

DEED OF SALE

BETWEEN

**SHRI AUDHOOT BHANDARI AND HIS
WIFE**

**SMT. SHEELA AUDHOOT BHANDARI
ALIAS XILA A. BHANDARI**

**AND
GOA PROPERTY MANAGEMENT
PRIVATE LIMITED**

613

22/2/08

21/2/08



गोवा GOA

Date: 19-02-08 Ser. No.: 16136 Value: Rs. 5000
 Name of the purchaser: B. S. Property Management 005048
 Resident of: B. S. Purpose:
 Place of Vendor Partition: there is no single stamp paper
 for the value of Rs. 5000 additional stamp paper for the
 completion of the value is attached alongwith.

Sign. of Purchaser
 B. S. Property Management

Sign. of Stamp Vendor
 Mrs. Umila S. Kamat Tarcar
 Lic. No. AC-STP-VEN/2000
 DL 30-012001

Serial No. 592
 Presented at the Office of the
 Sub-Registrar, Ilhas
 between the hours of 10 am

and 12 pm on 21/2/2008

Received fees for Rs. 5440/-
 Registration
 Copying (Folio)
 Copying Endorsements
 Postage
 Total Rs. 5510/-

SUB-REGISTRAR
 ILHAS

SUB-REGISTRAR
 ILHAS

DEED OF SALE

Abadhat Bhandare

Assawaikes



गोवा GOA

Date: 19-02-08 Ser. No.: 16136 Value 500/-
Name of the purchaser: Goa Property Management
Resident of: Panaji Purpose: Management
Place of Vendor Panaji. As there is no one single stamp paper
for the value of Rs. 5,500/- additional stamp paper for the
completion of the value is attached alongwith.
Sign. of Purchaser: [Signature]
Sign. of Stamp Vendor:
Mrs. Urmila S. Kamat Tarcar
Lic. No. AC-STP-VEN/2000
Dt. 30-012001



-2-

DEED OF SALE

This DEED OF SALE is made and executed at Panaji, Goa
on 20th day of month February 2008.

[Signature]
Arachut M. Bhandari

[Signature]
Arachut M. Bhandari

BETWEEN

SHRI AUDHOOT BHANDARI, son of Mukund Bhandari, aged 67 Years, occupation retired from service, and his wife (2) SMT. SHEELA AUDHOOT BHANDARI ALIAS XILA A. BHANDARI, daughter of late Sripad Codcodo, aged 61 years, occupation housewife, BOTH Indian Nationals and residing at Naik Nagar, Bordem, Bicholim, Goa hereinafter referred to as the '**Vendors/Transferors**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, administrators, executors and assigns) Vendor No. 2 herein is represented by Vendor No. 1 and her husband Shri. Audhoot Bhandari in terms of Power of Attorney dated 18/2/2008 attested by Advocate and Notary Shri. S. A. Parab, Bicholim, Goa under No. 3050/08 dated 18/02/2008 OF THE ONE PART;

AND

GOA PROPERTY MANAGEMENT PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at T-13, Jairam Complex, Nevgi Nagar, Panaji, Goa, herein after referred to as the '**Purchaser/Transferees**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its legal representative, successors, administrators, executors and assigns) represented herein by its Authorised Signatory Shri Mahesh K. Sawaikar, son of Shri Krishna V. Sawaikar, aged 45 years, Occupation Business, Indian National, residing at House No. 505 B, 'Sudha Colony', Bordem, Bicholim, Goa, in terms of the Resolution passed by the Board of Directors dated 11.2.2008 of the OTHER PART;

Audhoot M Bhandari

M Sawaikar



WHEREAS, there exists a property known as "ODLEM RAN", admeasuring an area of 87,025 sq. mts, situated at Azossim, within the limits of Village Panchayat of Azossim, Taluka and Sub-District of Azossim, District North Goa, State of Goa, described in the Land Registration Office of Ilhas under Description No. 382 at pages 236 reverse of the book 'B' five and surveyed under Survey No. 63/0 of Azossim Village, Taluka Tiswadi, Goa, which is more particularly described in Schedule I hereunder written and hereinafter referred to as the 'Said Entire Property';

