

THIS DEED OF SALE, is executed at Mapusa, Goa, on this 14th day of August, 2012;

BETWEEN

1) **Mr. RAJESH SEN**, aged 41 years, son of Bhagwanlal Sen, married, businessman, having Income Tax PAN BCJPS8484A and his wife 2) **Mrs. NEETA SEN**, aged 41 years, married, housewife, having Income Tax PAN AHQPS4349R, both Indian Nationals, residents of 1667/2, Plot No. 17, Saldanha Colony, Porvorim, Bardez, Goa, 3) **Mr. ZAFRUL HAQ KHAN**, aged 50 years, son of late Abdul Haq Khan, married, businessman having Income Tax PAN AGZPK6613Q and his wife 4) **Mrs. PARVIN KHAN**, aged 44 years, married, housewife, having Income Tax PAN ATQPK3599P, both Indian Nationals, residents of Flat No. F-407/408, Devashree Gardens, Porvorim, Bardez, Goa, 5) **Mr. FEROUZ KHAN**, aged 50 years, son of Mr. Shabbir Khan, married, businessman, having Income Tax PAN AFXPK0226L and his wife 6) **Mrs. GULNAR KHAN**, aged 47 years, married, housewife, having Income Tax PAN AUCPK2441D, both Indian Nationals, residents of Flat No. G-403, Devashree Gardens, Porvorim, Bardez, Goa, hereinafter referred to as **"the VENDORS"** (which expression shall unless it be

Mapusa
Bardez
Goa
14/8/2012

repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and/or assigns) of the **FIRST PART**.

AND

1) **Mr. RAJIV MALHAN**, aged 29 years, son of D. D. Malhan, married, businessman, having Income Tax PAN AJSPM2713K, Indian National, having office at Building No. 3, Sector B-1, LSC, Vasant Kunj, New Delhi, 2) **Mr. MANOJ SHARMA**, aged 43 years, son of late Shri. Krishan Chandra Sharma, married, businessman, Indian National, having Income Tax PAN AOBPS7899J, residing at Flat No. 12/C, Tower 3, Central Park 2, Sector 48, Gurgaon, Haryana and 3) **Mr. ANUJ MALHAN**, aged 30 years, son of Jugal Kishor, married, businessman, having income tax PAN NO AKEPM1676Q, Indian National, residing at F-48/J, Radhey Mohan Drive, Chattarpur Farms, New Delhi, hereinafter referred to as "**the PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and/or assigns), of the **OTHER PART**.

(VENDOR No. 2 is represented by VENDOR No. 1 in terms of Power of Attorney dated 15/10/2010 executed before Notary



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Shivprasad Manerkar, Panaji, Goa under Serial No. 7819 on 15/10/2010 and VENDOR No. 4 is represented by VENDOR No. 3 in terms of Power of Attorney dated 17/02/2011 executed before Notary Shilpa B. Salgaonkar, Porvorim, Goa under Serial No. 146/11)

WHEREAS, there exists a property known as '**BELAWISTA VADO**' situated at Sangolda, within the limits of Village Panchayat of Sangolda, Taluka and Registration Sub District of Bardez, District North Goa, State of Goa, having an area of about 1000 square meters with an existing old house in ruins, neither inscribed nor described in the Land Registration Office nor registered in the Taluka Revenue Office, however is surveyed under cadastral survey No. 1387 and presently surveyed under survey No. 93/10 of Village Sangolda, Taluka Bardez, more particularly described in SCHEDULE I hereunder and hereinafter referred to as "the SAID PROPERTY";

AND WHEREAS, the SAID PROPERTY along with old house in ruins existing therein, originally belonged to Mr. Michael D'Sa alias Maycal D'Sa alias Minguel Arcangelo D'Sa from Sangolda, who was owner in absolute possession of the SAID PROPERTY;

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AND WHEREAS, name of Mr. Michael D'Sa alias Maycal D'Sa alias Minguel Arcangelo D'Sa is also recorded in Form III Index of Lands and Form IX survey records and as such it is also established that said Mr. Michael D'Sa alias Maycal D'Sa alias Minguel Arcangelo D'Sa was in possession of the SAID PROPERTY, even prior to survey;

