AXIS BANK LTD SIDOHARTH BANDODKAR BHAVAN P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/C.R./35/2/2010-RD

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Rs 0038000/- PB5740

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Real Estate & Construction Co. P.H. 14d

SIGNATURE:...

RECEIPT NO ... AXIS

For AXIS BANK LTD.

Atitho is a Signatory P. Shirgaonkar Road, Panaji, Goa-403001.



## DEED OF SALE

THIS DEED OF SALE is entered into on this 25th day of the month of

March, of the year Two thousand and Eleven by and

## BETWEEN

(1) MR. SURAJ MOHAN SINAI BOBO CACULO, 35 years old, son of Mohan Sinai Bobo Caculo, businessman, Indian national, residing at Miramar, Panaji, Goa, holder of PAN ABZPC8781A and (1a) MRS. SHEFALI SURAJ CACULO, 27 years old, wife of Suraj Mohan Caculo, Indian National, residing at Miramar, Panaji, Goa, holder of PAN AFKPC4775R, both represented herein by their duly constituted Power of Attorney holder MR. SHRIPAD RAMCHANDRA DEVARI, 72 years old, son of Ramchandra Devari, Indian national, residing at Porvorim, Bardez, Goa, duly constituted by Power of Attorney dated 24/03/2011, executed before Kishori N. Fugro, Notary Public, under registration no. 512798, hereinafter referred to as the VENDORS (which expression shall unless repugnant to the context and meaning thereof be deemed to include theirs heirs, legal representatives, executors, administrators and/or assigns) of the ONE PART;

#### AND

(2) CHOWGULE REAL ESTATE AND CONSTRUCTION COMPANY PVT. LTD., a Company registered under the Companies Act 1956 having its registered office at 311, Casa Del Sol, Opp. Hotel Goa Marriott, Miramar, Panaji, Goa, holder of PAN AAACC6040M, represented in this Act by its duly constituted Power of Attorney holder Mr. Vijay P. Nagvenkar, 34 years old, son of P.R. Nagvenkar,

And by your

married, in service, Indian national, residing at H.No. 422, Panaji, Goa, duly constituted by Power of Attorney dated 15/03/2011, executed before Ulhas G. Shetye, Notary Public, under registration No. 1150/11 and Resolution of the Board of Directors of the Company dated 07/03/2011 which Company is hereinafter referred to as the PURCHASER (which expression shall unless repugnant to the context and meaning thereof be deemed to include its successors in title/interest, executors, administrators and/or assigns) of the **OTHER PART**;

WHEREAS the Vendors represented to the Purchaser:

That there exists a property situated at Village Serula, Badem Ward of the Parish of Salvador do Mundo, within the Panchayat limits of Village Panchayat Salvador do Mundo, of the Taluka of Bardez, of the District of North Goa, of the State of Goa, which property is better described in Schedule – I annexed.

- (B) That the property described in Schedule I comprises of the following properties:
  - (1) Property known as "GORBAT" in which there exists an old house with its Courtyard and compound with half of the other property known as "MAR VADDO" described in the Land Registration Office of Ilhas under no. 8475, at folios 140 of Book B - 22 New and with the exception of the property also known as "MAR VADDO", described in the Land Registration Office of Bardez, under no. 10,485, at folios 182 of Book B - 27.

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(2) A plot of land separated out of the said property bearing no. 10,485 and which is adjacent to the said property bearing no. 8475 as described above and the property described under (1) above, is registered in the Taluka Revenue Office of Mapusa under no. 1074 of the respective Matriz Predial of Salvador do Mundo and the urban property therein existing, namely, the house being registered in the Taluka Revenue Office, under no. 118 and the adjacent plot referred to at 2 above, being registered in the Taluka Revenue Office under no. 1356 of Second Circumscription, of the said Matriz Predial and both the said properties (1) and (2) form only one unit but bear 3 survey numbers in the New Cadastral Survey and consists of one unit bearing Sub-division no. 9 of Survey no. 51 the other Sub-division 1 of Survey No. 67 and Subdivision no. 1 of Survey no.66 of the Village of Salvador do Mundo. The property described in Schedule-I hereto annexed is delineated in Plan 1 hereto annexed with red boundary line and is hereinafter referred to as the "said property" for the sake of brevity and convenience.

