

MAR 10

25/06/10

TRUE COPY

HDFC BANK LTD
OPP. BABU NAIK HOUSE
AQUEM, ALTO
MARGAO-GOA-403 601

भारत 00929 NON JUDICIAL ५ [४]
103609 MAY 17 2010
11:03
Rs. 0083000/- PB6678

0-5/STP(V)/C.R./35/8/2006-RD(PART)

INDIA STAMP DUTY GOA

Name of Purchaser SIRBIOTECH INDIA LTD
For HDFC BANK LTD.

[Signature]

Authorised Signatory
Aquem, Margao-Goa

Received fees for Rs.
Registration
Copying Folios
Copying Endorsements *Rs 50*
Postage *100*
Total Rs. *100*

Serial No. *1818*
Presented at the Office of the
Sub-Registrar of Ilhas
between the hours of *10 am*
and *12 pm* on *23/6/2010*

100/-
one hundred only
Rs. 105367
Rs. 105445
Rs. One lakh five thousand
one hundred and thirty
only paid vide R N^o 9/24
dt 29/6/2009 on ap to Sale
Regd^o 1659 Vol 210 dt 30/6/09

Mdes

[Signature]
SUB-REGISTRAR
23/6/10

DEED OF SALE **SUB-REGISTRAR**
ILHAS

THIS DEED OF SALE is made and executed at
Panaji, Goa, on this 22nd day of June of the year
two thousand and ten - BETWEEN -



(1)(a) MR. MARTO FERNANDES, son of late Joao
Fernandes, aged 44 years, occ:service, married
and his wife (b) MRS. MILAGARINA FERNANDES, daugh-
ter of Luis Phillip Dias, aged 37 years,

[Signatures]

housewife, both Indian Nationals and residents of Portel Bhat, Batim, Ilhas, Goa, hereinafter referred to as the "VENDORS" of the ONE PART - AND -

(2) M/S. SIR BIOTECH INDIA PRIVATE LIMITED, a limited company, incorporated and registered under Indian Companies Act, 1956, having its registered office at New Delhi and branch office at A-2, Solidaire Villa, Kirbhat, Nuvem, Salcete, Goa, Pan Card No. ~~XXXXXXXXXXXX~~ represented herein through its Director, MR. JAI PRAKASH AGARWAL, son of late Shri R.P. Agarwal, aged 48 years, married, Indian National, resident of A-11, Sapana Harmony, Gogol, Margao, Goa, hereinafter referred to as the "PURCHASER" of the OTHER PART.

Each of the expressions "THE VENDORS" and "THE PURCHASER" herein used shall unless repugnant to the context or meaning thereof be deemed to include them, their respective executors, administrators, successors and assigns.

WHEREAS there exists a property, namely Plot B of the property surveyed under No.57/1 of Gancim



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village of Ilhas and forming part of two contiguous properties, both adjoining one another, namely (i) Property known as "SEXTO PEDUCO DO PREDIO SEM DENOMINACAO QUE FOT DO MATRES GUILHERME GOMES", described in the Land Registration Office of Ilhas at Panaji under No.4910 at folios 111 of Book B-13 of new series, enrolled in the Land Revenue Office at Panaji under Matriz No.309 and surveyed under Cadastral Survey No.309 and (ii) Property known as "CAJUAL QUE SEXTO LOTE DE OITIRO DE GANCIM denominated "SURYING VALLY", described in the Land Registration office of Ilhas under No.1709 at folios 139 of Book 20 of Old series and in the Taluka Revenue office under Matriz No.56 and surveyed in the Old Survey office at Panaji under Old Survey No.24 and both situated at Gancim village, within the area of Village Panchayat of Gancim, Taluka and Sub-District of Ilhas, District of North Goa, State of Goa, and jointly surveyed under No.57/1 and 32/1 of Gancim village and more particularly described in the SCHEDULE "A" hereunder.