AND WHEREAS, said Michael alias Minguel Arcangelo D'Sa expired on 16/11/1999 and upon his death Inventory Proceedings were instituted by his surviving heir, Mrs. Bridget D'Sa, bearing Inventory Proceedings No. 166/2010/D, before the Court of Civil Judge, Senior Division at Mapusa, which were disposed of by Judgment and Order dated 04/08/2010 and in terms of which, the SAID PROPERTY was allotted to said Mrs. Bridget D'Sa;

AND WHEREAS, vide Deed of Sale dated 13th September, 2011, duly registered before the Sub-Registrar of Bardez under no. BRZ-BK1-05090-2011 at Book 1, CD No. BRZD 243 on 31/10/2011, said Mrs. Bridget D'Sa as the absolute owner in possession of the SAID PROPERTY, sold the SAID PROPERTY to VENDOR No. 1, VENDOR No. 3 and VENDOR No. 4, who acquired absolute rights of ownership to the SAID PROPERTY;

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AND WHEREAS, VENDOR No. 2 is the wife of VENDOR No. 1, VENDOR No. 4 is the wife of VENDOR No. 3 and VENDOR No. 6 is the wife of VENDOR No. 5 and have been joined as VENDORS to the present Deed and shall hereinafter be jointly referred to as "the VENDORS";

AND WHEREAS, VENDORS have represented and assured that the SAID PROPERTY, is free from any encumbrances, liens, mortgages, rights of tenancy, mundcarship etc. and the same is free and marketable and that the same is Settlement zone as per zoning regulations in force in the state of Goa;

AND WHEREAS, based on the assurances and representations of VENDORS, PURCHASERS have agreed to purchase the SAID PROPERTY, for a total consideration of Rs.60,00,000/- (Rupees Sixty Lakh Only), on the terms and conditions as agreed hereunder.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

- 1) That in consideration of the sum of Rs.60,00,000/- (Rupees Sixty Lakh Only), paid by the PURCHASERS to the VENDORS, in the following manner:

[Handwritten signatures and names of the parties involved in the deed, including vendors and purchasers.]

a) A sum of Rs.5,00,000/- (Rupees Five Lakh Only) vide cheque bearing no. 076968, dated 10/07/2012, drawn on HDFC Bank, New Delhi Branch, issued in favour of VENDOR No.1;

b) A sum of Rs.3,00,000/- (Rupees Three Lakh Only) vide cheque bearing no. 544934, dated 12/04/2012, drawn on Axis Bank, New Delhi Branch, issued in favour of VENDOR No.1;

A sum of Rs.9,00,000/- (Rupees Nine Lakh Only) vide cheque bearing no. 523904, dated 28/07/2012, ICICI Bank, New Delhi Branch, issued in favour of VENDOR No.1;

d) A sum of Rs.3,00,000/- (Rupees Three Lakh Only) vide cheque bearing no. 544949, dated 28/07/2012, drawn on Axis Bank, New Delhi Branch, issued in favour of VENDOR No.1;

e) A sum of Rs.10,00,000/- (Rupees Ten Lakh Only) vide RTGS transfer no. HDFC412124169849, dated 03/05/2012, through HDFC Bank, New Delhi Branch, in favour of VENDOR No. 3;



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f) A sum of Rs.15,00,000/- (Rupees Fifteen Lakh Only) vide RTGS transfer no. HDFC412205421488, dated 03/05/2012, through HDFC Bank, New Delhi Branch, in favour of VENDOR No. 3;

g) A sum of Rs.3,00,000/- (Rupees Three Lakh Only) vide cheque bearing no. 544932, dated 13/04/2012, drawn on Axis Bank, New Delhi Branch, issued in favour of VENDOR No.3;

h) A sum of Rs.3,00,000/- (Rupees Three Lakh Only) vide cheque bearing no. 544933, dated 12/04/2012, drawn on Axis Bank, New Delhi Branch, issued in favour of VENDOR No.5;

i) A sum of Rs.9,00,000/- (Rupees Nine Lakh Only) vide cheque bearing no. 523903, dated 28/07/2012, drawn on ICICI Bank, New Delhi Branch, issued in favour of VENDOR No.5;

receipt whereof VENDORS do hereby admit and acknowledge, the VENDORS, as the exclusive and beneficial owners of the SAID PROPERTY, more particularly described in SCHEDULE I hereunder written, hereby grant, convey, sell, transfer, assign and