AND WHEREAS the said entire property was originally belonging to the members of the undivided family of Bandaris namely (1) Narana Quexova Bandari, widower, (2) Bicu Quexova Bandari and his wife (3) Podmavoti Bandarina, (4) Usno Bandari, widower, (4) Chrisna Rama Bandari and his wife (5) Locximim Bandarinim, (5) Srinivassa Locu Bandari and his wife (6) Duarqui Bandarina, (7) Locximondra Bandari and his wife (8) Savitri Bandarina, (9) Roguvira Bandari and his wife (10) Gopica Bandarinim, (11) Ananta Locu Bandari and his wife (12) Rama Bandarinim, (13) Narcinva Bandari and his wife (14) Sundori Bandarinim, (15) Mortho Bandari and his wife (16) Sorospoti Bandarinim;

AND WHEREAS vide Deed of Fixation of Social Rights dated 25/03/1900 executed between the members of undivided family of Bandaris, they fixed the hereditary right of each of them to the estate of the family;

AND WHEREAS upon the death of Gopica Bandarina, the Inventory Proceedings among minor heirs were instituted in the Court of Civil and Commercial Division in the Comarca of Ilhas of Goa, wherein the said entire property described under Item No. 60 were allotted to


Shadab M Bhandare *Quaravaiel*



Srinivassa Locu Bandari for the auctioned value and one third in the division made in the aforesaid Partition Proceedings;

AND WHEREAS the said entire property stands inscribed under Inscription No. 9084 at pages 65 reverse of the Book F17 in the name of late Srinivassa Locu Bandari in the Land Registration Office of the Judicial Division of Ilhas of Goa;

AND WHEREAS upon the demise of Srinivassa Locu Bandari and his wife Smt. Duarqui Bandarina, the said entire property was inherited and devolved upon their only sons namely (1) Shri Keshav Bhandari married to Smt. Shantabai Bandari, (2) Shri Mukund Bhandari married to Smt. Laxmibai Bandari and (3) Shri Vithal Bhandari married to Smt. Rukminibai Bandari as per their respective shares i.e. $\frac{1}{4}^{\text{th}}$, $\frac{1}{4}^{\text{th}}$ and $\frac{1}{2}$ respectively, who were owners in possession and enjoyment of the said entire property;



AND WHEREAS upon their demise the said entire property devolved upon and inherited by their respective children, who are the Vendors herein. In view of the aforesaid facts, the Vendors herein became the joint owners in possession and enjoyment of the said entire property;

AND WHEREAS Vendors got executed a Deed of Succession confirming their ownership of the said entire property, which Deed of Succession is recorded before Shri. Suka V. Govenkar, Sub-Registrar cum Notary Ex-Officio of the Judicial Division of Canacona dated 21/01/2008 recorded at pages 28 v to 31 v, Notarial Book of Deeds No. 14.

AND WHEREAS the said entire property stands recorded in the Index of Land in the name of (1) Smt. Shantabai Keshav Bandari, (2) Smt.

Buddhi M Bhandare

Susanne

Laxmibai Mukund Bandari and (3) Shri Rajendra Vithal Bandari in the 'Occupant Column';

AND WHEREAS the Vendors herein have sub-divided the said entire property into 2 plots namely Plot Nos. 'A' admeasuring 40,000 sq.mts and Plot 'B' admeasuring 47,025 sq. mts.;

AND WHEREAS vide a Deed of Sale dated 15/02/2008 presented for registration before the Sub-Registrar of Ilhas under Serial No. 559 dated 19/02/2008, the other co-owners of the said property therein sold, conveyed and transferred their 12/14th undivided share in Plot 'B' admeasuring 47,025 sq.mts in favour of Purchaser herein, which Plot 'B' is more particularly described in Schedule II hereunder written and hereinafter referred to as the 'Said Plot B' ;