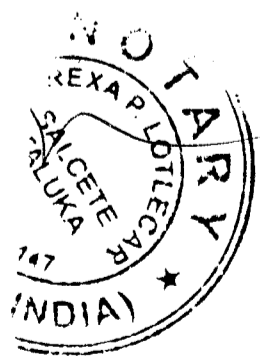


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The said Plot B is hereinafter referred to as the "said property";

AND WHEREAS Mrs. Milagrina Cunha alias Milagrina Fernandes acquired one fourth undivided right, share and interest in the said entire property from Dr. Jose Maximo Manuel Pedro Andre Guadalupe de Menezes and his wife by virtue of Deed of Sale dt. 27th August 1977 registered in the office of the Sub-Registrar of Ilhas, Panaji under No.635 at pages 294 to 298 of Book No.I Vol.117 dt. 30.8.1977;

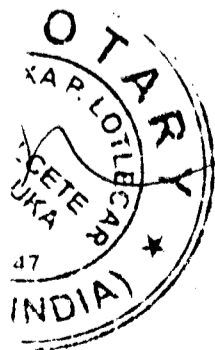
AND WHEREAS in civil suit for partition filed by said Mrs. Milagrina Fernandes and her husband in the Court of the Civil Judge, Sr. Division, Panaji, being Reg. Civil Suit No.119/99/B against the other co-owners, the said entire property was partitioned among the said co-owners by Consent Decree passed on 11.10.1999, whereby the Plot B of the portion surveyed under No.57/1 of Gancim village, admeasuring 19,225 sq. mts i.e. the said property was allotted to said Mrs. Milagrina Cunha alias Milagrina Fernandes and her husband.



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AND WHEREAS said Mrs. Milagrina Cunha alias Milagrina Fernandes expired on 23rd October 2006 and her husband Mr. Joao Fernandes expired on 6th November 2006 and by virtue Deed of Succession drawn on 16.1.2008 at page 4 onwards of Deeds Book No.695 of Notary Public Ex-officio of Ilhas Panaji their following children with their spouses, namely (a) MR. MARIO FERNANDES and his wife (b) MRS. MILAGRINA FERNANDES, (c) MR. EGIDIO FERNANDES and his wife (d) MRS. MARIA FLAVIANA BRIGIDA PEREIRA, (e) MRS. ROSY FERNANDES E DIAS and her husband (f) MR. DIOGO ANTONIO JOAO DIAS, (g) MRS. SARITA FERNANDES and her husband (h) MR. ROMEO FERNANDES, (i) MRS. LUCY LOURENCO FERNANDES and her husband (j) MR. FRANCISCO INACIO PILLAY has been qualified as their only heirs and successors;

AND WHEREAS by Deed of Gratuitous Relinquishment of Illiquid Rights drawn on 9th April 2008 by Ex-officio Notary of Ilhas at page 56v onwards of Book No.695 said daughters, Mrs. Rosy Fernanes e Dias, Mrs Sarita Fernandes and Mrs. Lucy Lourenco Fernandes alongwith their husband relinquished

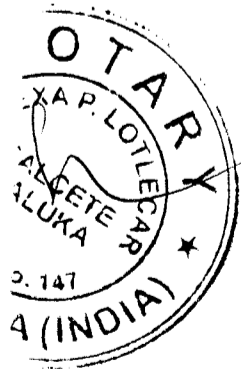


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their rights in the inheritances of the estate/properties left by their deceased parents/parents in law, Mrs. Milagrina Fernandes and her husband Joao Fernandes;

AND WHEREAS thus the VENDORS herein and Mr. Egidio Fernandes and his wife became joint owners and possessors of the said property, the VENDORS being entitled for half share and the said Mr. Egidio Fernandes and his wife entitled for remaining half share;