- (C) AND the Vendors further represented that the title of the Vendors to the part of the said property traces as under:-
  - (i) The property under 1 above is found inscribed under no. 27,250 in favour of Lavinia Luciana Francisco de Xavier Melo e Pinto, married to Eutropio Palemon Marian Pinto for having been allotted to her in Inventory Proceedings, that took place in the Court of the Judicial Division of Bardez, in its 3rd Office on the death of Claudio Antonio Simao de Melo and his wife Ana Michaela Mercedes Purificacao Vaz e Melo by Judgment dated 22-6-1965.

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- (ii) AND by a Deed of Gift dated 27-4-1968, registered before the Sub-Registrar of Ilhas, under No. 269, at pages 203-207, Vol. 32, of Book No. 1, dated 30-4-1968, the said property referred to under (1) in the foregoing recital, was gifted to their daughter Linette Verediana de Perpetuo Succoro Melo Pinto e Fernandes on account of their disposable quota and without reservation of any usufruct.
- (iii) AND by an Instrument of Sale dated 16-5-1968, Maria Isabel Teodolinda Almeida Soares, widow of late Joaquim Vicente Bernard Francisco Soares and her daughter Melba Isabel Francisco de Almeida e Soares, sold to the said Linette Verediana de Perpetuo Succorro Melo Pinto e Fernandes, the said property referred to under serial 2, of the foregoing recital.
- (iv) AND by a Deed of Sale with Mortgage dated 4-11-1976, registered with the Office of the Sub-Registrar of Ilhas, under no.807, at pages 282 to 294 of Book no. 1, Vol. 108 dated 26-11-1976, the said Lynette Verediana de Perpetuo Succorro Melo Pinto e Fernandes, sold the said property to Mr. Jagdish Krishna Wagh and his wife Mrs. Kunda Jagdish Wagh and one Mr. Subhaschandra Shantaram Keni.
- (v) AND by a Deed of Discharge of Price and Release dated 27-4-1977, registered with the Office of the Sub-Registrar of Ilhas, under no. 335 at pages, 647070, of Book no. 1, Vol. 116, dated 25-5-1977 the said Linette released, and /or discharged the said property from the Mortgage.

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(vi) AND by a Deed of Sale dated 15-5-1980, registered before the Sub-Registrar of Ilhas under no. 492, at page 258 to 265, of Book I, Vol. 153, dated 17-12-1980, the said Subhaschandra Shantaram Keni conveyed the title and possession of his share in the said property to Mr. Jagdish Krishna Wagh and his wife Mrs. Kunda Jagdish Wagh and as such, the said Mr. Jagdish Krishna Wagh and his wife Mrs. Kunda Jagdish Wagh acquired title to the said property and had been in uninterrupted and peaceful possession of the said property from the time of its purchase as sole owners thereof since the time of transfer by the said Subhaschandra Keni by Deed dated 15-5-1980 as absolute owners thereof.

AND as such the said Mr. Jagdish Wagh and his wife Mrs. Kunda Jagdish Wagh had been in uninterrupted and peaceful possession of the said property from the time of its purchase, as the sole owners thereof, since the time of transfer by the said Subhaschandra Keni by the Deed dated 15-5-1980 as absolute owners thereof.

(viii) AND by a Deed of Sale dated 6-10-2005, registered with the office of the Sub-registrar of Bardez at Mapusa under no. 133, at pages 177 to 205 of Book I, Vol. 1482, dated 17-1-2006, the said Mr. Jagdish Krishna Wagh and his wife Mrs. Kunda Jagdish Wagh sold the said property to Mr. Harish Vinayak Navelkar, businessman, carrying on business under the trade name and style of NAVELKAR LANDMARKS, a sole proprietorship concern, pursuant to which Mr. Harish Vinayak Navelkar, acquired the ownership, title and possession of the said property as absolute owner thereof.

