UTI TECHNOLOGY SERVICES LIMITED EDC HOUSE,WING "C"SHOP NO.30 CROUND FLOOR, DADA VAIDVAROAD PANANI, GOA-483801 भारत 11992 NON JUDICIAL म वि 185684 NOV 29 2016 200 tuo sk 200 200 200 20 17:10 Rs.0260000/- PB7072

D-5/STP(V)/CR/35/10/2010-RD(1466983)

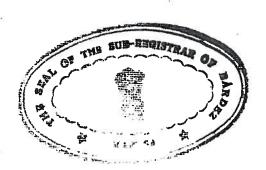
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VAME: Showa Dusellings 842. 276

THROUGH: ARUN KUNAK DAMA

SIGNATURE:___

RECEIPT NO: 11992



DEED OF SALE

This DEED OF SALE is made at Mapusa on this 1st day of December, 2016.

For SURYA DWELLINGS

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B. VENKATA REDDY, B.Com., LLB
ADVOCATE & NOTARY
H.No: 8-3-228-610/A, Rahmathnagar,
Hyderabad - 500 045.



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BETWEEN

MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ, (1) son of Mr. Yogiraj Sakharemaharaj, age 48 years, bachelor, Indian Inhabitant, Occupation Business and agriculturist, resident of 12/24, Suyog, Bijapur Road, Solapur, 413 004 having a PAN No. AQXPS5411Q represented herein by MR. SHIVDAS KRISHNA GAUNEKAR, son of late Krishna Gaunekar, age 58 years, presently working as Superintendent in the District and Sessions Court at Panaji and residing at House No. PMC-W-10-30-20, Warkhande, Ponda Goa; hereinafter referred to as the VENDORS (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the FIRST **PART**

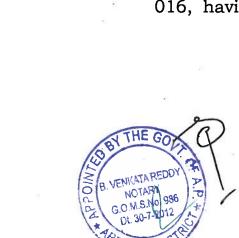
AND .

(2) M/S. SURYA DWELLINGS PVT. LIMITED, a private limited Company incorporated under the Indian Companies Act, 1956, having its registered office at 1-11-222/3/A, Begumpet, Hyderabad 500 016, having PAN No. AAECS1693Q and represented

For SURYA DWELLINGS PNT. LT

Director

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herein by its duly authorized Managing Director Shri Arun Kumar Dama, son of Shri Babu Rao Dama, age 53 years, Indian National, residing at 1-11-222/3/A, Begumpet, Hyderabad 500016.



(3) MRS. SUPRIYA DAMA, wife of Shri. Arun Kumar Dama, age 49 years, Indian National, residing at 1-11-222/3/A, Begumpet, Hyderabad 500 016 and having a PAN No. AFHPD2483C both hereinafter referred to as the PURCHASERS (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS there is an immovable property known as "PATO" or "CHAMARBATA" admeasuring 1800 sq. meters along with a residential house bearing House No. 258 standing thereon, situated in the Village of Canca, Taluka Bardez, within the jurisdiction of the village Panchayat of Verla-Canca and Sub-District of Bardez Taluka, District of North Goa and in the State of Goa; surveyed under Survey No. 16, Sub-Division No. 6 of the Village Canca, Bardez, Goa (hereinafter referred to as the said property) and more particularly described in Schedule written here below.

For SURYA DWELLINGS F

Director

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AND WHEREAS the said property described in the Land Registration Office of Bardez under No. 10631 at page 9 of Book B-28, New, was purchased originally by Jose Luis Matos alias Mattos by virtue of a Sale Deed dated 09/05/1915 and also stood registered in his name in the Taluka Revenue record under Matriz No. 1753.



AND WHEREAS upon the demise of the said Jose Luis Matos alias Mattos, the said property devolved unto his sole surviving heir and son Justino Antonio Mattos alias Anthony Slavador Mattos.

AND WHEREAS upon the demise of the said Justino Antonio Mattos alias Anthony Slavador Mattos an Inventory Proceedings bearing No. 123/06/B was held before the court of Civil Judge Senior Division wherein the said property came to be allotted to his widow Mrs. Maria Felicidade Mattos and his children Mr. Joseph Alex Mattos, Mr. Felix Agnelo Mattos, Mrs.Nancy Lydia D' Lima and Mr. Giovani Wenceslaus Mattos.

For SURYA DWELLINGS FOT. LA

Director

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AND WHEREAS upon the death of said Joseph Alex Mattos, the said property to the extent of his share devolved upon Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos.



