

SP. 2000

BETWEEN

AAECT 52624
M/s. TRINITY LANDBASE PRIVATE LIMITED, a *S. Bansal*
company duly incorporated under the Companies Act *T. V. M.*
1956, having its registered office at 6926, Jaipuria Mills
Clock Tower, Subzi Mandi, Delhi 7, hereinafter referred to
as the "VENDOR", represented herein by its Director, Shri
JAI PRAKASH AGARWAL, major of age, son of late Shri
R.P. Agarwal, Indian National, resident of 16/79-C, Civil
Lines, Kanpur 1, presently residing at A-23, Sapna
Harmony, Gogol, Margao, Salcete, Goa.

A N D

AA C C V 42684
M/s. VERSATILE LANDBASE PRIVATE LIMITED, a *S. Bansal*
company duly incorporated under the Companies Act *T. V. M.*
1956, having its registered office at 307, Apra North
Ex-Plaza, H-2, Netaji Subhash Place, PITAMPURA, DELHI
110 034; hereinafter referred to as the "PURCHASER",
represented herein by its Director, Shri SANJAY
BANSAL, major of age, son of Shri Kedar Nath Bansal,
Indian National, and resident of 66, Bank Vihar, Road
No.42, Pitampura, Delhi 110 034.

T. V. M.

S. Bansal

WHEREAS -

- 1) there exists a property fully described in Schedule "A" hereto, and which property shall hereinafter be referred to as the "SAID PROPERTY".
- 2) the said property belonged to Mr. ESVONTA SINAI ZUARCAR married to BAGUIROTI ESVONTA SINAI ZUARCAR.
- 3) said Esvonta Sinai Zuarcar expired on 21/12/1916 without any issue and leaving behind his wife said Baguiroti Esvonta Sinai Zuarcar as his moiety sharer, and his mother Janaqui Vamona Sinai Zuarcar as his sole and universal heir.
- 4) upon the death of said Esvonta, a Deed of Partition with Settlement of Accounts of the creditor and Adoption dated 31/01/1923 was executed, which deed is recorded under no.206 at pages 76 onwards, wherein the said property was allotted to said Baguiroti Esvonta Sinai Zuarcar.



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5) as per the said Deed of Partition with Settlement of Accounts of the creditor and Adoption dated 31/01/1923 said Baguiroti also adopted VINAECA, who was the son of her cousin Essoda Porob, who came to be known as VINAECA ESVONTA SINAI ZUNVARKAR.

6) by virtue of Deed of Gift Intervivos dated 24/10/1950 recorded at folio 72 onwards of Deeds Book No.419 in the Office of the Civil Registrar cum Sub Registrar and Notary Ex-officio of the Judicial Division of Ilhas, said Baguiroti Esvonta Sinai Zuarcar gifted the said property in equal shares to her two grandsons namely VALLOBA SINAI ZUARCAR and SRIPADA SINAI ZUARCAR, who were then minors, and sons of her adopted son Vinaeca.

7) Said Valloba Sinai Zuarcar is married to Bharati Vallab Zuarcar, and Sripada Sinai Zuarcar is married to Snehalata Sripada Zuarcar. As such, they jointly became the exclusive owners and in possession of the said property.



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8) by virtue of Deed of Gift dated 3/9/1985 duly registered in the office of the Sub Registrar of Ilhas under no.58 at pages 389 to 397 of Book I Vol. No.218 dated 7/2/1986, said Zuarcars gifted a portion of the said property admeasuring 23,743 square metres, to Mr. DATTARAM PUNO NAIK, which portion is the northern portion of the said property.

9) thereafter, said Vallabh and Sripada orally partitioned the remaining portion of the said property among themselves equally, which portion is described in Schedule "B" hereto, being the southern portion was allotted to Sripada and his wife, AND the northern portion was allotted to Vallabh and his wife.