AND WHEREAS the VENDORS herein and said Mr. Egidio Fernandes and his wife by virtue of Deed of Partition dt. 14th April 2010 registered in the office of the Sub-Registrar of Ilhas, Panaji under No.1325 at pages 278 to 296 of Book No.I Vol.2222 dt.30.04.2010, whereby Plot B-2, admeasuring 9612 sq.mts, described in the SCHEDULE "B" hereunder, hereinafter referred to as the "said plot" was allotted to the VENDORS herein towards their share;



in the presence of
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AND WHEREAS the VENDORS are now sole owners and possessors of the said plot;

AND WHEREAS the VENDORS have represented to the PURCHASER that -

a) they are sole owners and possessors of the said plot and no other person/s have any right, title or interest of whatsoever nature therein;

b) the said plot is free from all encumbrances, charges, liens or defects in title whatsoever;

c) the said plot is not subject to any mundkarial rights, agricultural tenancy rights or any other rights from any other person/s whomsoever;

d) the said plot is not subject to any attachment or any proceedings in any court of law or any department or offices whatsoever;

e) the VENDORS have not entered into any agreement or any transaction in respect of the said plot with any other person/s;



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f) the VENDORS have clear and marketable title to the said plot;

AND WHEREAS considering and believing the said representations as true, the PURCHASER has agreed to purchase the said plot;

AND WHEREAS by Agreement to Sale dt. 29th June 2009 registered in the office of the Sub-Registrar of Ilhas, Panaji under No.1659 at pages 581 to 600 of Book No. I Vol.2100 dt. 30.06.2009 the VENDORS have agreed to sell to the PURCHASER their share in the said property i.e. said plot for total consideration of Rs.52,67,200/- (Rupees fifty two lakhs sixty seven thousand two hundred only) calculated at the rate of Rs.548/- (five hundred and forty eight only) per sq. metre;

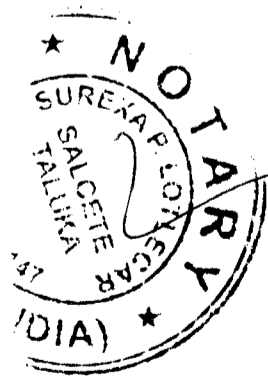
AND WHEREAS the VENDORS have agreed to sell and the PURCHASER has agreed to purchase the said plot for total consideration of Rs.52,67,200/- (Rupees fifty two lakhs sixty seven thousand two hundred only), which is its fair market value;



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NOW THIS DEED WITNESSETH AS UNDER:

1. That pursuant to the said agreement and in consideration of Rs.52,67,200/- (Rupees fifty two lakhs sixty seven thousand two hundred only) out of which an amount of Rs.13,00,000/- has been already paid by the PURCHASER before execution of these presents by Cheque No.508879 dt. 29.06.2009 for Rs.5,00,000/-, Cheque No.508880 dt. 29.06.2009 for Rs.5,00,000/-, Cheque No.476515 dt. 27.04.2010 for Rs.1,60,000/-, Cheque No.476550 dt. 14.05.2010 for Rs.40,000/- and Cheque No.476546 dt. 14.05.2010 for Rs.1,00,000/- all drawn on Axis Bank, Margao and balance amount of Rs.39,67,200/- is paid today at the time of execution of these presents by two Pay Orders, namely Pay Order No.020934 for Rs.18,33,600/- dt.22.06.2010 drawn in favour of Vendor, Mr. Mario Fernandes and Pay Order No.020935 for Rs.21,33,600/- dt. 22.06.2010 drawn in favour of Mrs. Milagrina Fernandes, both drawn on HDFC Bank, Margao, the receipt whereof the VENDORS hereby admit and acknowledges, THEY the VENDORS as owners and possessors do hereby convey and



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transfer by way of sale unto the PURCHASER ALL THAT the said Plot B-2 of the property surveyed under No.57/1 of Gancim village, situated at Gancim village of Ilhas, Goa, more particularly described in the SCHEDULE "B" hereunder and shown in the plan annexed hereto TOGETHER WITH ALL the things permanently attached thereto or standing thereon AND ALL the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other premises or any part thereof belonging or anywise appurtenant thereto AND ALL the estate, rights, title, interest, use possession, benefit, claim and demand whatsoever at law or otherwise of the VENDORS to the said plot of land and other premises hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the PURCHASER absolutely and forever.

