Source Property of the State of

# Kadamba Sale Deed.

FORM "T" ORIGINAL
Receipt No. 13 9 Serial No.  Of APPLICATION
Date of 2 April 2007.  Nature of document— The Pril 1961
By whom presented—  Received fees as follows—  Res Ps. Ps.
Registration fee  Copy fee (folios)  Copy fee (sides)
Postage Copies or memoranda (sections 14 to 50)
Searches or inspection Fines Section 25
Section 34 Cortified copies (section 47) filios Other fees and payments
Item (on reverse) No.
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The deciments will be ready on
Please send the decuments by registered post to the person named
Presenter: ATE - ENGINEER (P. HO.)
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DAULAT BUILDING 18th JUNE ROAD PANAJI - GOA

NON JUDICIAL

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D-5/STP(V)/C.R/35/8/2006 - RD WDIA \*\*Five\*Nine\*Two\*\*Zero\*SevenSix\*\*Zero\*\*\*

Nome of Purchaser Naiknavare Constructions P. L. For The Bank of Rajasthaw Ltd.

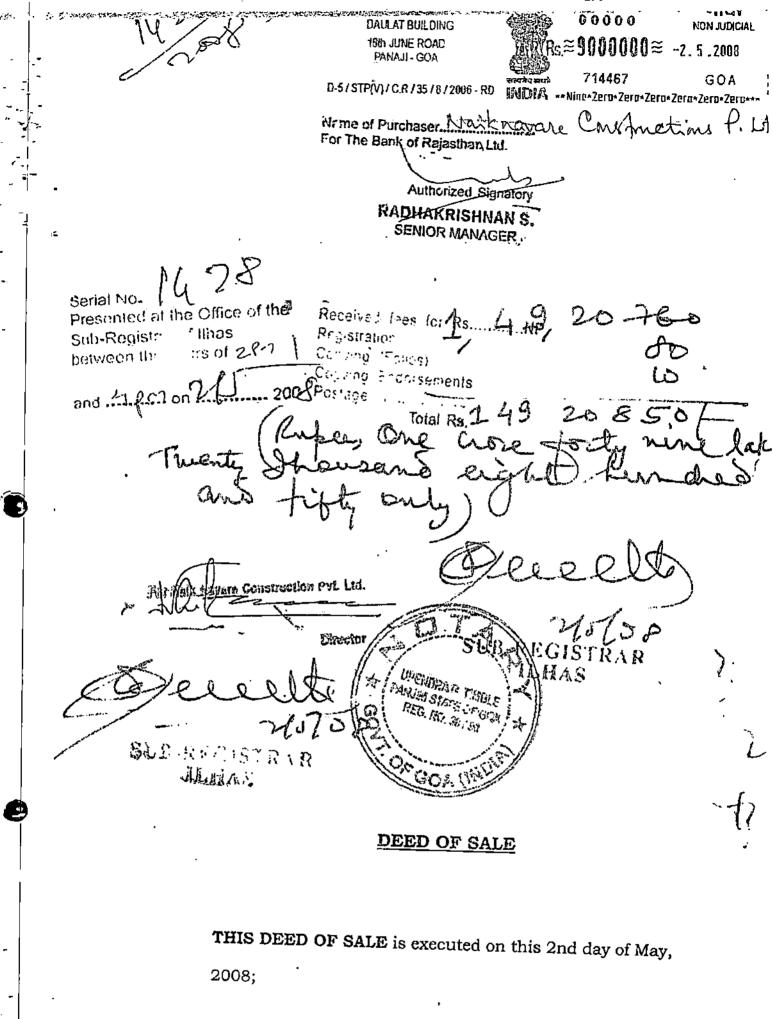
Authorized Signatory

RADHAKRISHNAN S. SENIOR MANAGER





M/S ENTERPRISE VALUE ENHANCEMENT (INDIA) PRIVATE LIMITED, a Company incorporated under the