[Handwritten signatures]

assure UNTO AND TO THE USE of PURCHASERS free from encumbrances all that the SAID PROPERTY, TO HAVE AND TO HOLD the same absolutely forever, together with Title Deeds, Writings and other evidence of title as ordinarily passes on with such Sale.

- 2) The VENDORS do hereby covenant with the PURCHASERS that notwithstanding any act, deed or thing by the VENDORS, done or executed or knowingly suffered to the contrary, the VENDORS have good right, full power and absolute authority to grant convey, sell, transfer and assure the SAID PROPERTY, UNTO AND TO the use of the PURCHASERS in the manner aforesaid and the PURCHASERS shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive the profits thereof without any obstruction, interruption, claim and demands whatsoever from or by the VENDORS or by any other person or persons lawfully or equitably claiming by or under or in trust for them.

- 3) The VENDORS shall and will from time to time and at all times hereafter at the request of the PURCHASERS

[Handwritten signatures and initials]

execute, make or perfect or cause to be executed, made or perfected all such acts, deeds, things and assurances whatsoever for further or more perfectly assuring the SAID PROPERTY and every part thereof UNTO AND TO THE USE of the PURCHASERS as shall or may be reasonably required for perfecting the title of PURCHASERS.

4) The VENDORS covenant with the PURCHASERS that the VENDORS have not done, permitted or knowingly and willingly suffered or been party to any act, whereby the VENDORS are prevented from conveying the SAID PROPERTY in the manner aforesaid.

5) The VENDORS covenant with the PURCHASER that:

- a) The SAID PROPERTY 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 and the title of the VENDORS, is subsisting, clear, free and marketable;

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- b) There are no encumbrances, charges, liens, etc., against the SAID PROPERTY or any part thereof.
- c) The SAID PROPERTY is not affected by any laws prohibiting present sale.
- d) No Notification is issued under any Ordinance Act, Statute/Rules or regulations affecting the SAID PROPERTIES or acquiring the SAID PROPERTY whereby VENDORS are prevented from selling the SAID PROPERTY.
- e) The SAID PROPERTY is in settlement zone.
- f) There are no agricultural tenants, protected or otherwise or lease holders or mundcars under the provision of Goa, Daman and Diu Tenancy Act, 1964, Mundcars Act or under any other law in force in this State, in respect of the SAID PROPERTY.
- g) They have not entered into any Agreement for sale, transfer etc. with any other third party concerning the SAID PROPERTY nor have they agreed to sell or encumber the same in any manner whatsoever.



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h) The VENDORS or their predecessors have not granted any right of way, easement or license or created any other right, to or in favour of, any person in over or in respect of the SAID PROPERTY hereby sold;|

6) VENDORS have also assured that there is an existing house on the SAID PROPERTY, which is in dilapidated condition, however, VENDORS assure that the said house is legal and the PURCHASERS shall be entitled to repair the same. VENDORS assure that they have cleared the house tax and all other applicable taxes on the SAID PROPERTY as on the date of execution of this Deed of Sale.

7) VENDORS assure that there are no defects in title and that there are no person who can claim title to the SAID PROPERTY.

8) VENDORS covenant with the PURCHASERS that they shall at the request and cost of the PURCHASERS do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more

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9) In case if there are any defects that may arise in respect of the title of the SAID PROPERTY due to any claims from any party having interest in the SAID PROPERTY, and/or for any other reason withheld from the PURCHASERS, the VENDORS do hereby agree to clear the title and/or such defects, at their costs and compensate and indemnify the PURCHASERS for losses suffered due to delay in execution of any project that may be undertaken by the PURCHASERS on the SAID PROPERTY.

relating to the SAID PROPERTY.

