THE BANK OF RAJASTHAN LTD. DAULAT BUILDING 18th JUNE ROAD PANAJI - GOA

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NON JUDICIAL

MRs.≋0160000≋ 27.4.2010

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Nome of Purchaser Esmeralda Developers For The Blank of Rejusther, Ltd.

> Authorized Signatory Radhakrishnan S. Senior Manager

Serial No.

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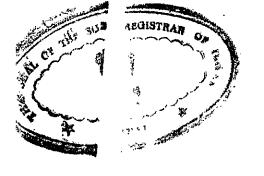
SUB-REGISTRAR ILHAS

DEED OF SALE

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THIS DEED OF SALE is made at Panaji on this  $\frac{28}{2}$ th day of April in the year 2010 between (1)(i)Shri Mohan Crisna Pai Vernekar, aged 61 years, in business, holding PAN Card no.ABBPV2637C, son of late Crisna Pai Vernekar, and his wife (ii) Smt. Jyoti Mohan Pai Vernekar, aged 54 years, housewife, holding PAN Card no. ABBPV2636D both residing at Bhavan Apartments, near Mahalaxmi Temple, Panaji Goa hereinafter referred to as the VENDORS" (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, legal representatives and assigns) of the FIRST PART; AND 2.- M/s. Esmeralda Developers, a Partnership Firm registered under the Indian Partnership Act having its Office at 509, Goa Velha, Tiswadi Goa having PAN Card no.AABFE8757B herein represented by its Partner Mr. Jagdish U. Bhobe, aged 40 years, married, son of Umakant Bhobe, holding PAN Card no.AKRPB5375Q resident of Goa Velha, Goa hereinafter referred to as the "PURCHASERS" (which expression shall include her heirs, successors, administrators and assigns) of the SECOND PART.



All Indian Nationals.

WHEREAS there exists a part and parcel of land admeasuring 750m2 identified as PLOT NO.16 comprising partly in Sy.no.52/1 and partly in Sy.no.53/1 of Murda being a part of the whole property identified as BAMONBATTA of Village Merces situated at Murda, within the limits of Village Panchayat Merces, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa in the State of Goa which Property is hereinafter referred to as the SAID PLOT and is described in detail in the Schedule hereunder.

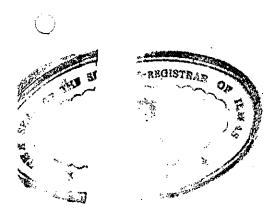
WHEREAS the said whole Property originally belonged to the Family of Vernekar.

WHEREAS the Vendors interalia have acquired the title to the said property through their Purchaser-in-title Crisna Pai Vernekar.

WHEREAS on 24-10-2001 the Vendors hereto along with the other co-owners of the said property entered into an Agreement with Shri Savio Gracias for

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development and sale of the said property; in terms whereof the SAID PLOT was allotted to the Vendors hereto.

WHEREAS on 8-2-2002 Dy. Collector Panaji issued Sanad under no.16/CNV/TIS/ 61/2001 for conversion of an area of 90\$29m2 of the said whole property.

WHEREAS the said whole property was comprising of Sy.no.52/1, 53/1, 55/1, 56/1, 57/1, and 58/1 of Murda Village, Taluka Tiswadi, which whole property was amalgamated, developed and sub-divided vide approval from Town and Country Planning Department for final NOC for sub-division of Plot vide order no.TIS/2451/MUR/02/247 dated 11-6-2002 and final NOC from Village Panchayat of Merces, vide order no.VP/MER/285/2002-03 dated 14-6-2002.

WHEREAS having completed the development and sub-division of the said property in terms of the Compliance of Town and Country Planning Act and Panchayat Raj Act, the possession of the SAID PLOT no.16 was handed over to the Vendors hereto.

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WHEREAS the Vendors are thus the sole and exclusive owners of the SAID PLOT in the amalgamated sub-division Scheme.

WHEREAS the Vendors now do not desire to hold the SAID PLOT in the amalgamated sub-division Scheme and at the offer of the Purchaser do hereby sell the SAID PLOT to the Purchaser for a total consideration of Rs.64,00,000/- (Rupees sixty four lakhs only).