10) by virtue of Deed of Sale dated 31/05/2006 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.1561 at pages 20 to 66 of Book No.I Vol.1649 dated 06/06/2006, said Shripad Juvarkar and his wife Snehalata sold a part of their southern portion admeasuring 1,50,000 square metres to RPA Promoters



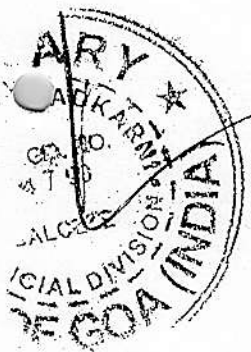
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and Developers Pvt. Ltd. a company incorporated and registered under the Companies Act, 1956, and having its registered office at 6926, Jaipuria Mills, Clock Tower, Sabzi Mandi, Delhi - 110 007.

11) by virtue of another Deed of Sale dated 28/07/2006 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.2079 at pages 78 to 135 of Book No.I Vol.1672 dated 09/08/2006, said Shripad Juvarkar and his wife, and Vallabh Juvarkar and his wife, sold their undivided 1,00,000 out of their remaining 2,73,032 square metres (i.e. $1,00,000/2,73,032$ square metres) to said RPA Promoters and Developers Pvt. Ltd.

12) by Deed of Rectification of Deed of Sale dated 28/07/2006, made on 18/10/2006, duly registered under no.2804 at pages 533 to 546 in Book no.I Vol. 1703 dated 31/10/2006, the Sale Deed dated 28/07/2006 was rectified to define specifically and describe the area of the property conveyed by the said Sale Deed; the said area conveyed by Sale Deed dated 28/07/2006, rectified on



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18/10/2006 specifically demarcates in the plan annexed to the Rectification Deed the area sold therein.

13) by virtue of Deed of Sale dated 18/10/2006 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.2803 at pages 473 to 532 of Book No.I Vol.1703 dated 31/10/2006, said Shripad Juvarkar and his wife, and Vallabh Juvarkar and his wife, sold a further 1,00,000 square metres out of their remaining 1,73,032 square metres (i.e. 1,00,000/1,73,032 square metres) to said RPA Promoters and Developers Pvt. Ltd. The said area sold by Sale Deed dated 18/10/2006 has been demarcated in the plan.

14) in view of the above, said Zuarcars have sold and transferred in favour of said RPA Promoters and Developers Pvt. Ltd., an area of 3,50,000 square metres, and the remaining portion which admeasures an area of 73,032 square metres, is described in Schedule 'C' hereto.



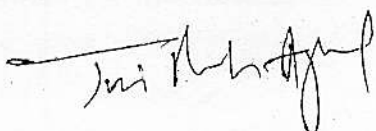
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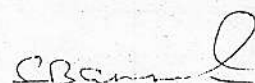
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15) subsequently, by virtue of three Deeds of Sale, duly registered in the office of the Sub Registrar of Ilhas at Panaji, said RPA Promoters and Developers Pvt. Ltd., sold, conveyed and transferred the said area of 3,50,000 square metres of the property described in Schedule 'B' hereto, to M/s. CASAGRANDE DEVELOPERS PRIVATE LIMITED a company incorporated and registered under the Companies Act, 1956 and having its registered office at 'Raheja Centre Point' 294 CST Road, Near Mumbai University, Off Bandra-Kurla Complex, Santacruz (E), Mumbai - 400098.

AND WHEREAS by virtue of a Deed of Sale dated 08/01/2007 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.152 at pages 323 to 386 of Book No.I Vol. no.1740 dated 16/01/2007, and a subsequent Deed of Rectification dated 16/03/2007 duly registered in the office of the Sub Registrar of Ilhas at Panaji, said Mr. SHRIPAD VINAYAK JUVARKAR and his wife, and Mr. VALLABH VINAYAK JUVARKAR and his wife,







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sold the remaining area of 73,032 square metres, which is described in Schedule 'C' hereto to the Vendor herein. The said part admeasuring 73,032 square metres described in Schedule 'C' hereto (comprising of C1 Zone & A2 Zone), shall hereinafter be referred to as the "SAID PART".

AND WHEREAS in view of the above, the Vendor Company herein became the owner and in possession of the SAID PART.

AND WHEREAS vide Agreement dated 10/10/2006 as well as Deed of Sale executed by RPA with Casagrande, as also Deed of Ratification cum Rectification cum Confirmation dated 31/03/2007 executed by the Vendor with Casagrande it has been agreed that right of way shall be provided by RPA, and further, the same is confirmed by the Vendor by Deed of Confirmation cum Ratification that RPA Promoters & Developers Pvt. Ltd. has granted Right of Way over a 18.33 mts. Wide strip to Casagrande, since Vendor has purchased part of the said Property.