AND WHEREAS the said Mrs. Maria Felicidade Mattos expired leaving behind the Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos, Mr. Felix Agnelo Mattos, Mrs. Joana Mattos, Mrs.Nancy Lydia D' Lima, Mr. Joseph Mathais Anthony D'Lima and Mr. Giovani Wenceslaus Mattos.

AND WHEREAS by a Deed of Gift dated 15/07/2010 registered at Sr. No. 2619 in the Office of the Civil cum Sub Registrar at Mapusa, Bardez Taluka the said Giovani Wenceslaus Mattos and his wife gifted their undivided 1/4th share in the said property in favour of Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos, Mr. Felix Agnelo Mattos, Mrs. Joana Mattos, Mrs.Nancy Lydia D' Lima and Mr. Joseph Mathais Anthony D'Lima.

AND WHEREAS by a Deed of Sale dated 16/07/2010 presented for registration under Serial No. 2633 and registered under No. BRZ-BK-1-02601-

For SURYA DWELLINGS FYT. JD.

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2010 of Book No. 1, Vol. No. BRZ D75 on 16/07/2010 the said property was purchased by the VENDOR from Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos, Mr. Felix Agnelo Mattos, Mrs. Joana Mattos, Mrs.Nancy Lydia D' Lima and Mr. Joseph Mathais Anthony D'Lima and since then the VENDORS have been in exclusive possession of the said property as owners thereof.

AND WHEREAS by virtue of Memorandum of Understanding (MOU) dated 10/09/2011 executed between the VENDOR and the PURCHASERS, the VENDOR entrusted the development rights in respect of the said property and thereafter conveyed, transfer and assigned the said property in the name of the PURCHASERS or their nominee or the assigned for terms, conditions and consideration mentioned therein.

AND WHEREAS the construction was to be carried in the said property by the PURCHASERS upon the VENDOR obtaining the sanctioned plans/licences from the local authority and upon construction the PURCHASERS were to allot to VENDOR half of the constructed area in the said property that would be

For SURYA DWELLINGS PV

Director



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sanctioned by the local authority, **subject to** the Vendor refunding the security deposit paid by the purchasers to the tune of Rs. 36,11,100/-(Rupees thirty six lakhs eleven thousand one hundred only) and all other payments/expenses incurred by the purchasers which the Vendor is liable to pay in terms of MOU within two months of the building being made ready.

AND WHEREAS the PURCHASERS have deposited with VENDOR an amount of Rs 36,11,100/-(Rupees Thirty Six Lakhs Eleven thousand one hundred only) by way of refundable security deposit to be repaid/refunded by Vendor within two months of the building being made ready.

AND WHEREAS in terms of MOU the PURCHASERS paid a total amount of Rs. 36,11,100/-(Rupees Thirty Six Lakhs Eleven Thousand One Hundred only) to the VENDOR but however the VENDOR failed to obtain sanctioned plans/licences from the authorities to carry out the development in the said property.

CO. SURYA DWELLINGS PYTALTO

Director

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AND WHEREAS on account of failure of the VENDOR to perform his part/obligation agreed in the said MOU, disputes arose between the parties whereupon the PURCHASERS, in terms of said MOU, invoked arbitration to resolve the disputes, thereby seeking specific performance of the said MOU, permanent injunction from creating third party interest in the said property and compensation.



AND WHEREAS by an award dated 23/08/2015 made and published by sole Arbitrator Mrs. Beena S. Pardesi at Pune, the PURCHASERS were awarded specific performance of the said MOU by directing the VENDOR to execute the Sale Deed of the said property and also deliver the possession of the said property in favour of the PURCHASERS along with an order of permanent restraining the VENDOR from creating third party interest in the said property and awarding compensation of Rs 30,86,748.49 (Rupees Thirty Lakhs Eighty Six Thousand Seven Hundred Forty Eight and Forty Nine paise only) to the PURCHASERS payable within 120 days from the date of the award and FURTHER IN the event of the vendor failing to pay the compensation within the said period the arbitrator has directed a charge be created on the share of the

FOR SURYA DWELLINGS FVT. LTD.

Director

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respondent in favor of the purchasers. Hence a charge is created.



AND WHEREAS the PURCHASERS filed execution application number 263/2016 before the Principal District Judge North Goa at Panaji to execute the award dated 23/08/2015.

AND WHEREAS the VENDOR having failed to comply/execute the award dated 23/08/2015, the Honorable executing court order vide dated 15/10/2016 has been pleased to appoint an officer of the Court Shri. Shivdas Krishna Gaunekar, presently working as Superintendent in the District and Sessions Court, North Goa, to execute this Deed of Sale on behalf of the VENDOR.