## NOW THIS INDENTURE WITNESSETH:-

1.- That in consideration of the amount of Rs.64,00,000/- (Rupees sixty four lakes only) paid by the Purchaser to the Vendors as detailed in the Schedule hereunder which amount the Vendors do hereby jointly and severally admit and acknowledge and of and from the same and every part thereof do hereby acquit, release, and discharge the Purchaser; they the Vendors do hereby grant, transfer, assign, assure and convey the SAID PLOT and more particularly described in the Schedule hereunder written TOGETHER WITH all trees, drains,

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ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, easements, advantages and appurtenances to the said Property usually held or occupied therewith or reputed to belong or be appurtenant thereof AND ALL the advantages, benefits, easements, estate, right, title, interest, use, possession, claim and demand whatsoever of the Vendors into and upon the SAID PLOT and every Part thereof hereby granted and conveyed and expressed so to be UNTO AND TO THE USE OF THE PURCHASER forever, as distinct and disannexed from the Vendors SUBJECT HOMEVER to payment of all taxes, rates, assessments, dues and duties hereafter to become due and payable to the Government or any other Local or Public Body in respect thereof AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS that notwithstanding any act, deed or things done or executed by the Vendors or knowingly suffered to the contrary they the Vendors now have in themselves good rights, full power and absolute authority to grant the SAID PLOT hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid AND THAT the Purchaser 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 or persons lawfully or equitably claiming from, under or in trust for them AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the Vendors or any person or persons lawfully or equitably claiming any estate or interest in the SAID PLOT 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 does and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the SAID PLOT UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be reasonably required.

2.- The Vendors have to-day put the Purchasers in exclusive, absolute and unconditional exclusive, peaceful and vacant possession of the SAID PLOT to be held by the Purchasers forever and uninterruptedly by the Purchasers as its

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absolute Owner in possession without any harm or hindrance from the Vendors and/or any person on their behalf and the Vendors do hereby jointly and severally indemnify the Purchaser against all/any Third Party claims if made to the said property; which claims if any shall be settled by the Vendors at their own cost without disturbing the title and the possession of the Purchaser.

3.- The Vendors do hereby give their explicit consent and no objection to the Purchasers to get the Mutation Proceedings conducted in the Survey Records of Rights and get the name of the Furchasers rendered in the Form I and XIV under the Provisions of Land Revenue Code.

4.- The market value of the share of the Vendors in the SAID PLOT sold hereunder is Rs.64,00,000/- (Rupees sixty four lakhs only) and as such stamp duty of Rs. 1,60,000 | Rupees one lakh sixty thousand

only) is affixed hereto and Registration fees which is borne by the Purchaser.

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## SCHEDULE

All that Plot no.16 admeasuring 750m2 comprising partly in Sy.no.52/1 and partly in Sy.no.53/1 of Murda being a part of the property identified as "BAMONBATTA" of Village Murda, situated at Murda, within the limits of Village Panchayat of Merces, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa in the State of Goa which Property is described in the Land Registration Office of Ilhas under no.12338 of book B-32 (New) and is enrolled in the Taluka Revenue Office under Matriz no.27.

The said Plot no.16 is bounded as under:-

Towards the North: - 6 mts. wide road.

Towards the South: - Plot no.18 of the same whole Property.

Towards the East :- 30 mts. wide Access.

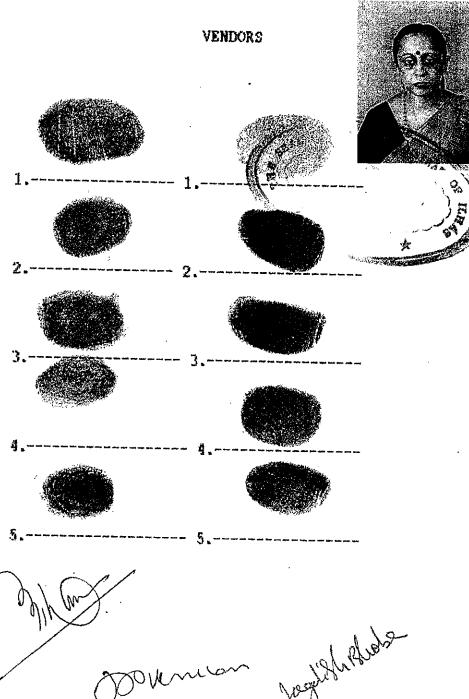
Towards the West :- 8 mts. wide road.

IN WITNESS WHEREOF the Parties hereto hereunto set and subscribed their respective hands the day, month and year first hereinabove.

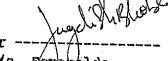
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-10-SIGNED AND DELIVERED by the First Vendors -Shri Mohan Crishna Pai Vernekar

Smt. Jyoti Mohan Pai Vernekar



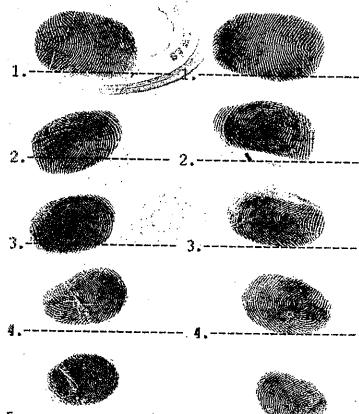
SIGNED AND DELIVERED by the First Purchaser





M/s. Esmeralda
Developers
represented by its
Partner Mr.
Jagdish Bhobe

Purchaser



In the presence of:-

1. Wileland

Joseph Lands