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Companies Act, 1956 (Act 1 of 1956) having its Registered Office at 501, Goragandhi Apartments, 3 Laburnum Road, Gamdevi, Mumbai – 400 007, represented herein by its Director Mr. Prashant Nima, aged about 38 years, Indian National, residing at Kandivili, Mumbai, authorized vide Board Resolution dated 24th April, 2008, (hereinafter referred to as the "VENDOR", which term shall unless repugnant to the meaning or the context hereof, mean and include its, successors and assigns) of the ONE PART;



M/S NAIKNAVARE CONSTRUCTIONS PRIVATE
LIMITED, a Company incorporated under the Companies
Act, having its Registered Office at 1204/4, Ghole Road,
Shivajinagar, Pune – 411 004 and represented herein by
by its Director Shri Hemant Dattaji Naiknavare, son of
Shri Dattaji Naiknavare, aged about 47 years, Indian
National, residing at 1204/4, Ghole Road, Shivajinagar,
Pune – 411 004, and authorised vide Board Resolution

Ans.



dated 30/06/2007 hereinafter referred to as the "VENDEE", (which term shall unless repugnant to the subject or the context, mean and include its successors and assigns) of the OTHER PART;

WHEREAS there existed a property known as "ANEIXO DO OITEIRO" or "GAUCHM XIR E FUXAL GALE" admeasuring 3,40,000.00 (Three Lakhs Forty Thousand only) square metres described under No. 10335 at folio 105 of Book B-27 New in the Land Registration Office at Ilhas and bearing Matriz No. 169 of the Taluka Revenue Office, Panaji and which was bounded as under:

On the East: by the limit of Village Panelim.

On the West: by the property 'Camreachem Mol'

and Citeiro de Chondru Naik, 1/5<sup>th</sup> of Archibishop and coconut grove of

Joaquim Antonio Gonsalves.

On the North: by a Ladeira; and

On the South: by the limits of the Village Panelim.

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This property shall hereinafter be referred to as the "ENTIRE PROPERTY". The said "ENTIRE PROPERTY" is delineated in blue ink in the Plan annexed at Annexure-I to this Deed of Sale forming part and parcel thereof and surveyed under No.12/1, 13/1, 14/1, 15/1 of Village Panelim.

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Half (SAID Eastern the WHEREAS AND PROPERTY) and the Western Half of the "ENTIRE PROPERTY" have been duly partitioned by the Deputy Collector and SDO Panaji, in terms of Section 64 of the Land Revenue Code, 1968, and the Rules made thereunder; evident from the Order dated 25/03/2008 and the Corrigendum issued thereto on the same day in subsequently No.LND/PART/40/2008, and case confirmed under Order dated 24th April, 2008, passed by the Deputy Collector Panaji, Goa, and the Western Half of the Entire Property has been accorded Survey Nos.13/1-A; 13/1-B; 14/1-A and 15/1-A and the Survey Nos. for

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the Eastern Half of the Entire Property continues to be 13/1; 14/1 and 15/1;

AND WHEREAS the area of the aforesaid survey Nos.13/1-A, 13/1-B, 14/1-A and 15/1-A admeasures 1,10,551 square metres;

AND WHEREAS SURVEY No. 12/1 of the Entire Property (Western Half) admeasures 41,275 square metre;

AND WHEREAS the total area of the Western Half of the Entire Property comprising of Survey Nos.12/1, 13/1-A, 13/1-B, 14/1-A and 15/1-A admeasures in all 1,51,826 square metres.

AND WHEREAS due to the aforesaid Partition Proceedings, an area of 1,88,224 square metres is reflected in Form No. I & XIV of Survey No. 13/1; 14/1 and 15/1 being the Eastern Half of the Entire Property;

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AND WHEREAS as a result of the aforesaid Partition Proceedings, the "VENDOR" is in exclusive possession and enjoyment of an area to the extent of 1,88,224 square metres and/or otherwise, is well and sufficiently entitled to the same.

AND WHEREAS out of the said area of 1,88,224 square metres an area of 24,900 square metres is proposed to be acquired by the Government of Goa for road widening and the said area of 24,900 square metres does not form a part of the property which is being sold vide this Deed of Sale and therefore vide this Deed of Sale an area of only 1,63,324 square metres is being sold.