- 11) In pursuance to Notification No. RD/LND/LRC/318/77 dated 21/08/1978 issued by Secretary (Revenue) Government of Goa and circular no. 16/4/2011-RD dated 06/06/2011, the VENDORS hereby declare that SAID PROPERTY, does not belong to or owned by Scheduled Caste or Scheduled Tribe, as such previous sanction of Collector of North Goa, Panaji, is not required for the transfer or mutation of SAID PROPERTY in favour of PURCHASERS.
- 12) Possession of the SAID PROPERTY along with the house has been handed over to the PURCHASERS.
- 13) Each of the PURCHASERS shall jointly hold one third share each in the right, title and interest in the SAID PROPERTY.
- 14) The fair market value of the SAID PROPERTY, is Rs.60,00,000/- (Rupees Sixty Lakh Only), and accordingly, stamp duty of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) is affixed herewith.

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SCHEDULE

ALL THAT property known as '**BELAWISTA VADO**' situated at Sangolda, within the limits of Village Panchayat of Sangolda, Taluka and Registration Sub District of Bardez, District North Goa, State of Goa, having an area of about 1000 square meters with an existing old house in ruins, neither inscribed nor described in the Land Registration Office nor registered in the Taluka Revenue Office, however is surveyed under old cadastral survey No. 1387 and presently surveyed under survey No. 93/10 of Village Sangolda, Taluka Bardez, and the same is bounded as under:

EAST : By Comunidade of Sangolda and survey no. 86/6 of Sangolda Village;

WEST : By property surveyed under survey no. 93/10 of Sangolda Village;

NORTH : By Public Road.

SOUTH : By Comunidade of Pilerne.

Delineated on the plan annexed hereto in red outline.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands to this Deed on the day, month and year first above written.

[Signatures]

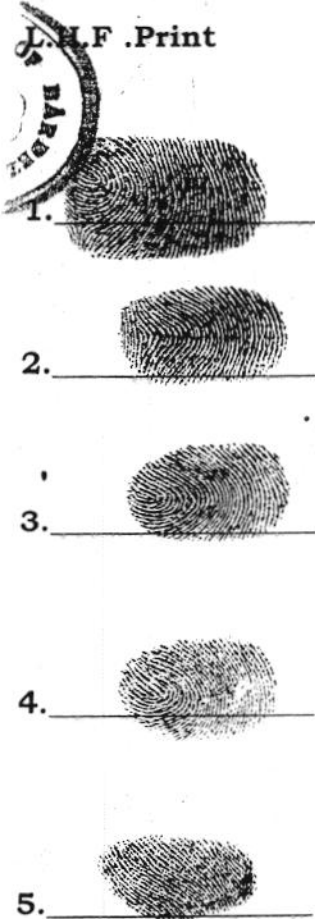
SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED VENDOR No. 1
Mr. RAJESH BHAGWANLAL SEN FOR SELF
AND AS POWER OF ATTORNEY HOLDER OF
VENDOR No. 2 Mrs. NEETA RAJESH SEN

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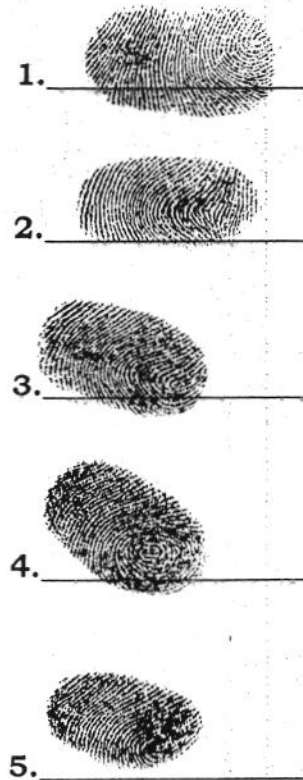