AND WHEREAS the Purchaser has approached the present Vendors with a proposal to purchase their 1/14th undivided Share in said Plot No. 'B' (equivalent to 3,358 sq.mts);



AND WHEREAS on discussions and negotiation between the Purchaser and the Vendors, the present Vendors have agreed to sell in favor of the Purchaser and the Purchaser has agreed to purchase from the Vendors the said undivided 1/14th share for such consideration and subject to such terms and conditions as hereinafter appearing:

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

In pursuance of the discussions and the negotiations between the Purchaser and the Vendors and on payment of total consideration amount of Rs. 2,71,833/- (Rupees Two Lacs Seventy One Thousand Eight Thirty Three Only) paid by the Purchaser to the Vendors by a Cheque being Cheque No 102249 dated 20/02/2008 for a sum of Rs. 2,71,833 (Rupees

Abdullah M. Bandari

Aravind K. R.

Two Lacs Seventy One Thousand Eight Hundred and Thirty Three Only), drawn on State Bank of India, Panjim Main Branch in favour of Shri Audhoot Mukund Bhandari, the receipt of which both the Vendors do hereby admit and acknowledge and therefore the Vendors as owners in possession and enjoyment, do hereby sell, transfer and convey all their rights, title and interests (1/14th undivided share) in the said Plot 'B' described more particularly in Schedule II hereunder written and shown in red coloured boundary line in the Plan annexed hereto including all the privileges, easements, profits and appurtenances to the said Plot 'B' admeasuring an area of 47,025 sq.mts, TOGETHER WITH all the things permanently attached thereto and standing thereon or any part thereto belonging or otherwise appertaining thereto ALONG WITH all the estate, rights, title, interests, use, possession, benefit, claim and demands whatsoever at law or at Equity or Otherwise of the Vendors in or to the said Plot 'B' hereby transferred and every part thereto TO HAVE AND TO HOLD the same unto and to the use and benefit of the Purchasers as absolute owners thereto. The Consideration amount paid herein corresponds with 1/14th undivided share of Plot 'B' hereby conveyed.

2. The Vendors and the Purchaser do hereby covenant with each other as under:
 - a. The Vendors hereby declare that they have absolute right and full authority to sell and dispose off the said Plot "B" in favour of the Purchaser along with the other co-owners. The Vendors hereby declare that their title to the said Plot 'B' is clear and marketable and that there are no charges or

Audhoot M Bhandari

Musawar

encumbrances of any Bank or Financial Institutions thereon.


- b. The Vendors declare that the said Plot 'B' is not the subject matter of acquisition or requisition by the Government.
- c. The Vendors declare that there are no Tenants, Mundkars or Talukdars in the said said Plot 'B' hereby conveyed.
- d. That the Vendors have paid all the taxes, dues or duties payable to the State Government, Central Government or any other Statutory or Non-Statutory bodies or local or any other authorities payable till the date of execution of the present Deed.
- e. The Vendors declare that they shall co-operate with the Purchaser in recording the name of the Purchaser in the record of rights, records of Village Panchayat as well as in the records of other Local and Statutory Bodies and for the said purpose they shall sign all Applications, Petitions, Affidavits, declarations, undertakings etc. as may be required by the Purchaser for effective transfer of the said said Plot 'B'.
- f. The Vendors shall also co-operate with Purchaser in promulgation of the Survey Records of the said entire property. For that purpose, the Vendors shall sign, verify, declare, swear any Affidavit, Applications, Petitions, Declarations, Plaint, No Objection Certificate etc. so as to transfer the said Plot 'B' effectively in favour of the Purchaser.