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- (ix) AND on purchase of the said property, Mr. Harish Vinayak Navelkar applied to the Town and Country Planning Department for sub-division of a part of the said property is better described in Schedule-II hereto annexed and identified in the plan hereto annexed in <u>blue</u> hatched boundary line and shall form a distinct and separate property separated from the rest of the property described in Schedule-I.
- AND pursuant thereto Mr. Harish Vinayak Navelkar has subdivided a portion of the said property forming part of the property bearing survey no. 66/1 of the Village of Salvador do Mundo into plots bearing distinctive plot numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 after obtaining the requisite final N.O.C for sub-division of a part of the property bearing survey no. 66/1 of the Village of Salvador do Mundo which has since been granted by the Village Panchayat of Salvador do Mundo vide Ref. No. VP/SDM/Lic. No. 23/2007-08/837 dated 16-10-2007, in view of the N.O.C issued by the Town and Country Planning Department under No. DB/1433/07/2131 dated 24-09-2007.
- (xi) AND by a Deed of Transfer dated 4-9-2006, registered with the office of the Sub-Registrar of Bardez, at Mapusa under no. 4761, at pages 218 to 287 of Book I, Volume no. 1807, dated 12-9-2006, Mr. Harish Vinayak Navelkar and his wife transferred the plots bearing distinctive plot nos. plot nos. 12 and 13 of the property bearing Survey no. 66/1 of the Village of Salvador-do-Mundo, to the Vendors herein and plot nos. 10 and 11 of the property bearing Survey no. 66/1 of the Village of Salvador-do-Mundo to Mr. Mahadev Mohan Sinai Bobo Caculo alias Manoj Mohan Caculo and his wife Mrs. Meghna Manoj Caculo.

(xii) AND as such in terms of the approvals Mr. Harish Vinayak Navelkar was granted permissions to sub-divide the property described in Schedule-II into 18 plots with roads and open spaces, as shown in the plan, which plots are identified in the said Plan-II under distinctive nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 admeasuring 398, 419, 318, 273, 265, 264, 250, 310, 319, 295, 314, 312, 358, 327, 360, 397, 448 and 455 square metres respectively as setout in the plan annexed hereto as Plan II which is a copy of the said approved plan of development.

and on obtaining sanad for conversion of the property described in Schedule-II under the provisions of the Land Revenue Code, against payment of the conversion fee of Rs. 1,78,200/- paid vide challan no. 247/2006, dated 23-10-2006, Mr. Harish Vinayak Navelkar carried out the development of the property described in Schedule-II by constructing tarred roads and rain water drains, erecting poles for electricity supply in terms of the conditions imposed by the Town and Country Planning Department and on completion of the said development, obtained final N.O.C for the same from the Town and Country Planning Department and the Village Panchayat of Salvador do Mundo vide Ref. No. VP/SDM/Lic. No. 23/2007-08/837 dated 16-10-2007, in view of the N.O.C. issued by the Town and Country Planning Department under No. DB/1433/07/2131 dated 24-09-2007.

(xiv) AND as there were certain discrepancies in the Survey Plan Maintained by the Survey Authorities, under the Land Revenue Code and the site condition, Mr. Harish Vinayak Navelkar, applied for resurvey of the property bearing Survey no. 66/1 of the Village of Salvador do Mundo to the Dy. Collector Bardez and in the said proceedings which were registered under no. 17/1/2007/Re-survey/DC/II, pursuant to an demarcation passed in the said proceedings the boundary on the Northern and Southern side of the property bearing Survey No. 66/1 were demarcated at site and as such, the area of the said property which was originally indicated in Survey Records as 15,000 square metres was found to be 14,819 square metres, which was thereby reduced by 141 square metres, and as there was a change in the areas of plot nos. 10,11,12 and 13 conveyed by Mr. Harish Vinayak Navelkar and his wife by the Deed of Transfer dated 4-09-2006 to the said Mr. Mahadev Mohan Sinai Bobo Caculo alias Manoj Mohan Caculo and his wife Mrs. Megna Manoj Caculo and Mr. Suraj Mohan Sinai Bobo Caculo and his wife Mrs. Shefali Suraj Caculo, an Instrument of Rectification has been effected by Mr. Harish Vinayak Navelkar and his wife on 23-04-2008, to amend the said Deed of Transfer dated 4-9-2006, to reflect the changes in the area of the said plot nos. 10, 11, 12, and 13, which were stated to admeasure 297, 306, 324, and 350 square metres respectively in the Deed of Transfer dated 4-9-2006, and which consequent upon the said change in the boundary of the property bearing Survey No. 66/1 are now stated to admeasure 295, 314, 312, and 358 square metres respectively.