AND WHEREAS any compensation payable out of the acquisition of the said 24,900 square metres, the "VENDORS" shall be entitled to the said compensation. The said area of 24,900 square metres which is proposed to be acquired by the Government of Goa is delineaded in green ink in the Plan annexed to this Deed of Sale and forms part and parcel hereof.

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AND WHEREAS the "VENDOR" is the Owner in possession of the "SAID PROPERTY" being the Eastern Half of the "ENTIRE PROPERTY" admeasuring 1,63,324 square metres described under No.10335 at Folio 105 of Book B-27 New in the Land Registration Office at Ilhas and bearing Matriz No.169 of the Taluka Revenue Office, Panaji, known as "ANEIXO DO OITEIRO" or "GAUCHM XIR E FUXAL GALE" and surveyed under Nos. 13/1, 14/1, 15/1 of recent Survey of Village Panelim and bearing Cadastral Survey Nos.33/34, situated at Panelim, Sao Pedro, Ilhas, Taluka Tiswadi, Sub-Division Ilhas, District Goa and which is bounded as follows:

On the East: by a road and the limits of Village

Panelim.

On the West: by the property belonging to M/s

Inorbit Malls Private Limited bearing Survey Nos. 12/1; 13/1-A; 13/1-B;

14/1-A and 15/1-A;

On the North: by Survey No.13/1-B and 12/1;

and

On the South: by the limits of Village Panelim.

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This property referred to as the "SAID PROPERTY" is better described in Schedule-II hereunder written and delineated in red ink on the Plan annexed at Annexure II to this Deed of Sale and forms part of, and is the subject matter of the present Deed of Sale.

AND WHEREAS the "SAID PROPERTY" originally belonged to Mario Bernardo Lizardo Barbosa and his wife Etelvina Fernanda E. Barbosa and vide Sale Deed dated 3rd April, 1985, the "SAID PROPERTY" was purchased by Shrikrishna Rajaram Thakur and Laxman Janardhan Thakur from the aforesaid owners.

AND WHEREAS vide Registered Sale Deed dated 20th September, 2007, the "VENDOR" herein has purchased the "SAID PROPERTY" from the legal heirs of Shrikrishna Rajaram Thakur, from Laxman Janardhan Thakur and other members of the Thakur family.







AND WHEREAS the "VENDOR" has represented to the "VENDEE" that it is the exclusive owner in possession of the "SAID PROPERTY" pursuant to the Sale Deed dated 20th September, 2007, having an absolute and marketable title and the exclusive right, title and interest to convey the "SAID PROPERTY" by way of sale.

"VENDEE" that the "SAID PROPERTY" is not the subject matter of any Notice of Acquisition or Requisition by the Government or any other Authority, nor is the same affected by any Government Notification or Government Orders nor are there any Land Acquisition or Requisition Proceedings or any other Proceedings or Encumbrances of whatsoever nature either initiated or pending in respect of the "SAID PROPERTY" or any part or parts thereof;

AND WHEREAS the "VENDOR" has represented and the "VENDEE" has since confirmed that a majority of

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the SAID PROPERTY falls in the Settlement Zone (S-1, ans S-4) and a marginal portion is classified as A-1 and A-2 Zones.

AND WHEREAS the "VENDOR" has informed the "VENDEE" that no parties have any right of pre-emption, easement or any other right of like nature in respect of the "SAID PROPERTY" by virtue of which any person is likely to challenge or in any manner, upset the present Sale Deed.

AND WHEREAS the "VENDOR" has declared to "VENDEE" that the "SAID PROPERTY" does not have any claims of tenancy, mundkarship or any other claims of whatsoever nature.

AND WHEREAS the "VENDOR" is the Owner in possession of the "SAID PROPERTY" and has represented to the "VENDEE" that it has absolute authority to sell the "SAID PROPERTY".

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AND WHEREAS the "VENDOR" has approached the "VENDEE" hereinabove offering for sale, the "SAID PROPERTY" more particularly described in Schedule-II hereinunder mentioned and delineated in red ink to the Plan annexed to this Deed of Sale for a total consideration of Rs.74,60,37,950 (Rupees Seventy Four Crores Sixty Lakhs Thirty Seven Thousand Nine Hundred Fifty only).