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AND WHEREAS by virtue of an Agreement dated 17/01/2008, the Vendor had agreed to transfer and sell 30% share in the said part in favour of the Purchaser herein, which 30% share was equivalent to the tune of Rs.1,60,00,000/- (Rupees one crore sixty lakhs only).

AND WHEREAS out of the amount of Rs.1,60,00,000/-, the Purchaser has already paid to the Vendor, a sum of Rs.1,30,00,000/-, as under -

- a) a sum of Rs.50,00,000/- by Cheque bearing no.006203 dated 27/10/2006 drawn on Union Bank of India, Delhi;
- b) a sum of Rs.80,00,000/- by Cheque bearing no.006208 dated 27/02/2007 drawn on Union Bank of India, Delhi;

and the balance amount of Rs.30,00,000/- was agreed to paid by the Purchaser to the Vendor, at the time of execution of Deed of Sale in respect of the said 30% share in the said part, either in favour of the Purchaser or its nominee/s so indicated by the Purchaser in writing.



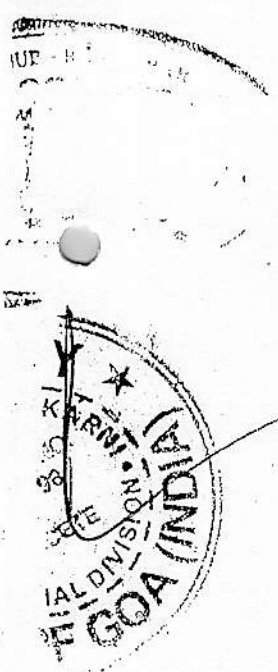
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AND WHEREAS after execution of the said Agreement dated 17/01/2008 between the parties hereto, wherein the Vendors who had agreed to transfer 30% share in the said part, realized that practically it is not possible to transfer the 30% share, and accordingly, after discussion between the Vendor and the Purchaser along with their respective Engineers, the parties hereto have arrived at an area to be transferred to the Purchaser.

AND WHEREAS as per the mutual and amicable understanding between the parties hereto, the Vendor has now agreed to sell to the Purchaser, the area of 23,706 sq. mts. which is shown in the plan annexed hereto in RED colour lines, and is described in Schedule 'D' hereto, and which area is more than the 30% share in the said part, and accordingly, the consideration now is Rs.1,68,00,000/- (Rupees one crore sixty eight lakhs only).

AND WHEREAS out of the said area of 23,706 sq. mts. an area of 18,258 sq. mts. is marked as C1 zone and the balance area of 5,448 sq. mts. is marked as A2 zone, as


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per the Outline Development Plan maintained by the office of the Town and Country Planning Department.

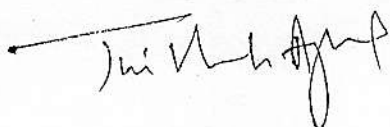
AND WHEREAS the Vendor has now agreed to sell to the Purchaser and the Purchaser believing to be true all the representations made by the Vendor, has agreed to purchase the said area of 23,706 sq. mts. which is described in Schedule 'D' hereto, for a total consideration of Rs.1,68,00,000/- (Rupees one crore sixty eight lakhs only), accordingly, the balance amount now payable by the Purchaser to the Vendor is Rs.38,00,000/- (Rupees thirty eight lakhs only).

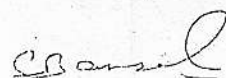
The said area of 23,706 sq. mts. shall hereinafter be referred to as the "SAID PORTION".

AND WHEREAS the parties hereto desire to complete the sale of the said portion, by executing this Deed of Sale.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER :

1. That in consideration of sum of Rs.1,30,00,000/- (Rupees one crore thirty lakhs only) already paid by the



Purchaser to the Vendor as stated above, and in further consideration of balance amount of Rs.38,00,000/- (Rupees thirty eight lakhs only) paid today by Cheque bearing no.006213 dated 17/11/2008 drawn on Union Bank of India, Shalimar Bagh, New Delhi branch, receipt of which entire consideration of Rs.1,68,00,000/- (Rupees one crore sixty eight lakhs only) is hereby admitted and acknowledged by the Vendor to the Purchaser, THE VENDOR company hereby sells, transfers, conveys and assures in favour of the Purchaser the said portion described in Schedule 'D' hereto, free from encumbrances, liens, charges, claim or interest of any nature AND TO HAVE AND TO HOLD the same to the Purchaser absolutely and forever for quiet and peaceful enjoyment thereof without any hindrance of any nature from any person/s.