Abdullah M. Bhandari

Shivaram

- g. The Vendors hereby declare that in case any third parties claim co-ownership of the said said Plot 'B' or claim any right thereto either by way of right of pre-emption or otherwise, all such claim shall be settled by the Vendors.
- h. The said Plot 'B' share hereby conveyed is not the subject matter of any subsisting Agreement for Sale, Leave and Licence, Mortgage, Assignment of Rights in the property of whatever nature etc. executed by the Vendors or any other third parties representing the Vendors.
- i. The Vendors have not received any notice of acquisition or requisition of the said Plot 'B' by the Government or any other Statutory or local authority.
- j. The said Plot 'B' is not the subject matter of any pending litigation before any Courts of law or any other statutory or local authorities. The Tenancy Case No. TNC/Decl./9/2006 in the Court of the Mamlatdar of Tiswadi Taluka will be unconditionally withdrawn by the Applicants therein.
- k. The Vendors shall execute simultaneously an Irrevocable Power of Attorney in favour of the Purchaser or any person nominated by the Purchaser, to enable him to represent the Vendors before all the Courts of law, statutory and other authorities including Government Departments for effective transfer of the said Plot 'B' in favor of the Purchaser.



Abdullah M. Bhandare

Desai & Co.

1. The Vendors have all the documents of title up-to- date in regard to the said entire property showing the flow of title demonstrating as to how the said entire property is devolved in favor of the said Vendors along with the other co-owners named in the Deed of Sale presented for registration under Serial No. 559 dated 19/02/2008.
- m. In case the Purchaser is deprived of enjoyment of the said Plot 'B' or a part thereof on account of defect in title of the Vendors, or on account of claim of tenancy or any other claim which may be made by any third parties in respect of the said Plot, the Vendors shall rectify/cure all such defects and if it is not possible for them to cure the same, they shall indemnify the Purchaser to the extent of deprivation of enjoyment of the said Plot.
3. The Vendors have acknowledged and ratified that the other co-owners have already handed over the possession of the said Plot 'B' to the Purchaser on execution of the Deed of Sale presented for registration at Serial No. 559 dated 19/02/2008.
4. The consideration amount received by any of the Vendors or the duly constituted attorney of the Vendors or any other Vendors shall be construed /deemed to have been received by all the Vendors.
5. Plan annexed to the present Deed is to be construed as an integral part of the present Deed of Sale.
6. Market value of 1/14th undivided share of the said Plot 'B' hereby sold, conveyed and transferred (equivalent to 3,358 sq.mts) is Rs. 2,71,833/- (Rupees Two Lacs Seventy One

Abedhuti Bhandare

Singh



Thousand Eight Hundred and Thirty Three Only) and the stamp duty is paid accordingly.

SCHEDULE I

(Description of the Said Entire Property)

ALL THAT property known as "ODLEM RAN", consisting of Caju trees, jack trees and mango trees etc, admeasuring an area of 87,025 sq. mts, situated at Azossim, within the limits of Village Panchayat of Azossim, Taluka and Sub-District of Ilhas, District North Goa, State of Goa, described in the Land Registration Office of Ilhas under Description No. 382 at pages 236 reverse of the book 'B' five and inscribed in the name of Srinivassa Locu Bandari under Inscription No. 9084 but not enrolled in the Taluka Revenue Office for the purpose of Matriz (Matriz Nil) and surveyed under Survey No. 63/0 of Azossim Village, Taluka Tiswadi, Goa and bounded as follows:



On or towards the North : By the caju grove Vallem Batta in possession of Confraria of Our Lady of Miracles of the Church of the said village of Assozim

On or towards the South : by the Caju grove 'Bailem Sorla' in possession of Luis Filipe Caetano Ribeiro, heirs of Jose Filipe Constancio Ribeiro of S. Pedro.

On or towards the East : By the Caju grove 'Oddaveli Xir' in possession of Locu Bandari.

On or towards the West : By the path which goes from Mandur to Goa.

