the First Lote;

THE SUB-REGISTRAR OF SALCETE
MARGAO

AND WHEREAS the Western part or may be the First Lote has been separately enrolled for the purposes of Matriz in the Taluka Revenue Office of Salcete under Matriz No. 1859 pertaining to the Margao Town and the Eastern part thereof or may be the Second Lote has been separately enrolled in the same office as rustic property under Matriz No. 2167 pertaining to Margao Town;

AND WHEREAS the Eastern part or may be the Second Lote of the bigger property, which is enrolled under Matriz No. 2167, is hereinafter referred to as "the subject land" for the purposes of

brevity and convenience, and is fully described in the **SCHEDULE** hereinafter appearing;

AND WHEREAS, w.e.f. 20-11-1920 the bigger property was inscribed under Inscription No. 16845 at page 195 (overleaf) of Book-G. No. 21 of the Land Registration Office of Salcete, in the name of Maria Especiosa da Conceicao Santana Godinho da Silva Coelho alias Maria Godinho de Silva Coelho, widow, on account of allotment made in her favour in the Inventario Orphanological proceedings initiated upon death of her husband, Mr. Camilo Vicente Antonio da Silva Coelho;

AND WHEREAS, upon death of said Maria Especiosa da Conceicao Santana Godinho da Silva Coelho alias Maria Godinho de Silva Coelho, Inventario Orphanological Proceedings were initiated in the 3rd Office of Civil Judge of Salcete Judicial Division, wherein the bigger property was allotted to her two daughters, namely, (a) Maria da Graca Ana Esperanca Cecilia Lionildes da Silva Coelho, and (b) Maria Virginia Iolanda da Silva Coelho, both un-married, so recorded w.e.f. 09-02-1956 in the Land Registration Office of Salcete under Inscription No. 46186 at page 17 of Book-G. No. 54;

AND WHEREAS the above named registered owners, namely, Maria da Graca Ana Esperanca Cecilia Lionildes da Silva Coelho, and Maria Virginia Yolanda da Silva Coelho, sold the subject land

i.e. Eastern part or may be the Second Lote of the bigger property, along with one store house existing therein, to Mr. Shrikant Jaganath Dhulapkar, vide the 'Deed of Sale' dated 17-09-1974 duly registered in the office of the Sub-Registrar of Salcete at Margao, Goa, under Registration No. 969 at pages 280 to 287 of Book No. I, Volume No. 129 on 29-10-1974;

AND WHEREAS, after such purchase, said Mr. Shrikant Jaganath Dhulapkar constructed a bungalow in the subject land, after obtaining the Construction Licence No. A/156/75 dated 05-08-1975 from Margao Municipal Council, duly revised under Licence No. A/85/78 dated 27-02-1978; and also constructed a Garage therein by obtaining another Construction Licence No. A/10/88 dated 05-02-1988;

AND WHERREAS the said old store room, the said bungalow and the said garage are now bearing Municipal House Nos. 2/656, 2/656A and 2/1072 of the Margao Municipal Council;

AND WHEREAS the said Mr. Shrikant Jaganath Dhulapkar expired on 31-07-1996 leaving behind the member No. 1 of **the VENDORS** herein as his widow and moiety share holder and he left the member No. 2 of **the VENODRS** as his son and sole successor; as declared in the Deed of Succession drawn on 01-08-2011 by the Notary Public Ex-Offico of Salcete Judicial Division, at pages 96 (v) to 97 (v) of his Notarial Deeds Book No. 1565;

AND WHEREAS, in view of the above mentioned devolution of rights, **the VENDORS** became the owners in possession of the subject land along with the three structures existing thereon;

AND WHEREAS **the VENDORS** have now agreed to sell unto the **PURCHASER** and **the PURCHASER** has agreed to purchase from **the VENDORS**, the subject land as described in the **SCHEDULE** hereto.