2. That the Vendor hereby agrees and undertakes to save harmless and keep indemnified the Purchaser from and against all losses, charges, costs or expenses

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suffered or incurred by the Purchaser by reason of there being any liens, charges, encumbrances on the said portion conveyed hereunder;

3. That the Vendor shall at all time and at the request and cost of the Purchaser do, execute and perform all such further acts, deeds and things as may be required by the Purchaser for the purpose of more perfectly conveying and assuring in favour of the Purchaser the said portion hereunder and/or for the purpose of recording and registering in the name of the Purchaser the said portion conveyed hereunder in all Government records including Land Revenue and Land Survey records.

4. The Vendor has today delivered to the Purchaser the vacant possession of the said portion.

5. The Purchaser shall have no right to obstruct, block or encroach upon the right of way over a 18.33 mts. Wide strip granted by RPA Promoters & Developers Pvt. Ltd. to Casagrande Developers Pvt. Ltd.


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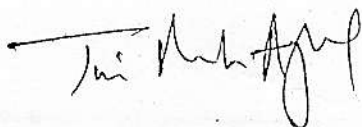
6. The Purchaser shall apply for mutation and partition of the said portion, for which, the Vendor shall give their no objection, and the Vendor shall also issue No Objection Certificate to the Purchaser for transferring the conversion sanad in favour of the Purchaser herein, to the extent of the area purchased by the Purchaser as per this Deed of Sale, and all the expenses for the same shall be paid and borne by the Purchaser herein.

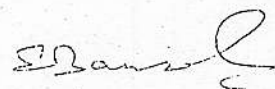
7. That the market value of the said portion is Rs.1,68,00,000/- (Rupees one crore sixty eight lakhs only), accordingly the stamp duty works out to Rs.5,04,100/- (Rupees five lakhs four thousand one hundred only), which is paid by the Purchaser at the time of execution of this Deed of Sale.

Schedule - A

Description of the property -

Property named Quintal or Quinta de Cima or Moula de Cima it is composed of Coconut trees, Areca trees, Jackfruit trees, Mango trees, Cashew trees, Brindao trees and



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other fruit bearing trees. It is situated in the village Gaolim-Moula, Taluka of Tiswadi and sub District of Ilhas, District of Goa, within the village Panchayat of Curca Ilhas, Goa. The said property is registered in the Land Registration Office at Panaji under No.1966 of book B-23 old and is enrolled in the Taluka Revenue Office at Panaji under Nos. 46, 47, 48 and is bounded on the-

East:- by the public road.

West:- By the hill known as Moula of Ezzo Naique and others.

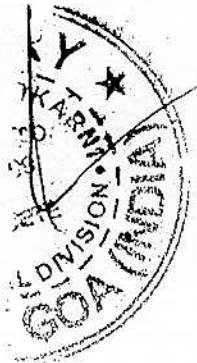
North:- by the hill of the Comunidade and the boundary of village Bainguinem;

South:- by the other hill Moula of Gopi Sinai Juvarkar.

The said property is surveyed under No.32/0, 33/0 and 34/0 of Village Gaolim Maula and admeasures 4,46,725 square metres.

Schedule - B

Part of the property described in Schedule 'A' above, which part admeasures 4,23,032.00 square metres and is


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bounded as under -

On the East - by the public road;

On the West - by the property gifted to Dattaram Puno Naik bearing survey no.34/0(part) and then the remaining part of the said property;

On the North - by the hill of the comunidade and the boundary of village Bainguinem;

On the South - by the other hill Moula of Gopi Sinai Juvarkar.

The above part is surveyed under survey no. 32/0, 33/0 and 34/0(part).