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L.F. Print



R.H.F. Print



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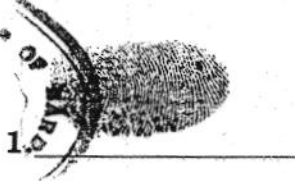
SIGNED, SEALED AND DELIVERED ,
BY THE WITHINNAMED VENDOR No. 3
Mr. ZAFRUL HAQ KHAN FOR SELF AND AS
ATTORNEY HOLDER OF VENDOR
No. 4 Mrs. PARVIN KHAN

Zafar Khan



Zafar Khan

L.H.F .Print



R.H.F.Print



Zafar Khan

Parvin Khan

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SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR No. 5
Mr. FEROUZ KHAN

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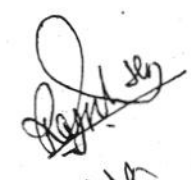


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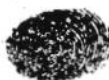
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**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER No.1
Mr. RAJIV MALHAN**

[Signature]



[Signature]

L.H.F.Print



R.H.F.Print



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SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER No. 2
Mr. MANOJ SHARMA

Manoj Sharma



Manoj Sharma

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Manoj Sharma
Manoj Sharma
Manoj Sharma
Manoj Sharma

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER No. 3
Mr. ANUJ MALHAN

Anuj Malhan



Anuj Malhan

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R.H.F. Print

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Signature of Mr. Anuj Malhan
Signature of Mr. Anuj Malhan
Signature of Mr. Anuj Malhan
Signature of Mr. Anuj Malhan
Signature of Mr. Anuj Malhan

In the presence of following witnesses:

1. Abenasham fadte

2. Swapresh Naic



Mr. J. K. S.

Mangal Sharma

Mr. K. L.

John.

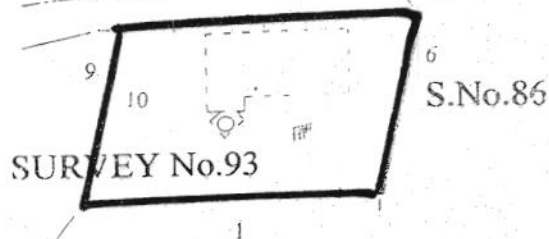


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOA



Plan Showing plots situated at
Village : SANGOLDA
Taluka : BARDEZ
Survey No./Subdivision No. : 93/ 10
Scale : 1:1000

Indward No. 155043



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Disha D Bardekar

Generated By : Disha D Bardekar
On : 06-07-2010

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Compared By: 07.07.2010

Plot No 17, Saldanha Colony Porvorim Bandra
housewife, both Indian National, No 1667/2

② Zorai Haq Khan, 50 yrs, married, business, for self and as P.O.A holder for
Ravin Khan, 44 yrs, married, housewife,
both Indian National, No Plot No. F-407/408
Devashree Garden Porvorim Bandra Goa.

③ Feroz Khan, 50 yrs, S/o Shabbir Khan,
married, business and his wife

④ Gulnar Khan, 47 yrs, married, housewife
both No. G-403, Devashree
Garden, Porvorim Bandra Goa.

⑤ Rajiv Mathan, 29 yrs, S/o D. D. Mathan,
married, business, No 3, Sector B-1, 1st
Vasant Kunj New Delhi.

⑥ Manoj Sharma, 48 yrs, S/o Late
Krishan Chandra Sharma, married, business,
No Plot No 126 Tower 3, Central Park 2 Sector,
48 Gurgaon Haryana

Executing party 1 to 7

admits execution of the so called

Sole

date

X RAMESH SEN
X Zafar Hagg Khan
FEB 62 S. KHAN.
Yuhaz. F. Khan.

RASHI MAHAN

Rash

MADJ SHARMA

Maharaj
Khan

ANUJ MALHAN

Anu
Khan

Ghanasham Fode, slo Navan Fode, 8948,
Mauved, Buinices, slo Kule na Bader Groc,

Ganesh Nayak, slo Audhu Nayak, 8. 40, Mauved,
Business, slo H. No 001/00 Bader Groc,