(xv) AND the Purchaser has approached the Vendor to Purchase the sub-divided plot in the property described in Schedule-II namely the plot bearing distinctive Plot no.12, for a total consideration of Rs. 18,72,000/- (Rupees Eighteen Lakhs Seventy Two Thousand Only), calculated at the rate of Rs. 6,000/- per square metre, which is the market value of the plot no. 12, which plot is better described in Schedule-III hereto annexed, and is better identified and delineated in Plan-II hereto annexed in green boundary line and is hereinafter referred to as the "said plot" for the sake of brevity and convenience.

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(xvi) AND the Purchaser proceeded to purchase from the Vendors, the said plot bearing distinctive Plot no. 12, better described in Schedule-III herein, for a total consideration of Rs. 18,72,000/-(Rupees Eighteen Lakhs Seventy Two Thousand Only) on terms and conditions covenanted hereunder.

## NOW THIS DEED WITNESSETH AS UNDER:

1. That in consideration of payment of a sum of Rs. 18,72,000/-(Rupees Eighteen Lakhs Seventy Two Thousand Only), paid by the Purchaser to the Vendors, by Cheque bearing No. 702639, dated 24/03/2011, drawn on HDFC Bank, Vasco Branch, drawn in Nour of Mr. Suraj M. Caculo, the receipt of which the Vendors hereby acknowledge as having received, and the Vendors as eneficial owners in possession of Plot no. 12, which plot is better described in schedule-III hereto annexed, and better identified and delineated in Plan II hereto annexed in green boundary line, do hereby convey, transfer the title and the possession of the said plot, to the Purchaser, to have and to hold the same, as absolute owners thereof, free from all encumbrances and/or defects in title.

## VENDORS COVENANTS:

The Vendors covenant to the Purchaser:

- 1. That the Vendors are in sole possession of the said plot and have conveyed the same unto the Purchaser free from all encumbrances, defects and/or limitations in title.
- 2. That the Vendors shall at all times indemnify and keep the Purchaser indemnified for any defect in title of the said plot and shall do all that is required for remedying the defect in title, if any, of the said plot.

- The Vendors shall at the cost and expense of the Purchaser, do all that is required for better assuring and/or conveying the title of the said plot to the Purchaser.
- The Vendors shall have no objection and hereby expressly accords consent to the Purchaser to secure the mutation in respect of the said plot in favour of the Purchaser.
- That there are no arrears of tax due to any statutory authorities and/or the Government in respect of the said plot described in Schedule-III hereto annexed.
- That the said plot described in Schedule-III is not the subject matter of any notice for acquisition and/or requisition under the provisions of Land Acquisition and/or Requisition Act, as the case may be.
- 7. The first Vendor shall at all times make the originals of the said documents available for inspection to the Purchaser, if the Purchaser so requires the same for being compared with the originals and/or if the same are required to be produced before any court of law/tribunal and/or Government office for being compared with the originals.

. That the said plot described in Schedule-III shall form a distinct and separate property independent and distinct from the rest of the said property described in Schedule-I.

#### PURCHASES COVENANTS:

 The Purchaser shall at its own cost and expense without any responsibility or liability to the Vendors, procure the electricity and/or water connection to the said plot.