AND WHEREAS the name of the late Mario Barbosa inadvertently continues to appear in Form I & XIV of Survey Nos. 13/1, 14/1 and 15/1. The "VENDOR" has agreed that the "VENDOR" shall get the name of the late Mario Barbosa deleted from the Survey Records.

AND WHEREAS the "VENDOR" has represented to the "VENDEE" that there are no pending suits, appeals, litigations or any proceedings whatsoever in any Court of Law or Tribunal or any other Forum or Authority that may affect the Title of the "VENDORS" to the "SAID PROPERTY" or any part thereof";

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AND WHEREAS the "VENDOR" and the "VENDEE" have agreed to execute this Deed of Sale conveying the "SAID PROPERTY" in favour of the "VENDEE" under these presents.

#### NOW THEREFORE THIS DEED WITNESSETH THAT:

(Rupees Seventy Four Crores Sixty Lakhs Thirty Seven Thousand Nine Hundred Fifty only) which has been paid by the "VENDEE" to the "VENDOR" today vide Demand Draft No. 415086 dated 24th April, 2008 for an amount of Rs.74,60,37,950.00 (Rupees Seventy Four Crores Sixty Lakhs Thirty Seven Thousand Nine Hundred Fifty only) drawn in favour of M/s Enterprise Value Enhancement (India) Private Limited issued by State Bank of India, Industrial Finance Branch, Pune, the receipt whereof the "VENDOR" does and doth hereby admit, confirm and acknowledge and upon having received the said payment being the full, final and total consideration for sale, does and doth hereby release and discharge the "VENDEE"

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absolutely and forever; the "VENDOR" does hereby sell, grant, convey, assure, transfer and assign to the "VENDEE" the "SAID PROPERTY" described in the Schedule-II hereinunder written along with all the estate, right, title, interest, easements, privileges, claim, EVERY AND ALL Right, Title, Interest and demand whatsoever of the "VENDOR" in the "SAID PROPERTY" or any part thereof TO HAVE AND TO HOLD the same unto the "VENDEE" as absolute owner forever hereafter.

- an amount of Rs.74,60,37,950 (Rupees Seventy Four Crores Sixty Lakhs Thirty Seven Thousand Nine Hundred Fifty only) receipt whereof the "VENDOR" does hereby admit, confirm and acknowledge and declares and acknowledges the "VENDEE" as the Full Owner in Title and possession the "SAID PROPERTY".
- (3) The "VENDEE" as the Owner, shall be free to own, hold, develop, part with, or deal in any manner as desired by the "VENDEE" the "SAID PROPERTY" and to

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develop the same to the permissible coverage and Floor Area Ratio and deal with the "SAID PROPERTY" as absolute owners thereof. The "VENDOR" undertakes to sign all papers, no objection certificates, plans, affidavits, undertakings, statements, declarations and all the other necessary documents including documents in order to change the Survey Records and all other Records in the name of the "VENDEE" before the Mamlatdar or any Authority and comply with all other requirements for the aforesaid purpose as required by the "VENDEE" at all times without any demur.

- (4) The "VENDOR" does hereby covenant with the "VENDEE" as under:-
- (a) The "VENDOR" as the absolute owner hereby grants, conveys, sells, transfers, assures and assigns unto the "VENDEE" absolutely free from any encumbrances all and singular, the "SAID PROPERTY" together with all privileges, right, liberties, amenities,

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easements and appurtenances whatsoever either belonging to or in any way appertaining on, usually held or occupied therewith or reputed to belong, estate, right, title, interest, claim and demands whatsoever of the "VENDOR" unto the "VENDEE" same every part thereof TO HAVE AND TO HOLD the same unto the use of the "VENDEE" absolutely and forever together with the title deeds, writing and other ordinances of title as ordinarily passes against such sale.