Schedule - C

Description of said part

The remaining Portion of the property described in Schedule 'B' above, which portion admeasures 73,032 square metres, and is bounded as under -

On the East:- by road;

On the West:- by the hill known as Moula of Ezzo Naique and others;

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On the North:- by the hill of Comunidade and the boundary of village Bainguinem;

On the South:- by the remaining part of the said property sold by sale deed dated 18/10/2006;

The said part is surveyed in the Village Gaolim Maula under Survey No.34/0 (part).

Schedule - D

Description of said portion conveyed hereunder

Portion of the property described in Schedule 'C' above, which portion admeasures 23,706 square metres, is shown in the plan annexed hereto marked in RED colour lines, and is bounded as under -

On the East:- by the road;

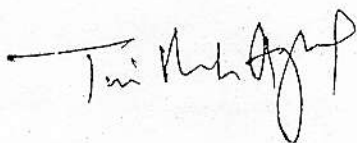
On the West:- by the hill known as Moula of Ezzo Naique and others;

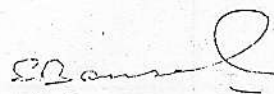
On the North:- by the remaining part of the property of the Vendor;

On the South:- by property of Casagrande Developers Pvt. Ltd.;

The said portion is surveyed in the Village Gaolim Maula under Survey No.34/1-C(part).



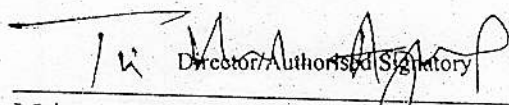




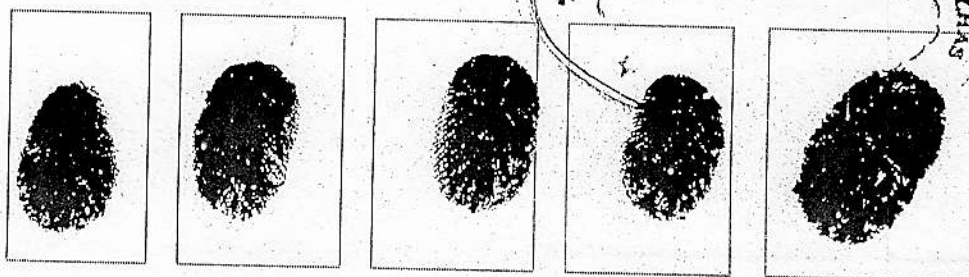
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first hereinabove mentioned.

VENDOR-

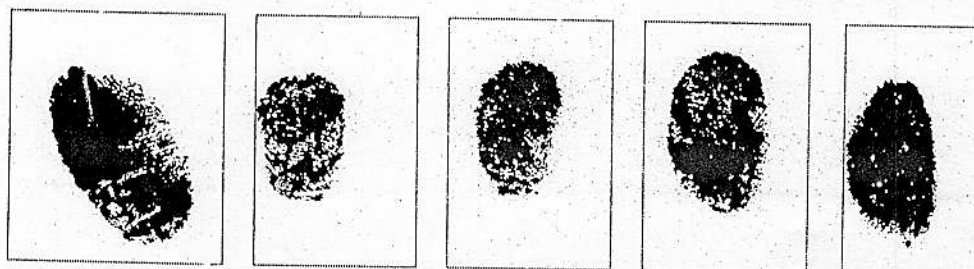
For TRINITY LAND BASE PVT. LTD.


Director/Authorized Signatory

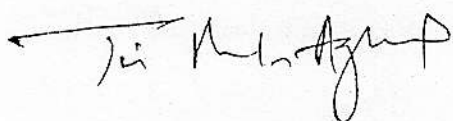
M/s. TRINITY LANDBASE PVT. LTD.
a company represented herein
by its Director,
Shri JAI PRAKASH AGARWAL