2. THE VENDORS hereby covenant with the PURCHASER that -

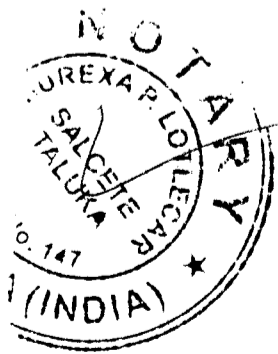
a) The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter



In Witness Whereof

upon, occupy or possess and enjoy the said land and premises hereby conveyed with their appurtenances without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them, the VENDORS or their successors or any of them or by any person/s claiming or to claim, from under or in trust for them or any of them;

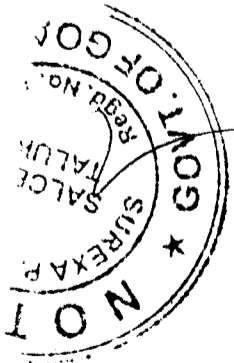
b) the VENDORS and all persons having or claiming any estate, right, title or interest in the said land, and premises hereby conveyed or any part thereof by from, under or in trust for the VENDORS or their successors, executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in the manner aforesaid as by the PURCHASER, his heirs, executors,



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one another, namely (i) Property known as "SEXTO PEDUCO DO PREDIO SEM DENOMINACAO QUE FOI DO MATTES GUILHERME GOMES", described in the Land Registration Office of Ilhas at Panaji under No.4910 at folios 111 of Book B-13 of new series, enrolled in the Land Revenue Office at Panaji under Matriz No.309 and surveyed under Cadastral Survey No.309 and (ii) Property known as "CAJUAL QUE SEXTO LOTE DE OITEIRO DE GANCIM" denominated "SURVING VALLY", described in the Land Registration office of Ilhas under No.1709 at folios 139 of Book 20 of Old series and in the Taluka Revenue office under Matriz No.56 and surveyed in the Old Survey office at Panaji under Old Survey No.24 and both situated at Gancim village, within the area of Village Panchayat of Gancim, Taluka and Sub-District of Ilhas, District of North Goa, State of Goa, and jointly surveyed under No.57/1 and 32/1 of Gancim village.

The said Plot B, forming an independent and separate property has an area of 19,225 sq.mts and bounded on the east by Plot C of entire property, on the west by Plot A of the same property allotted to Candido Fernandes and his wife, on the north by road and south also by road.



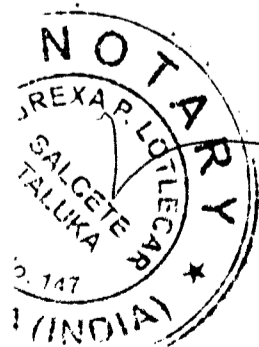
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SCHEDULE "B"

(Description of said plot hereby sold)

All that Plot B-2 of said Plot B described in the SCHEDULE "A" above, forming an independent and separate property, shown in the plan annexed hereto, surveyed under No.57/1 (part) of Gancim village, having an area of 9612 (nine thousand six hundred and twelve) sq. mts, and bounded on the east by Plot C of entire property, on the west by Plot B-1 of said property, on the north by road and on the south by road.