(b) The "VENDOR" hereby covenants to the "VENDEE" that notwithstanding any acts, deeds or things heretofore done, executed or knowingly suffered to the contrary, the "VENDOR" has a marketable title to the "SAID PROPERTY" free from any encumbrances, charges, claims, demands, attachments or defects in title of whatsoever nature, and the "VENDOR" does further declare and covenant that it has a good and marketable title, right, full power and absolute authority to sell and convey the "SAID PROPERTY" hereinunder sold to the "VENDEE" by this Deed of Sale;

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- (c) That no Right of Easement or any other Right of any kind whatsoever, is claimed or is available to any other person or persons in respect of the user and the enjoyment of the "SAID PROPERTY";
- (d) That the "SAID PROPERTY" or any part thereof is not and never was, a tenanted land and no person had ever claimed nor claims any tenancy or Mundcarial rights over the "SAID PROPERTY";
- (e) The "VENDOR" has parted with the peaceful, free, vacant and exclusive possession of the "SAID PROPERTY" to the "VENDEE" and the "VENDEE" shall be entitled to enjoy the same without any interruption or disturbances either by the "VENDOR" or any other person or persons claiming through or under them or without any disturbance or interruption from any person whatsoever;
- "SAID PROPERTY" being lost by the "VENDEE" on account of any claim made thereto by any other person or persons, the "VENDOR" herein and it's successors in

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interest shall indemnify the "VENDEE" for such loss together with all litigation expenses that may be incurred by the "VENDEE" in order to protect the "VENDEE" of the title, possession and ownership with regard to the "SAID PROPERTY" and hereby unconditionally, perpetually and completely indemnifies the "VENDEE" fully and its successors and secures the "VENDEE" not only for the consideration herein paid, but also for any loss, damage, or anything suffered by the "VENDEE".

that the "SAID PROPERTY" hereby transferred is free from all encumbrances, charges, equities, claims or demands of whatsoever nature and that the "VENDOR" has not done anything, whereby the "SAID PROPERTY" is made subject to any attachment or lien of any Court, Authority or person whatsoever and that the "VENDOR" hereby covenants to fully keep harmless, indemnify and keep indemnified forever, the "VENDEE" or its successors from or against all or any encumbrances, loss, damages, expenses, charges, equities, claims, defects in title or any demands of whatsoever nature;

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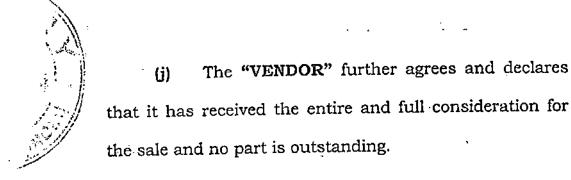




- (h) The "VENDOR" and all persons claiming through or under it, further covenant that they shall from time to time at the request and demand of the "VENDEE", do or execute or cause to be done or executed all such acts, deeds and things whatsoever for further more perfectly conveying and assuring the "SAID PROPERTY" unto the "VENDEE" in the manner aforesaid in accordance with the true intent and meaning of this Deed as styled or as may be reasonably required;
- not received any Notice or Notices under the Land Acquisition Act, or any other enactment providing for compulsory acquisition or any other law relating to the "SAID PROPERTY" or any part thereof. The "VENDOR" further declares that the "SAID PROPERTY" is not the subject matter of any pending litigation that may affect the Title of the "VENDORS" nor has the "SAID PROPERTY" been mortgaged or any charge created thereof for the purpose of obtaining any loan or as collateral security for any loan obtained by any other person.

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- (k) The "VENDOR" does hereby specifically declare that no person/persons has/have any, nor have claimed any tenancy or easementary rights or any other kind of rights over the "SAID PROPERTY". The "VENDOR" further declares that in the "SAID PROPERTY" there exists no house or houses nor is any person claiming as Lessee, Licensee or Mundkar of the "VENDOR".
- (I) The "VENDOR" hereby gives its No Objection to the deletion of its name from the Survey Records and for inclusion of the name of the "VENDEE" in the same.

  The "VENDOR" shall further co-operate with the "VENDEE" in all respects and sign all and whatsoever papers and documents given by the "VENDEE" in order to carry out the mutation in the Survey Records.