## SCHEDULE-I

ALL the undivided half share of the property situated at Village Serula, Badem ward, Parish of Salvador do Mundo, Panchayat of Salvador do Mundo, sub-district of Ilhas of Goa District, composed of:

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- (i) the property known as "GORBATTA" in which there exists a house with its courtyard and compound with half of other property known as "MARVADDO", described in the Land Registration Office of Ilhas under No. 8475 at fls. 140 of Book B 22 new and with exception of the property also known as "Marvaddo" described in the said Land Registration Office under no. 10485 at fls. 182 of Book B 27;
- (ii) A plot of land separated out of the said property No. 10485 and which is adjacent to the said property no. 8475 as described above, the property under (i) registered in the Taluka Revenue Office of Mapusa, Bardez, under No. 1074 of the respective "Matriz Predial" of Salvador do Mundo being the urban property (house) under No. 118 and the adjoining plot under (ii) registered as a part of the property under No. 1365 of 2nd circumscription of the said "Matriz Predial", both the properties (i) and (ii) forming only one major unit and bearing 3 Survey numbers in the New Cadastral Survey, constituting the sub-division No. 9 of Survey no. 51, Sub-division no. 1 of Survey no. 67 and sub-division No. 1 of Survey No. 66, all of Salvador do Mundo, with following particulars:



Sub-division No.9 of Survey no. 51: Plot admeasuring about 25 Sq.Mts. bounded as follows:

South: Coconut trees of Pedro Noronha

North: Coconut trees of Teodolina Almeida Soares

West: Main road of Badem

East: Paddy field of Comunidade (Tenant Vassu Ayu Naik)

2) Sub-division No. 1 of Survey no. 67: Plot with house, well and compound (Todda) measuring about 5950 Sq. Mts. Containing the house 350 Sq. Mts., the well 25 Sq. Mts. and the compound (Bharad) 5575 Sq. Mts., and wholly bounded as follows:

South: Property of Lilio Isidora Rosario Noronha, Maria Belmira Margarida de Noronha and Maria Olivia Artimisia do Rosario Noronha.

North: Plot (Bharad) of Sebastiao Patricio Fernandes

East: Road

West: Plot (Bharad) of Madhusudan Purshottam Chati and Datta

Purshottam Chati.

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Sub-division No.1 of Survey No.66: plot (Todda) measuring 3) about 15,050 Sq.Mts. bounded as follows:

South: Property of Lilio Isidoro Rosario Noronha, Maria Belmira Margarida Noronha, Maria Olivia Artimisia do Rosario Noronha, Carmo Conceicao Filomena do Rosario Noronha, Alberto Maximiano do Rosario Noronha and Pedro Jose Milagres do Rosario Noronha.

North: Plot (Bharad) of Victor Pereira.

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East: Property of Lilio Isidoro Rosario Noronha, Maria Belmira Margarida de Noronha and Maria Olivia Artimisia do Rosario Noronha.

West: Boundary of Penha de Franca Village.

Therefore the total area of the aforesaid plots is of about 21,025 Sq. Ms. (Twenty one thousand and twenty five square metres) and same are better shown in the Site Plan referred to above with their oundaries coloured red (the Sub-divisions 9 of Survey no.51 being separated from the other sub divisions by a public road and that a ort distance from the Sub-division No.1 of survey No.67.

# SCHEDULE-II

ALL that property forming part of the larger property bearing Survey no. 66/1 of the Village of Salvador do Mundo, admeasuring 14819 square metres and bounded as under:

South: By the property bearing Survey No. 66/2 of the Village of Salvador do Mundo.

North: By the property bearing Survey No. 69/4 of the Village of Salvador do Mundo.

West: By boundary of Village of Penha de Franca.

East: By the property bearing Survey No. 67/1 of the Village of Salvador do Mundo.

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Plots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17 and 18 admeasure 398, 419, 318, 273, 265, 264, 250, 310, 319, 327, 360, 397, 448 and 455 square metres respectively, and form a part and parcel of the property bearing survey no. 66/1 of the Village of Salvador do Mundo described in Schedule II herein above.

## SCHEDULE-III

## PLOT NO.12

ALL that subdivided plot bearing distinctive Plot No.12, forming part of the larger property bearing Survey no. 66/1 of the Village of alvador do Mundo, admeasuring 312 square metres and bounded as under:

South: By Survey No. 66/2 of the Village of Salvador do Mundo.