**NOW THIS DEED WITNESSES AS UNDER**:-

1. For a total price consideration of **₹3,40,00,000/-** (Rupees three crores forty lacs only) paid by **the PURCHASER** to **the VENDORS**, as stated hereinafter, receipt of which **the VENDORS** do hereby acknowledge; **the VENDORS** do hereby CONVEY, TRANSFER and RELEASE, by way of absolute Sale UNTO **the PURCHASER**, all that the subject land which is fully described in the **SCHEDULE** hereinafter appearing, so that **the PURCHASER** shall HAVE, HOLD, POSSESS and ENJOY the subject land from today and for all times hereinafter, free of all encumbrances and as absolute owner thereof, along with all those three structures constructed thereon, and with all rights, interests, heriditaments, easements, benefits, privileges, advantages, etc., available to the subject property or to the owner thereof, without any objection, obstruction, demand, whatsoever, from

THE SUB-REGISTRAR OF SALCETE
MARGAO

any person or party, either claiming through **the VENDORS** or their predecessors-in-title or otherwise.

2. The above said total price consideration of **₹3,40,00,000/-** (Rupees three crores forty lacs only) is paid by **the PURCHASER** to **the VENDORS**, in the following manner:-

| Name of the Vendor/s | Mode of Payment | Amount (Rs.) |
|---|---|---|
| Mrs. Shobhan Shrikant Dhulapkar, member No. 1 of **the VENDORS**. | Cheque No. 717031 dated 24-08-2011 drawn on Margao branch of Syndicate Bank. | 1,70,00,000 |
| Dr. Suraj Shrikant Dhulapkar, member No. 2 of **the VENDORS**. | Cheque No. 717032 dated 24-08-2011 drawn on Margao branch of Syndicate Bank. | 1,70,00,000 |
| | **Total** | **3,40,00,000** |

Accordingly, **the VENDORS** do hereby acknowledge the receipt of the above said total price consideration from **the PURCHASER** and discharge **the PURCHASER** from payment thereof.

3. **The VENDORS** have handed over to **the PURCHASER** the possession of the subject land hereby sold, along with the three existing structures therein.

4. **The VENDORS** covenants to **the PURCHASER** as follows:-

   (a) That the subject land hereby sold or any part thereof, is not subject matter of any arrears of land revenue or other fees, charges etc., payable to the government, semi-government bodies or corporations owned by the government;

   (b) That the subject land hereby sold or any part thereof, is not subject matter of any litigation or of any proceedings pending before any court, tribunal, forum, arbitrator, revenue authorities, quasi-judicial authorities or any other authorities under the law in force;

   (c) That the subject land hereby sold or any part thereof, is not subject matter of any attachment or seizure or proclamation of sale, by any court, tribunal, forum, arbitrator, revenue authorities, quasi-judicial authorities or any other authorities under the law in force;

   (d) That the subject land hereby sold or any part thereof, is not subject matter of any land acquisition notification or

THE SUB-REGISTRAR OF SALCETE
MARGAO

proceedings, under the Land Acquisition Act or any law for compulsory acquisition of the lands.

(e) That the title of **the VENDORS**, up to the time of execution of this deed, in respect of the subject land hereby sold or any part thereof, is subsisting, clear, free and marketable.

(f) That **the VENDORS** have not entered into any other agreement or transaction with any party whomsoever, in relation to the subject land hereby sold or any part thereof;

(g) That there are no encumbrances, charges, liens etc., against the subject land hereby sold or any part thereof.

(h) That in the event **the PURCHASER** is deprived of the subject land hereby sold or any part thereof, on account of any claims made by any person, **the VENDORS** shall indemnify **the PURCHASER** against all losses which may be suffered by **the PURCHASER**;

(i) That there is/are no other person/s having any rights, interests, claims whatsoever, in relation to the subject land hereby sold or any part thereof.

5. **The VENDORS** do hereby declare that they have paid up-to-date house tax, electricity charges and water charges in respect

of all the structures existing in the subject land up to the date of this Deed.