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- (5) The Purchase Price of Rs.74,60,37,950 (Rupees Seventy Four Crores Sixty Lakhs Thirty Seven Thousand Nine Hundred Fifty only) represents the present true and correct Market Value of the "SAID PROPERTY".
- (6) The "SAID PROPERTY" has been described in the Schedule hereunder written and for greater clarity the "SAID PROPERTY" has been shown on the Plan annexed hereto with its boundaries delineated in red ink. The Schedule and the Plan at Annexures I and II annexed to this Deed of Sale shall form an integral part and parcel of this Deed of Sale and should be construed accordingly.
- (7) The "VENDOR" has today handed over to the "VENDEE", quiet, peaceful and vacant possession of the "SAID PROPERTY";
- (8) The "VENDOR" acknowledges for all legal purposes, that the dues, taxes/cess to the "SAID PROPERTY" in respect to all Authorities have been duly

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paid in full and that there are no pending dues/statutory dues or any dues or arrears of whatsoever nature concerning the "SAID PROPERTY" hereinunder sold to the "VENDEE". The "VENDOR" accepts any liability to pay any dues prior to this date if claimed or demanded and keep the "VENDEE" fully indemnified from having to pay any such claims or arrears accruing or arising upto the day hereinabove written.

(9) The "VENDOR" has today handed over to the "VENDEE" all the original documents and papers pertaining to the "SAID PROPERTY" and assures the "VENDEE" of handing over and producing any document on the request of the "VENDEE".

(10) This Sale Deed has been executed on this 2<sup>nd</sup> day of May, 2008, and the "VENDEE" has entirely borne the expenses of Stamp Duty and Registration Fees and it is agreed between the Parties that the original copy of this Sale Deed shall remain with the "VENDEE".

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#### SCHEDULE - I (Of the Entire Property)

ALL THAT Property known as "ANEIXO DO GALE" FUXAL "GAUCHM XIR  $\mathbf{E}$ OITEIRO" admeasuring 3,40,000.00 (Three Lakhs Forty Thousand only) square metres described under No. 10335 at folio 105 of Book B-27 New in the Land Registration Office at Ilhas and bearing Matriz No. 169 of the Taluka Revenue Office, Panaji and which was bounded as under:

by the limit of Village Panelim. On the East:

by the property 'Camreachem Mol' On the West:

> and Citeiro de Chondru Naik, 1/5th of Archibishop and coconut grove of Antonio Gonsalves. Joaquim

by a Ladeira; and On the North:

by the limits of the Village Panelim. On the South:

And surveyed under Nos.12/1, 13/1, 14/1 and 15/1 of Village Panelim, admeasureing 3,40,000 square meters or thereabouts;



### SCHEDULE - II (Of the Said Property hereby sold)

ALL THAT EASTERN HALF of the "ENTIRE PROPERTY" admeasuring 1,63,324 square metres described under No.10335 at Folio 105 of Book B-27 New in the Land Registration Office at Ilhas and bearing Matriz No.169 of the Taluka Revenue Office, Panaji, known as "ANEIXO DO OITEIRO" or "GAUCHM XIR E FUXAL GALE" and surveyed under 13/1, 14/1, 15/1 of recent Survey of Village Panelim and bearing cadastral Survey Nos.33/34, situated at Panelim, Sao Pedro, Ilhas, Taluka Tiswadi, Sub-Division Ilhas, District Goa and which is bounded as follows:

On the East: by a road and the limits of Village Panelim.

On the West: by the property belonging to M/s
Inorbit Malls Private Limited bearing
Survey Nos. 12/1; 13/1-A; 13/1-B;
14/1-A and 15/1-A;

On the North: by Survey No.13/1-B and 12/1; and

On the South: by the limits of Village Panelim.

Delineated in red ink line on the Plan annexed hereto at

Annexure – II and forming part of this Deed of Sale.

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IN WITNESS WHEREOF THE PARTIES HERETO
HAVE SIGNED THIS DEED OF SALE ON THE DAY
MONTH AND YEAR FIRST HEREINABOVE MENTIONED

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SIGNED, SEALED & DELIVERED

EY THE WITHINNAMED PARTY

OF THE FIRST PART

M/S ENTERPRISE VALUE

ENFIANCEMENT (INDIA)

PRIVATE LIMITED through its

Director Mr. Prashant Nima.