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



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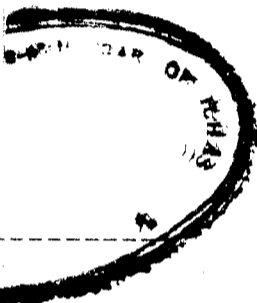
VENDORS:



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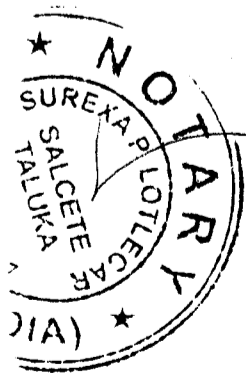
MARIO FERNANDES



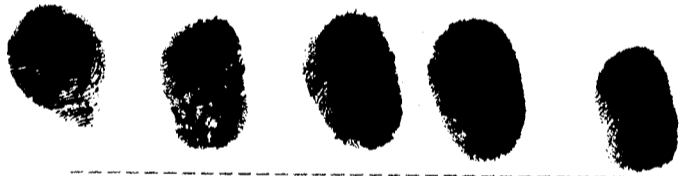
right hand finger prints



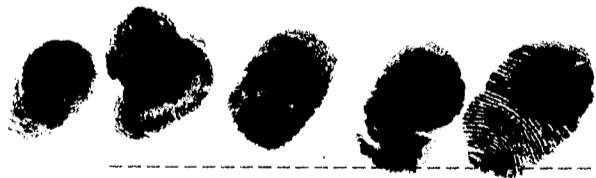
left hand finger prints



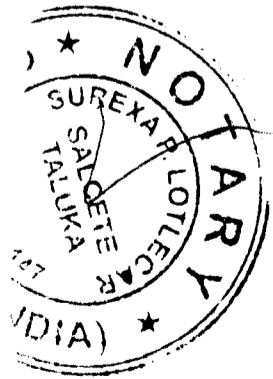
Handwritten signature: Surexa P. Lotlegar



right hand finger prints

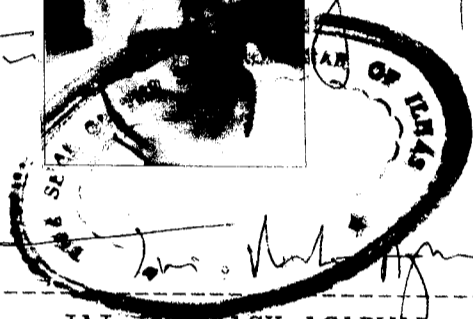


left hand finger prints



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PURCHASER:



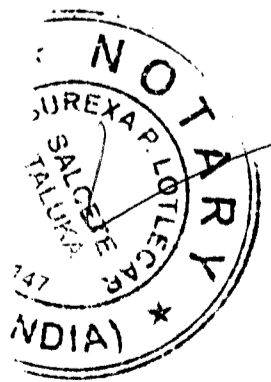
JAI PRAKASH AGARWAL
Director
For M/S. SIR BIOTECH INDIA PVT. LTD



right hand finger prints



left hand finger prints



Jai Prakash

Notary

Signature

WITNESSES:

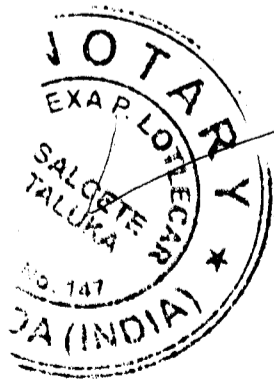
1. *V. Mehrotra*

2.