AND WHEREAS in terms of said MOU dated 10/09/2011, in terms of award dated 23/08/2015 made and published by sole Arbitrator Mrs Beena S. Pardesi at Pune and order dated 15/10/2016 passed in execution application number 263/2016 before the Principal District Judge, North Goa at Panaji; the parties hereto execute this Deed of Sale on terms of condition agreed and mentioned below.

For SURYA DWELLINGS PVT LTD.

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NOW THEREFORE THIS DEED OF SALE WITNESSESTH AS UNDER:



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pursuance of the said MOU dated 10/09/2011, in terms of award dated 23/08/2015 made and published by sole Arbitrator Mrs. Beena S. Pardesi at Pune, in consideration of the Agreement arrived between the parties in terms of said MOU dated 10/09/2011 and order dated 15/10/2016 passed in execution application number 263/2016 before the Principal District Judge, North Goa at Panaji; the VENDOR as the absolute owner do so hereby grant, convey, assure and hereby transfer by way of sale unto the PURCHASERS free from all encumbrances; ALL THAT property known as "PATO" or " "CHAMARBATA" admeasuring 1800 sq. meters alongwith a residential house bearing House No. 258 standing thereon, situated in the Village of Canca, Taluka Bardez, within the jurisdiction of the village Panchayat of Verla-Canca and Sub-District of Bardez Taluka, District of North Goa and in the State of Goa; surveyed under Survey No. 16, Sub - Division No. 6 of the Village Canca, Bardez, Goa and more particularly described in Schedule written

FOR SURYA DWELLINGS PVT LTD.

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B. VENKATA PLODU NOTANY G.O.M.S. No. 985 DI 26 7 2040





here below; together with all the rights title and interest with its appurtenances as well as all the estate, interest, property, possession, benefits, claim, demand, use whatsoever at law and in equity of the VENDORS upon the said property TO HAVE AND TO HOLD all in singular and every part thereof hereby granted, conveyed, assured and transferred by way of sale or expressed or intended to be with their rights, members and appurtenances UNTO AND TO THE USE and benefit of the PURCHASERS forever subject however to the payment by the PURCHASERS of all the taxes, assessments, rates and duties, now and hence chargeable, upon the same or which may become henceforth payable in respect thereof to the Government and Municipality or Panchayat or any other lawful authority and it shall be lawful the PURCHASERS from time to time peacefully and quietly to enter upon possess and enjoy the said property and to secure all rents and profits thereof and of every thereof to and for their own use; and benefit without any suit, eviction, interruption and claim, demand

For SURYA DWELLINGS PVT. 47D.

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whatsoever for or by the VENDOR and anybody acting on his behalf.

2. The VENDOR declares having made and handed over physical possession of the said property to the PURCHASERS and upon execution hereof the VENDOR for himself, his heirs, legal representatives, executors, administrators, successors and assigns covenants with the PURCHASERS as follows:

THAT notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or by any person/s claiming by, from, through, under or trust for them, he, the VENDOR has not made, done committed, omitted, or knowingly or willingly suffered to the contrary, and that the VENDOR has in himself, whilst executing this deed, good right, full power, lawful title, and absolute authority to execute this deed and convey, transfer and assure the said property hereby conveyed transferred or assured or intended so to be unto

FOR SURYA DWELLINGS FYT. ITD.

Director

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and to the use and benefit of the PURCHASERS in the manner hereby done;

THAT the VENDOR has not at any time hereto before made, done executed omitted or knowingly or willingly permitted, suffered or been party, or privy to any act, deed, matter, or thing whereby or by reason or means whereof he is prevented from conveying, transferring and assuring the said property or in the manner hereby done or whereby or by reason or means whereof the same or any part thereof are, is, can, shall or may be charged, encumbered, impeached or prejudicially affect the estate, title or otherwise howsoever of the said property.

III. THAT the said property is free and clear and freely and clearly and absolutely and forever discharged or otherwise by the VENDOR well and sufficiently saved, defended, kept

For SURYA DWELLINGS PVT. LTD.

Director

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harmless, indemnified of, from and against all former and other estates, title, charges and whatsoever either already or to be hereafter had, made, executed occasioned or suffered by the VENDOR or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them

IV. THAT it shall be lawful for the PURCHASERS from time to time and at all times hereafter peacefully and quietly to hold, have, occupy, possess and enjoy the said property hereby conveyed, transferred and for their own use and benefit without any suit, lawful eviction, interruption, claim and/or demand whatsoever from or by the VENDOR, his heirs, administrators. executors. legal representative, successor/s and/or permitted assign or any of them or from or by any person or persons

For SURYA DWELLINGS PVT. LTD.