. arpitan Valga Eukongament India Pvi. Ltd.

Mr. Prachant Nima

RIGHT HAND FINGER PRINTS

Left Hand Tinger Prints























SIGNED, SEALED & DELIVERED
BY THE WITHINIAMED PARTY
OF THE SECOND PART
M/S MAIKNAVARE CONSTRUCTIONS
PRIVATE LIWITED through its
Director, Mr. Hemant Naiknavare.



Mr. Hemant Naiknavare

Director

left hand Finger prints























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#### IN THE PRESENCE OF :

WITNESSES:

KARANDIKAR SHRIRAAM D.

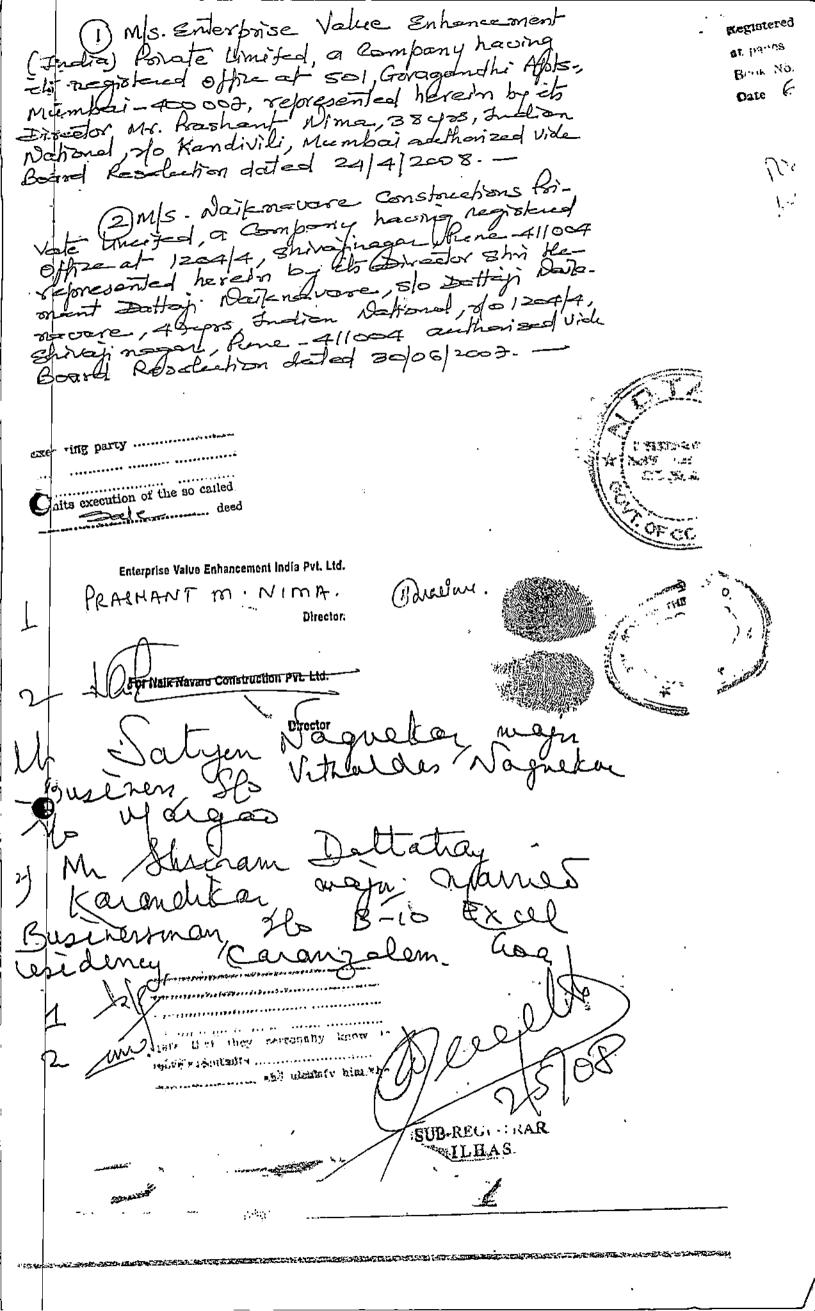
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#### RECEIPT