Dr. Subh-Ajaya

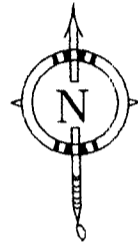
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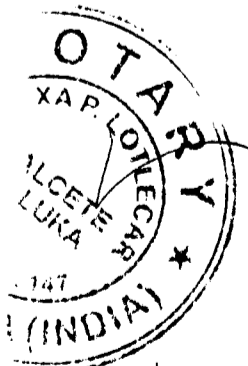
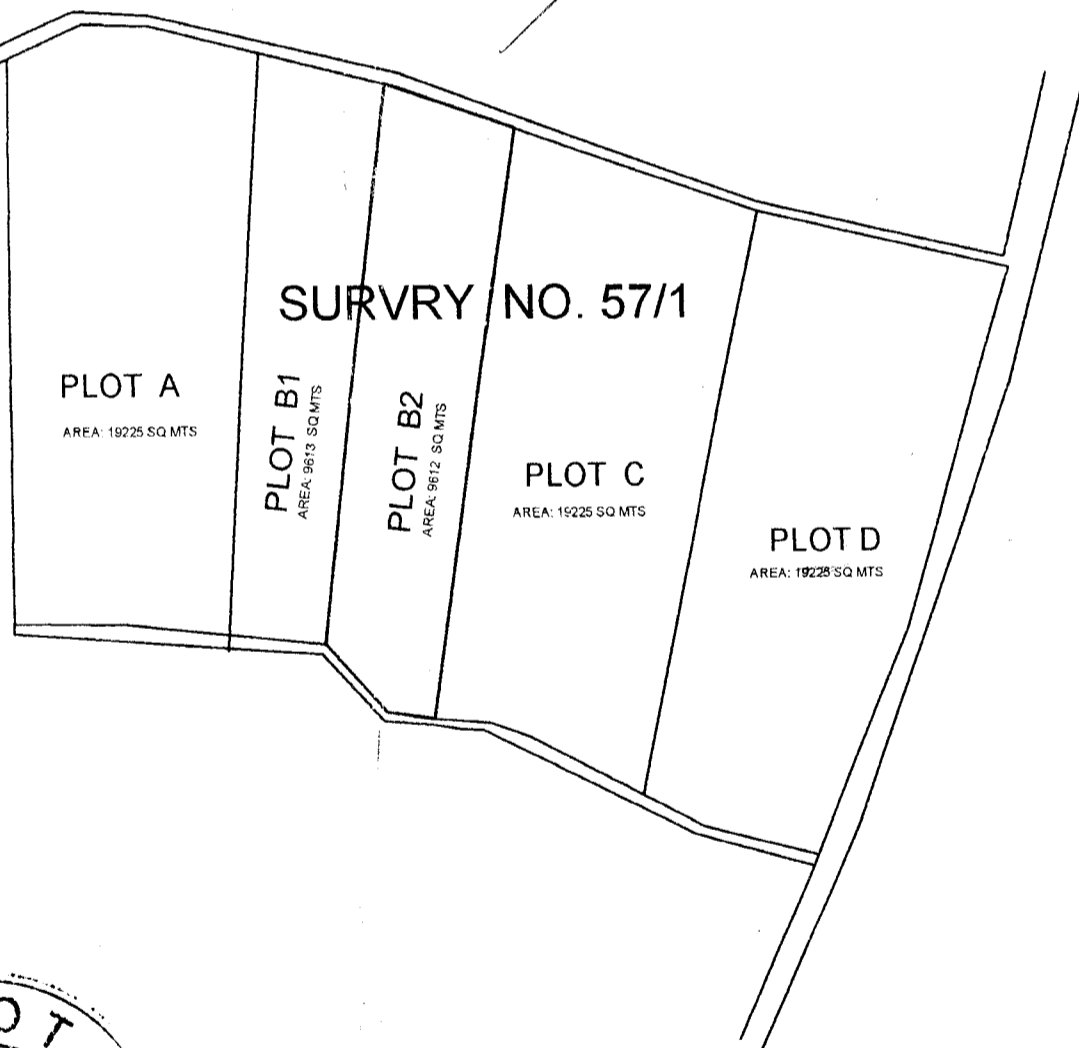


PLAN OF THE PROPERTY BEARING SURVEY NO. 57/1 (PART) OF REVENUE VILLAGE GANCIM, TALUKA TISWADI -GOA, SHOWING THEREIN PLOT NO. B2

registered No: 1876
at pages 569 to 588
Book No. 1 Volume 2241
date 25.06.110



[Signature]
Sub-Registrar



[Signature]