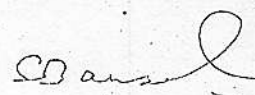


Left Hand Finger Prints



Right Hand Finger Prints







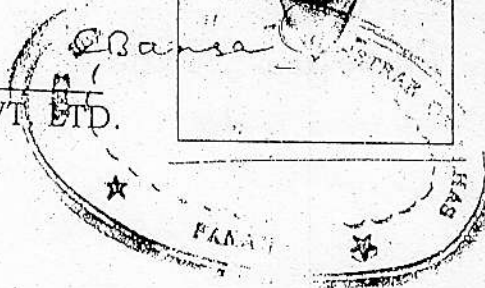
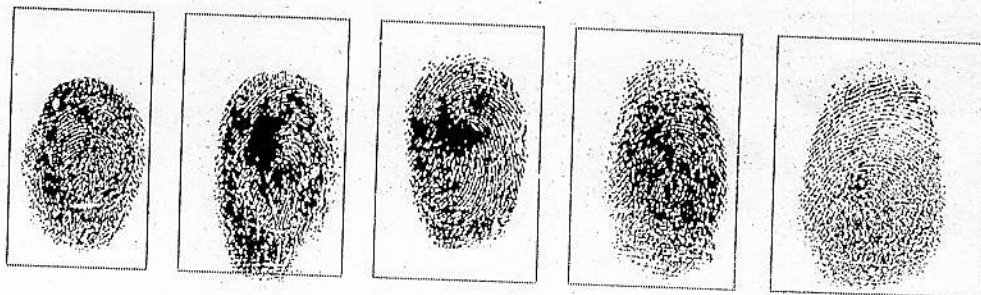
PURCHASER-

For Versatile Land Base Pvt. Ltd.

S. Bansal

Director

M/s. VERSATILE LANDBASE PVT. LTD.
a company represented herein
by its Director,
Shri SANJAY BANSAL.



Left Hand Finger Prints



Right Hand Finger Prints

Witnesses -

1. *Virendra Kumar Goel*
VIRENDRA KUMAR GOEL

2. *Vishal Saxena*
VISHAL SAXENA

Sanjay Bansal

S. Bansal



① M/s. Trinity Landbase Private limited, a company,
having its office at Delhi 7, represented by its Director
Shri. Jai Prakash Agarwal, major, s/o late R.P. Agarwal
Indian National, s/o Gogol, Margao, Salcete Goa.

② M/s. Versatile Landbase Private limited, a company
having its Reg. office at Pitampura, Delhi represented
by its Director Shri. Sanjay Bansal, major, Indian National,
s/o Pitampura, Delhi.

~~executing party~~

~~admission execution of the so called~~
~~Sale~~

1. To Mr. Aggarwal
S/o

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Adm Sanjay Shrishta
s/o Anand Shrishta
Bachelor, s/o Margao

and known to the Sub-Registrar
as the person who knows
the above content and identi-
fies him.