Director

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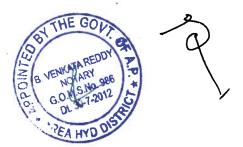
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claiming or to claim by, from, under or in trust for them or any of them.

THAT the VENDOR shall and will from time to time and at all time hereafter at the request of the PURCHASERS sign such further papers, documents, whatsoever, including application/s for transfer of the said property in favour of the PURCHASERS in all Government records, Panchayat records, electricity and water department, whatsoever and/or do and execute or cause to be done or executed by other person/s if any, found to be having or claiming any estate, right, title or interest in to, upon the said premises or any thereof, all such further and lawful acts, deeds, things, matters, conveyances and in law whatsoever as the PURCHASERS or its successors or assigns may from time to time require the VENDOR to do for the purpose of perfecting

FOR SURYA DWELLINGS PVT. LTD.

Director





PURCHASERS's title to the said property and for these purposes the VENDOR, is hereby nominating, constituting and appointing the PURCHASERS, as his attorney and authorized representative to sign and execute such aforesaid documents as may be necessary for the purpose of having the ownership and possession of the said property recorded in the name PURCHASERS or his nominee/s in all government records including the office of the Mamlatdar, Talathi, Panchayat, survey records, etc. and in view of this sale the VENDORS do hereby gives, grants and declares his NO OBJECTION for adding the name of the PURCHASERS or his nominee record of rights, Panchayat records, etc. including from all other government records relating in the said property without any further notice or reference to the VENDORS.

For SURYA DWELLINGS PYT. LTD.





VI. AND FURTHER THAT the said conveyed, hereby property transferred and assured unto the PURCHASERS was until the transfer hereby affected of the exclusive possession and complete ownership the VENDOR, and is not subject to any encumbrances or tenancy.

VII. THAT all rates, taxes or outgoing dues and payable in respect of the said property and every part thereof have been paid regularly and no part thereof is or are in arrears and that in the event of any such rates or taxes or outgoing or public charges or other dues being found to have remained unpaid or to be due in respect of the said property or any part thereof for the period unto date hereof than either it may be paid by VENDOR directly the the authorities concerned or the same may be reimbursed by the VENDOR to the PURCHASERS against receipts

For SURYA DWELLINGS PYT. LTD.





of such payments, if any, effected by the PURCHASERS.

VIII. THAT should there be found at any time hereafter any defect in the title of the VENDOR to the said property or any part thereof of any kind whatsoever, the VENDOR and his heirs, executors administrators. successor/s, legal representatives, and permitted assigns shall be liable the to PURCHASERS, its representatives, executors, administrators. successor/s and assigns or any of them in full the value of the said property including the improvements made thereon as on the date the defect is made known to the PURCHASERS and any loss sustained by reason thereof.

IX. THAT there are no proceedings for acquisition or requisition pending in respect of the property or any part thereof and further the said property is not sub judice or subject matter of

For SURYA DWELLINGS PYT. LTD.

Director





any pending suit, litigation or proceedings.

- 3. For the purpose of stamp duty and registration the value of the said property, including the house therein which is in dilapidated condition and in ruins, is Rs. 65,00,000/- (Rupees. Sixty Five Lakhs only) and requisite stamp duty is paid thereon.
- 4. Stamp duty and the registration fees of this Sale Deed have been paid by the PURCHASERS hereto.

SCHEDULE

(Description of the said property)

ALL THAT piece of the land known property known as property known as "PATO" or "CHAMARBATA" admeasuring 1800 sq. meters along with a residential house bearing House No. 258 standing thereon, situated in the Village of Canca, Taluka Bardez, within the jurisdiction of the village Panchayat of Verla-Canca and Sub-District of Bardez

For SURYA DWELLINGS PYT. LTD.

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Taluka, District of North Goa and in the State of Goa, described in the Land Registration Office of Bardez under No. 10631 at page 9 of Book B-28, New; surveyed under Survey No. 16, Sub-Division No. 6 of the Village Canca, Bardez, Goa and enrolled in the Taluka Revenue Office under Matriz No. 1753 and bounded as follows:

On the East :- By the property surveyed under

No. 16/3 of Village Canca;

On the West :- By Pathway/ lane;

On the North:- By the property surveyed

under No. 16/5 of Village

Canca;

On the South :- By the property surveyed under

No. 16/8 of Village Canca

IN WITNESS WHEREOF, the PARTIES hereto have signed this deed at the place and on the date and year herein above mentioned.