North: By 8.0 metres wide road.

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East: By Plot No. 13 of Survey no. 66/1 of the Village of Salvador do Mundo.

West: By Plot No. 11 of Survey no. 66/1 of the Village of Salvador do Mundo.

IN WITNESS WHEREOF the parties hereto have signed this Deed on the day, month and year first hereinbefore written.

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SIGNED, SEALED AND DELIVERED by the within named VENDORS of the ONE PART.

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# MR. SURAJ MOHAN SINAI BOBO CACULO



represented herein by his duly constituted Power of Attorney holder MR. SHRIPAD RAMCHANDRA DEVARI

L.H.F.P.

R.H.F.P

















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# MRS. SHEFALI SURAJ CACULO

represented herein by her duly constituted Power of Attorney holder MR. SHRIPAD RAMCHANDRA DEVARI

L.H.F.P.

R.H.F.P





















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Order Order

SIGNED, SEALED AND ELIVERED by the within named PURCHASER of the OTHER PART:

M/S CHOWGULE REAL ESTATE AND CONSTRUCTION COMPANY PVT. LTD., represented in this Act by its constituted Attorney

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MR. VIJAY P. NAGVENKAR

R.H.F.P

L.H.F.P.

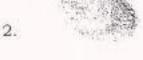


















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In the presence of:

1. Sounds (Ns. Meghana Kamat)

2. July (Shrikrishn thoughts).

S. L. L.

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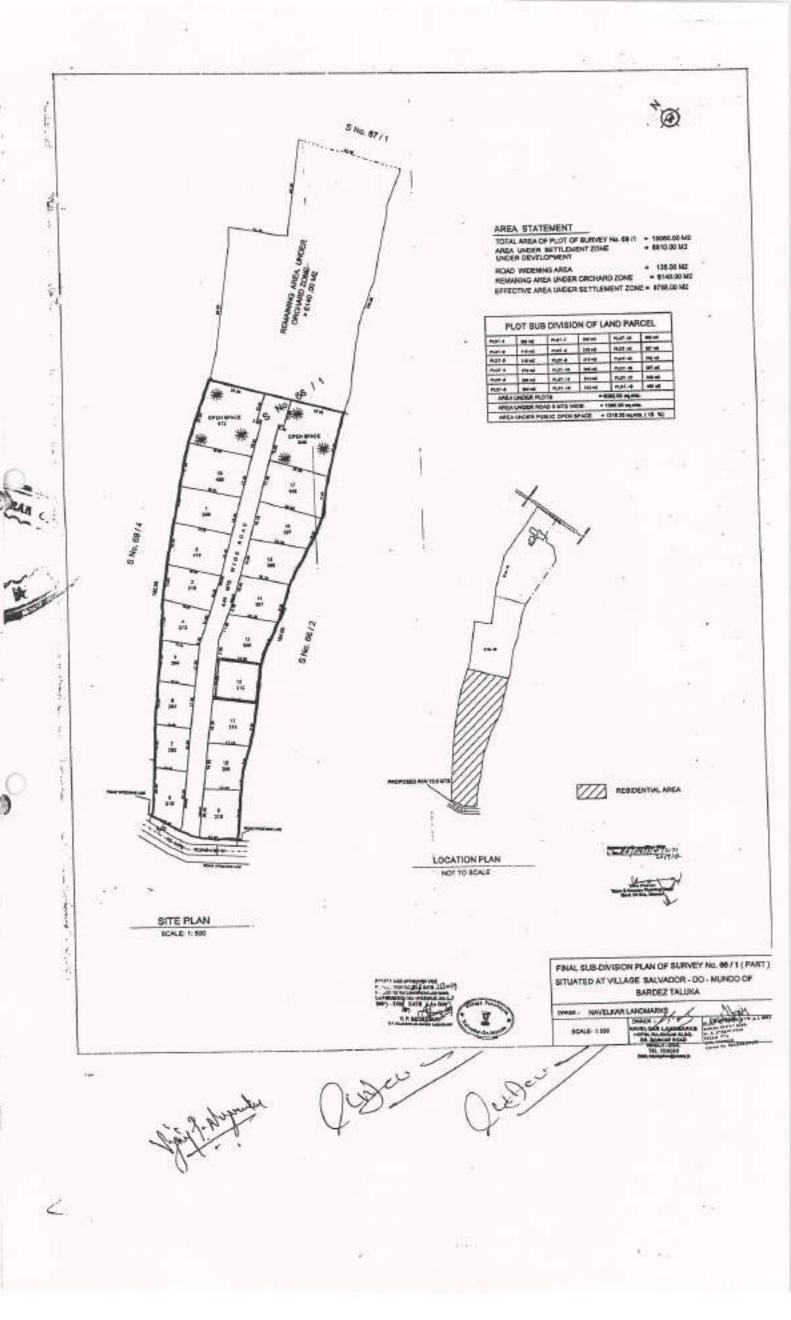
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#### Office of Sub-Registrar Bardez