Abdullah M Bhandare

Asavadiel

SCHEDULE II
(Description of the said Plot)

ALL THAT Plot of land being Plot No. 'B' admeasuring an area of 47,025 sq. mtrs., forming part of the entire property described more particularly in Schedule I hereinabove written and is bounded as follows:

On or towards the North : by the property surveyed under Survey No. 65 of the village of Azzossim;

On or towards the South : by the sub-division plot No. 'A' of the same property;

On or towards the East: by the property surveyed under Survey No. 62 of the Village of Azzossim;

On or towards the West : by the property surveyed under Survey No. 64 of the Village of Azzossim.

IN WITNESS WHEREOF the parties hereunto have subscribed their hand and sign on these presents on the day, month and the year herein before mentioned.

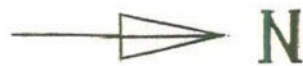
Aradhut M. Bhanu

Aradhut M. Bhanu



PLAN

PLAN SHOWING DIVISION 'A' & 'B' OF BEARING S.No.-63/0
SITUATED AT AZOSSIM VILLAGE OF TISWADI TALUKA.



S No-64.

registered No. 613
at pages 210 to 225
Block No. 1 Volume II 192.3
date 22/12/08

Sub-Registrar

PLOT A. 40000 M²
PLOT B. 47027 M²
TOTAL 87025 M²

S No-

(A) (B)
SURVEY No - 63 S.No - 65

SURVEY No-62

S.No.-36

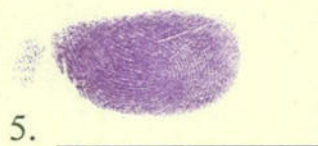
S.No.34



VENDOR- Anilkumar M. Bhandare

PURCHASER M. W. K. S.

SIGNED AND DELIVERED BY
 WITHIN NAMED "VENDORS"
 AUDHOOT MUKUND BHANDARI)
 For Self and as a Duly constituted Attorney
 For SMT. SHEELA AUDHOOT BHANDARI



(Left hand finger prints)

(Right hand finger prints)

Audhoot M Bhandari

Pravara

SIGNED AND DELIVERED
BY THE WITHINNAMED
"PURCHASER"

Goa Property Management Private Limited,
Through its Authorized Signatory
Shri. Mahesh Krishna Sawaikar



Mahesh Krishna Sawaikar

1.  _____

2.  _____

3.  _____

4.  _____

5.  _____

(Left hand finger prints)

1.  _____

2.  _____

3.  _____

4.  _____

5.  _____

(Right hand finger prints)

In the presence of witnesses:

1. Resha Kamat, Advocate

Resha Kamat

2. Sonia Mandrekar, Advocate

Sonia Mandrekar

Shri. Mahesh Krishna Sawaikar

Mahesh Krishna Sawaikar

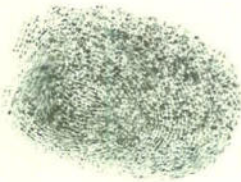
① Shri Anandoot Bhandari
son of Mukund Bhandari, 67
retired from Service, do/
Naik Nagar, Borden, Bicholim
Goa, for self and as attorney
for Smt. Sheila Anandoot
Bhandari alias Rita A
Bhandari, do late Sripad
Coelho, aged 61, housewife
do Bicholim.

2) Mr. Mahesh K. Sawaikekar
son of Shri Krishna V. Sawaikekar
aged 45, Business, do 505, B
Sudha colony, Borden, Bicholim
as authorised signatory of Goa
Property Management Private
Ltd - Goa

1 to 2
admits execution of the so called
Sale



Shri Anandoot Bhandari



X Sawaikekar



Adv. Reshe Krishna

Kamat Humaris
to Surin, Bandy

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

(Kamat

Deeellb
21/2/08

SUB-REGISTRAR
ILHAS

Registered No. 613
at pages 134 to 149
Book No. I Volume 1923
date 22/2/08

Deeellb
Sub-Registrar



Note of Return:-

This document will be returned on 22/2/08

Deeellb

SUB-REGISTRAR
ILHAS