6. **The VENDORS** do hereby grant their No Objection in favour of **the PURCHASER** for carrying out mutation of the survey records so as to incorporate name of **the PURCHASER** as owner/holder of the subject land by deleting presently existing names there from; without any notice or reference to **the VENDORS**.

7. The market value of the subject land including that of the three structures existing thereon and hereby sold is also ₹3,40,00,000/-.

**SCHEDULE**
**(Description of the subject land hereby sold)**

ALL THAT land denominated "SEGUNDO LOTE DO PREDIO BONDEL" or may be the Eastern Part designated as Second Lote of the entire property "BONDEL", situated in the Ward No. 2 of City of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, in the State of Goa, being the eastern part or Second Lote of the entire land described in the Land Registration Office of Salcete under Description No. 10399 of Book-B. No. 39 of old series, and distinctly and separately enrolled in the Taluka Land

Revenue Office of Salcete under Matriz No. 2167 of Margao Town, distinctly surveyed under Chalta No. 16 of P. T. Sheet No. 41 of Margao City Survey, admeasuring 1,320 square meters, and bounded as under:-

EAST: By water drain under Chalta No. 17 of P. T. Sheet No. 41 of Margao;

WEST: By Margao-Panaji Road;

NORTH: By lands bearing sub-division Nos. 2 to 7 of Chalta No. 11 of P. T. Sheet No. 41 of Margao; and

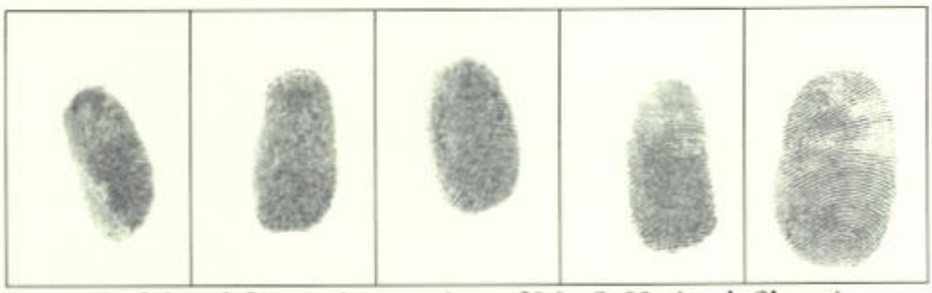
SOUTH: By Road.

There are three structures existing in the above described land, which structures bears Municipal House Nos. 2/656, 2/656A and 2/1072, which are also sold under this Deed in favour of **the PURCHASER**.

The above described subject land is shown demarcated in red colour hatched lines in the PLAN annexed to and forming part of this Deed.

IN WITNESS WHEREOF the parties hereto have signed this Deed, at Margao, Goa, on the day, month and the year first hereinabove mentioned.

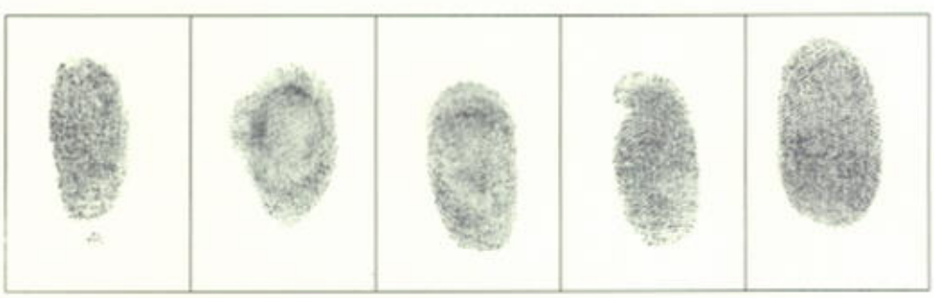
SIGNED AND DELIVERED by the within named VENDORS, through their duly Constituted Attorney,
Mr. S. Harinath Shetty