RECEIVED an amount of Rs.74,60,37,950 (Rupees Seventy Four Crores Sixty Lakhs Thirty Seven Thousand Nine Hundred Fifty only) vide Demand Draft No. 415086 dated 24th April, 2008 for an amount of Rs.74,60,37,950.00 (Rupees Seventy Four Crores Sixty Lakhs Thirty Seven Thousand Nine Hundred Fifty only) drawn in favour of M/s Enterprise Value Enhancement (India) Private Limited issued by State Bank of India, Industrial Finance Branch, Pune, from M/s Naiknavare Constructions Private Limited in full and consideration towards the sale of the said property mentioned in Schedule-II.

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"VENDOR"
Represented by its Director.
MR. PRASHANT NIMA

WITNESSES:

KARANDIKAR SHRIRAAM D.

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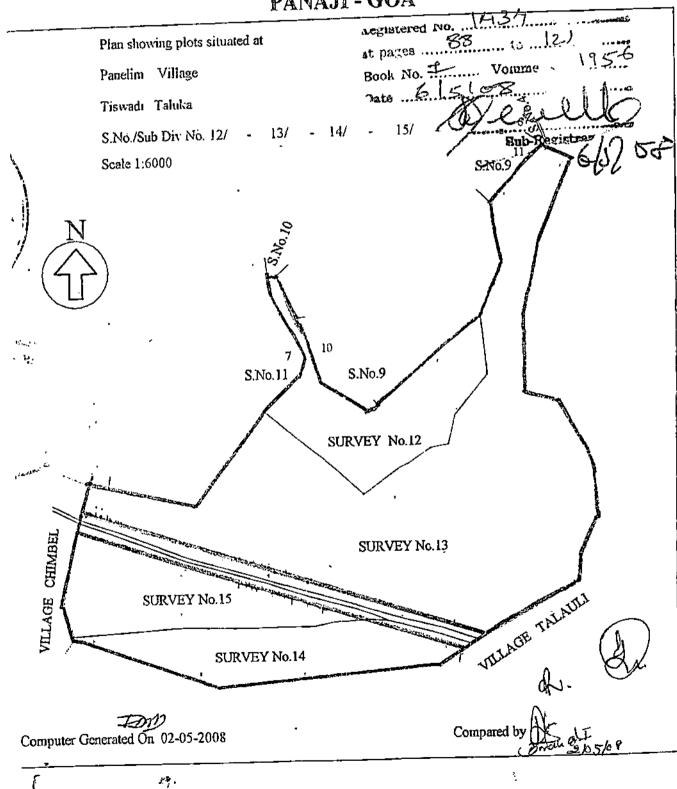
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### annexure I.



## GOVERNMENT OF GOA Directorate of Settlement and Land Records

PANAJI - GOA



#### RECEIPT OF POSSESSION

The "VENDOR" has today, handed over quiet, vacant and peaceful possession of the Eastern Half admeasuring 1,63,324 square metres of property known as "ANEIXO DO OITEIRO" or "GAUCHM XIR E FUXAL GALE" and surveyed under Survey Nos. 13/1, 14/1 and 15/1 of Village Panelim, Tiswadi Taluka, which is better described in Schedule - II of the Sale Deed referred to as "the said property"; the Vendee hereby confirms receipt of the said quiet, vacant and peaceful possession.

This receipt shall form an integral part and parcel of the Sale Deed and shall be construed accordingly.

MR. PRASHANT NIMA

"VENDOR"

"VENDEE" Represented by its Director Represented by its Director MR.HEMANT NAIKNAVARE

WITNESSES:

KARANDIKAR SHRIRAM D.

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Registered No ot powers

Brook No. 15.19

Date 6.15.19 Sub-Registra 615105 احير . 6/1/28 DESCRIPTION OF THE PROPERTY OF

TRUE COPY

O. R. TIMBLE

NOTARY

PANALL STATE OF GOA (INDIA)