For SURYA DWELLINGS PVT. LTD.

Director

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AND THE



SEALED, SIGNED AND
DELIVERED BY THE VENDOR
OF FIRST PART MR. UJJWAL
YOGIRAJ SAKHAREMAHARAJ
THROUGH OFFICER OF
COURT MR. SHIVDAS
KRISHNA GAUNEKAR

For SURYA DWELLINGS PVJ. LTD.

Director

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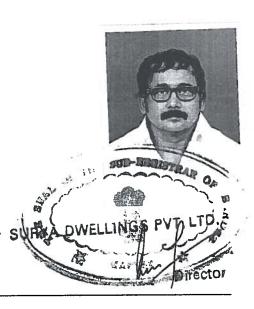


SEALED, SIGNED AND
DELIVERED BY THE
PURCHASER OF SECOND
PART M/S. SURYA

DWELLINGS PVT. LIMITED

THROUGH ITS DULY
AUTHORIZED MANAGING
FOR SHRI. ARUN

KUMAR DAMA



















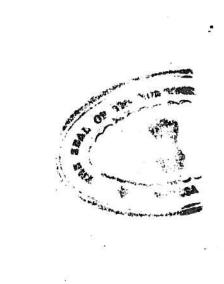




For SURYA DWELLINGS PYT. LTD.

Directo

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SEALED, SIGNED AND
DELIVERED BY THE
PURCHASERS OF SECOND
PART MRS. SUPRIYA DAMA























For SURYA DWELLINGS PVT. LTD.

Director

Solarma 2





IN THE PRESENCE OF:

Janardan V-Bagkan.

Juya J. Bughow

FOR SURYA DWELLINGS PYT. LTD.





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Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time: 01-12-2016 02:51:05 PM

Document Serial Number: 5042

Presented at 02:01:00 PM on 01-12-2016 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	195000.00
2	Processing Fees	480.00
	Total:	195480.00

Stamp Duty Required:

260000.00

Stamp Duty Paid: 260000.00

Arun Kumar Dama presenter

Name	Photo	Thumb Impression	Signature
Arun Kumar Dama,s/o Shri Babu Rao Dama, Married,Indian,age 53 Years,Service,r/o1-11- 222/3/A,Begumpet,Hyderabad 500 016 Company Pan no AAECS1693Q,,Managing Director of M/S Surya Dwellings Pvt Ltd having its reg office at 1-11- 222/3/A,Begumpet,Hyderabad 500 016,Board Resolution dated 01/12/2016.			

Endorsements

Executant

1 . Shivdas Krishna Gaunekar, s/o Late Krishna Gaunekar, Married, Indian, age 58 Years, Service, r/oH.no PMC-W-10-30-20, Warkhande, Ponda Goa

Photo	Thumb Impression	√Signature
		3





2 . Arun Kumar Dama, s/o Shri Babu Rao Dama, Married, Indian, age 53 Years, Service, r/o1-11-222/3/A, Begumpet, Hyderabad 500 016 Company Pan no AAECS1693Q, , Managing Director of M/S Surya Dwellings Pvt Ltd having its reg office at 1-11-222/3/A, Begumpet, Hyderabad 500 016, Board Resolution dated 01/12/2016.

Photo	Thumb Impression	Signature
		land - 3

3 . Supriya Dama, W/O Arun Kumar Dama, Married,Indian,age 49 Years,Business,r/o1-11-222/3/A,Begumpet,Hyderabad 500 016 Pan no AFHPD2483C

Photo	Thumb Impression	Signature
		Solume

Identification

ISTRAR OF

Sr No.	Witness Details	Signature
1	Janardhan Vassudev Bagkar, s/o Vassudev Bagkar, Married, Indian, age 55 Years, Service, r/o H. no 464-C/B3, Verla Canca, Near St Jerome Mapusa Bardez Goa	Se Sor.
1	Jaya Janardhan Bagkar , W/O Janardhan Bagkar,Married,Indian,age 48 Years,House-Wife,r/o H.no 464-C/B3,Verla Canca,Near St Jerome Mapusa Bardez Goa	Baylow

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

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A A PLANTING OF WAREN

B. VENKATA REDDY, B.Com., LLB ADVOCATE & NOTARY H.No: 8-3-228-610/A, Rahmathnagar, Hyderabad - 500 045.

2 CMAR 2017



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Book-1 Document
Registration Number BRZ-BK1-04942-2016
CD Number BRZD784 on
Date 02-12-2016

Sub-Registrar Bargez

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Signature:- Imparsolear

Designed and Developed by C-DAC, ACTS, Pune