#### Government of Goa

Print Date & Time: 31-03-2011 11:48:59 AM

Document Serial Number: 1631

Presented at 11:26:00 AM on 31-03-2011 in the office of the Sub-Registrar( Bardez) Along with fees paid as

| Sr. No | Description      | Rs. Ps   |
|--------|------------------|----------|
| 1      | Registration Fee | 37440.00 |
| 2      | Processing Fees  | 310.00   |
|        | Total:           | 37750.00 |

Stamp Duty Required: 37440.00

Stamp Duty Paid: 38000.00

# Vijay Pandurang Nagvenkar presenter

| Name   | Photo | Thumb Impression | Signature    |
|--|-------|------------------|--------------|
| Vijay Pandurang Nagvenkar, S/o Pandurang R Nagvenkar, Married, Indian, age 34 Years, Service, r/o Panaji Goa. POA holder for Chowgule Real Estate & Constructions Company Pvt Ltd, having office at 311, Casa Del Sol, Opp, Hotel Goa Marriot Miramar Panaji Goa, Pan Card no AAACC6040M.through POA dated15/3/2011, through Board Resolution dated 7/3/2011 | //    |                  | Art Sapragan |

#### Endorsements

#### Executant

 Shripad Ramchandra Devari, S/o Ramchandra Devari, Married, Indian, age 72 Years, Service, r/o Porvorim Bardez Goa. As POA holder for Vendors dated 24/3/2011, executed at Kishori N Fugro Notary, Under reg no 512798.

| Photo | Thumb Impression | Signature |  |
|-------|------------------|-----------|--|
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. Vijay Pandurang Nagvenkar, S/o Pandurang R Nagvenkar, Married, Indian, age 34 Years, Service, r/o Panaji ta. POA holder for Chowgule Real Estate & Constructions Company Pvt Ltd, having office at 311, Casa Del Sol, pp, Hotel Goa Marriot Miramar Panaji Goa, Pan Card no AAACC6040M.through POA dated15/3/2011, through 2rd Resolution dated 7/3/2011

| Photo           | Thumb Impression | Signature  |
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#### entification

| Sr<br>lo. | Witness Details  | Signature           |
|-----------|--|---------------------|
| 1         | Sameer Shankar Walavalkar , S/o Shankar Walavalkar, Married, Indian, age 25<br>Years, Service, r/o Pernem Goa                  | Sulavater           |
| 2         | Shaikh Amruddin , S/o Late Shaikh Ismail, Married, Indian, age 65 Years, Self-<br>employed, r/o Bela Vista Sangolda Bardez Goa | Shart & Moun delise |



BUB - REGISTRAR Sub-Registrar

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ory id, Book-1 Document
Registration Number BRZ-BK1-01623-2011
CD Number BRZD154 on
Date 31-03-2011
SUB - REGISTRAR

Sub-Registrar (Bardez )

Scanned By: Saulanund

Signature:- & Porselbar

Designed and Developed by C-DAC, ACTS, Pune