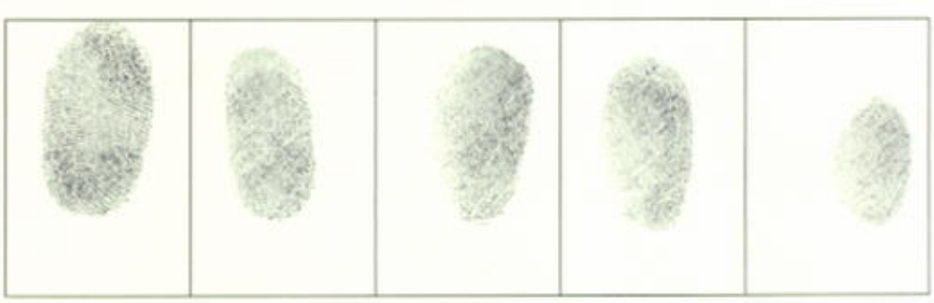
(Left hand fingers impression of Mr. S. Harinath Shetty)

(Right hand fingers impression of Mr. S. Harinath Shetty)

SIGNED AND DELIVERED by the
Within named PURCHASER,
Nanu Estates Private Limited,
By its Director,
Mr. Sandesh K. Naik



(Left hand fingers impression of Mr. Sandesh K. Naik)



(Right hand fingers impression of Mr. Sandesh K. Naik)