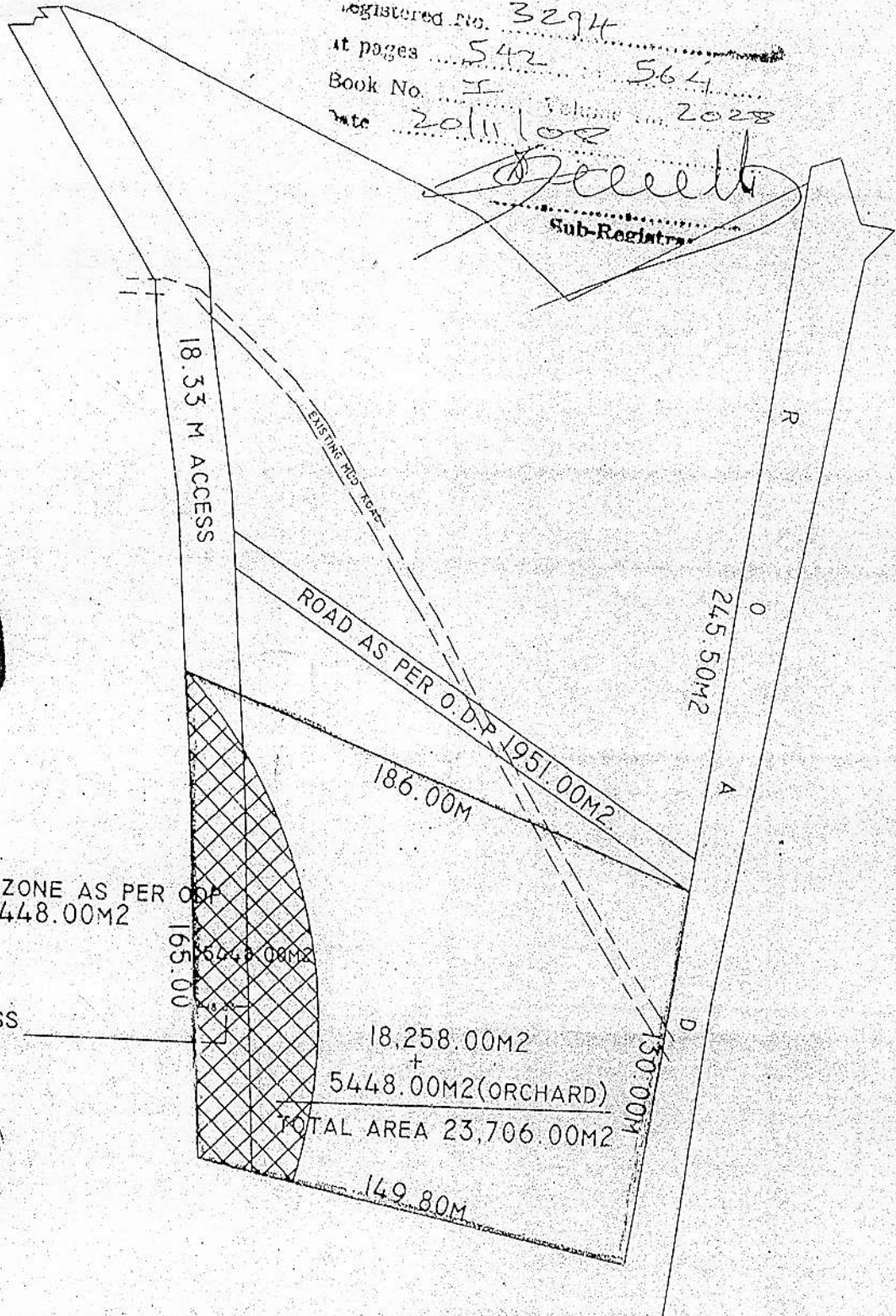
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SUB-REGISTRAR
MARGAO

PLAN SHOWING PROPERTY UNDER SURVEY NO. 34/1-C OF GAULIM MOULA
VILLAGE OF TISWADI TALUKA

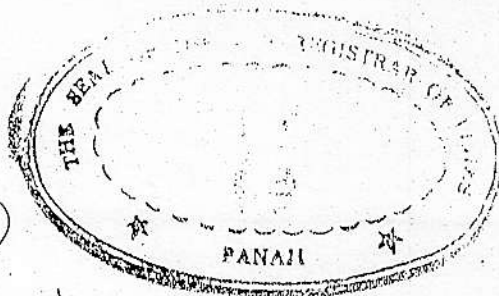
Registered No. 3294
at pages 542 564
Book No. I Volume 2028
Date 20/11/08

Sub-Registrar



Tiswadi Taluka

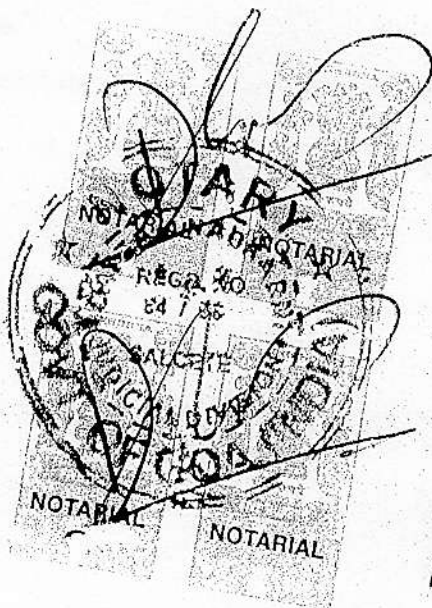
Registered No. 3294
it pages 542 564
Book No. I Volume 2028
Date 20/11/08



Note of Return this document
will be returned on 24/11/08

[Signature]

SUB-REGISTRAR
ILHAS



CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL

DATTA S. NADKARNI
NOTARY
JUDICIAL DIVISION OF SALCETE
STATE OF GOA (INDIA)
MARGAO

REG. NO. 19279 (3)
DATE 27/11/2008