WITNESSES:- 1. _____ 2. _____

Name: K.N. Rao Merville Rodrigues

11

# GOVERNMENT OF GOA

## Directorate of Settlement and Land Records

## PANAJI - GOA

N

Inward No:2444

Plan Showing plots situated at

City : MARGAO

Taluka : SALCETE

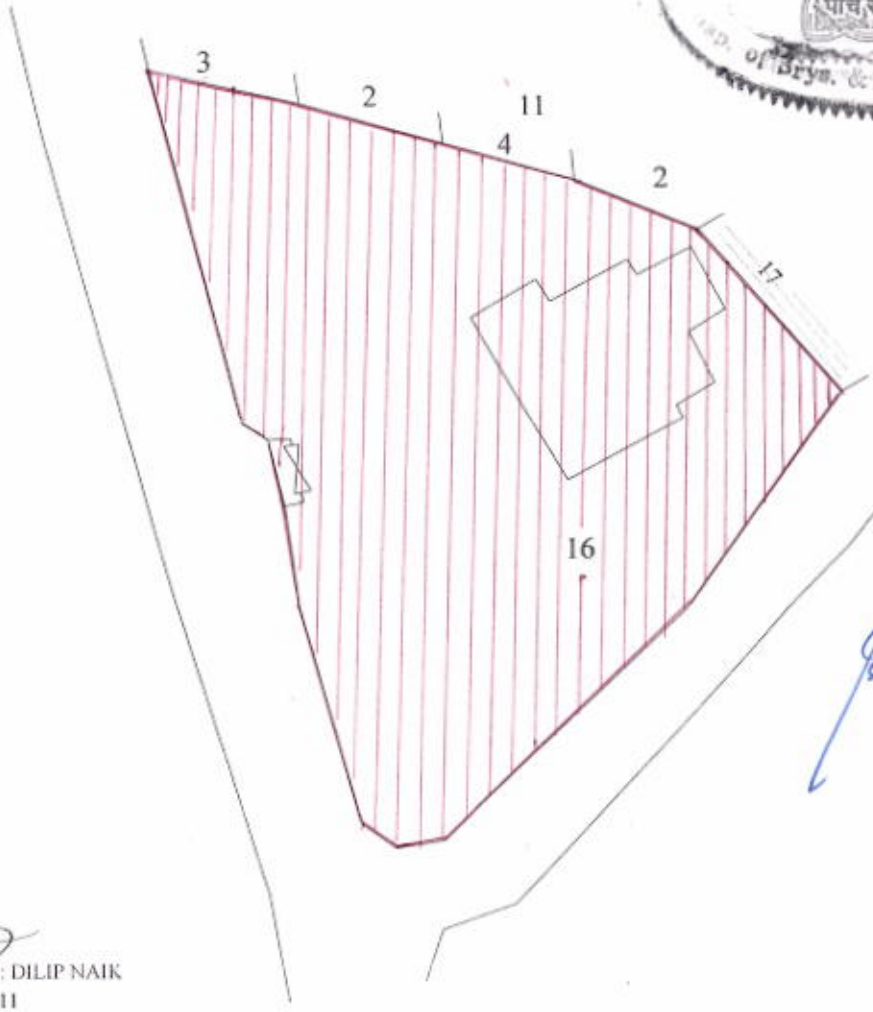
P.T.Sheet No. 41/ Chalta No.16

Scale : 1 :500

9/8/11

Inspector of Survey &
Land Records.

Rs.5 COURT FEE भारत INDIA पाँच रुपये FIVE RUPEES




Generated By : DILIP NAIK
On : 09-08-2011

9/8/11

Compared By:

**Office of Sub-Registrar** Salcete/Margao

**Government of Goa**

Print Date & Time : 24-08-2011 10:53:25 AM

Document Serial Number : 4632

Presented at 10:32:00 AM on 24-08-2011 in the office of the Sub-Registrar( Salcete/Margao) Along with fees paid as follows:

| Sr. No | Description | Rs. Ps |
|---|---|---|
| 1 | Registration Fee | 680000.00 |
| 2 | Processing Fees | 300.00 |
| | **Total :** | 680300.00 |

Stamp Duty Required: 945000.00 Stamp Duty Paid: 1020500.00

**Jenzil Savio Peter Pereira** presenter

| Name | Photo | Thumb Impression | Signature |
|---|---|---|---|
| Jenzil Savio Peter Pereira ,S/o. Jeremias Victor Pereira , Married,Indian,age 29 Years,Service,r/oH.no.E11,3rd Floor,Ashad Housing Complex,Madel,Margao,Goa.403601. As a Special Power of Attorney Holder of Sandesh Krishna Naik,Director of Nanu Estates Pvt Ltd,having its office at Margao,Goa vide POA dtd:1/4/2010 executed before Sub Registrar,Salcete,Goa. under Reg No.16/2010. | | | |

**Endorsements**

**Executant**

1 . Jenzil Savio Peter Pereira , S/o. Jeremias Victor Pereira , Married,Indian,age 29 Years,Service,r/oH.no.E11,3rd Floor,Ashad Housing Complex,Madel,Margao,Goa.403601. As a Special Power of Attorney Holder of Sandesh Krishna Naik,Director of Nanu Estates Pvt Ltd,having its office at Margao,Goa vide POA dtd:1/4/2010 executed before Sub Registrar,Salcete,Goa. under Reg No.16/2010.

| Photo | Thumb Impression | Signature |
|---|---|---|
| | | |

| | | |
|---|---|---|
| | | |

2 . S. Harinath Shetty , S/o. Late Srinivasiaha Shetty , Married,Indian,age 50 Years,Service,r/oFlat No. 22, 5th Floor, Meera Apts, Pajifond, Margao, Goa As a Constituted Attorney of Vendor No. 1 and 2, by POA dated 24/08/2011 executed before the Notary Sachin S. Kolwalkar under Reg No. 5140/11 at Margao.

| Photo | Thumb Impression | Signature |
|---|---|---|
| | | |

Identification

| Sr No. | Witness Details | Signature |
|---|---|---|
| 1 | Belinda Silva , D/o. Manuel Silva ,UnMarried,Indian,age 25 Years,Service,r/o Rawanfond, Navelim, Salcete - Goa | |

Sub-Registrar

Book-1 Document
Registration Number MGO-BK1-04591-2011
CD Number MGOD54 on
Date 24-08-2011

Sub-Registrar (Salcete/Margao )

Scanned By:- Sandeep

Signature:-

Designed and Developed by C-DAC, ACTS, Pune