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Gangani Developer to Uday Ghoshyan Nalk

Native of Transaction: Deed of 2012

Date of Transaction: 20th February, 2013

Consideration Amt: Rs. 1,51,64,000/-

Stamp Duty Charges: Rs. 45,50,00/-

Registration Charges: Rs. 7,58,430/-

Accounting Year: 2012 - 2013

Survey No: P.T. Sheet No 99, Chalta No. 20

Area: 1327 Sq. mtrs

Mapusa, Borda, Goa

DEPARTMENT OF POSTS
PANAJI HEAD POST OFFICE,
DPP REGIONAL OFFICE
PANAJI, GOA

STAMP DUTY
0001
NON JUDICIAL
0455000
19.2.2013

GOA
375317

INDIA

SERIAL NUMBER 0116-0113355 DATE 19/02/2013
NAME OF THE PURCHASER/BUYER CHANDRASEKHAR NAIK
ADDRESS D/C, IN VASAR, PANAJI, GOA
VALUE OF STAMP DUTY 455000/- FIVE LAKH FIVE HUNDRED
HUNDRED RUPEES ONLY
OFFICE PANAJI R.P.O. 402001

APPA MPOM
PANAJI HG-402001

DEED OF SALE

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THIS DEED OF SALE is executed at Mapusa, Bardez Goa, on this 20th day of February, 2013.

BETWEEN

M/S GAGANGIRI DEVELOPERS, a Partnership firm duly registered under the Partnership Act 1932, having its registered office at 2, Ekta Elegance, Opp. Eskay Club, Yogi Nagar, Link Road, Borivli West, Mumbai, 400 103 India represented herein by its Partners (1) MR DINESH HARESHWAR PATIL (P No AAJPP4944Q) son of Shri Hareshwar Patil, aged about 38 years. Indian National-Married, Business, residing at A/702, Hareshwar Paradise, new Link Road, Kandaropada, Dahisar (W), Mumbai 400268. (2)MR GANESH KAMLAKAR PATIL, (P No AAKPP7778E) son of Shri Kamlakar Patil, aged about 35 years, Indian National, Married, Business, G/01, Ramchandra Niwas, Opp. Gagan Sagar CHS Ekar Road, Borivli (W), Mumbai 400091. hereinafter called "THE VENDORS" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to include their legal heirs, representatives, successors, administrators and assigns) OF THE FIRST PART;

AND

MR UDAY GHANSHYAM NAIK, Son of Shri Ghanshyam N. Naik. (Pan No ADEPN6898E), age about 46 years. Married, Profession Builder and Land Developer, Indian National, resident of A-1203, Pralap Heritage, N. R. Complex, Opp. Veer Savarkar Udyan, L. T. Road, Borivli (West), Mumbai - 400 092; hereinafter called "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his legal heirs, representatives, successors, administrators and assigns) of the SECOND

PART.



WHEREAS the VENDORS are the owners of the Property known as "VINANCACHO SORVO" also known as "RAINCHO SORVO" admeasuring an area of 1327 Sq. Mts situated at Mapusa, Bardez, Goa, with in the jurisdiction of Mapusa Municipal Council, Sub-district & Taluka, Bardez, North Goa District, State of Goa, and surveyed under P. T. Sheet No 99 Challa No 20 of Mapusa City, Bardez, Goa registered in the office of the Land Registration office of Bardez under No 574 at pages 178 of Book B New 2, and is inscribed under No 633 at pages 377 of Book G land not found recorded in the Land Revenue record of Bardez, Goa and more particularly described in the Schedule I and particularly shown on the C.T.S plan annexed to this Deed of Sale. The said Property is hereinafter called as the

"SAID PROPERTY".

AND WHEREAS there exist a residential House bearing No 318/A, registered with Mapusa Municipal Council and situated at Mapusa, Bardez, Goa, Sub-district & Taluka, Bardez, North Goa District, State of Goa, situated in the said Property, the said House is herein after called as the **"SAID HOUSE".**

AND WHEREAS the said Property and the House was originally belonged to late Sant Paulina De Braganza, who had Gift the said Property and the House to Mr Bruno Sebastian Lobo as per the Gift Deed dated 2. 1. 1985 registered in the office of Civil Sub Registrar of Bardez, bearing Registration No 509, at pages 208 to 213 of Book No 1, Volume No 228 dated 15th September 1986, and after the said Deed of Gift said Mr Bruno Sebastian Lobo became the owner of the said Property and the House.

Handwritten signature and text:
Lobo Sebastian
15/09/86

AND WHEREAS previously the original owner of the said Property namely Mr Bruno Sebastian Lobo filed the civil suit in the Court of Hon'ble Civil Judge Senior Division Mapusa Goa bearing Regular Civil Suit No. 118/1985/A, against one Shri Ganeshyam Sakaram Adekar and his other family members for Permanent Injunction and for other consequential relief's in relation to the said Property and the House. In the said Civil suit one Shri V. A. Salgaonkar, Advocate Mapusa Goa, had appeared as the Advocate for said Shri Ganeshyam Sakaram Adekar and his other family members.

AND WHEREAS as per the record of the said Civil suit, the Shri Ganeshyam Sakaram Adekar and his other family members had raised the issue of the statutory mundkar of the said House situated in the said Property as per the Mundkar (Protection from Eviction) Act 1975 in their Written Statement. Since they have raised the issue to mundkar of the said House, situated in the said Property, the said issue was framed by the Trial Court and the same was referred to the Court of Mamlatdar, Bardez Goa under the Mundkar (Protection from Eviction) Act 1975 for adjudication as the civil Court is having no jurisdiction to decide the issue of Mundkar.

AND WHEREAS as per the said No Objection certificate dated 20th August 2011 issued by Shri V. A. Salgaonkar, Advocate Mapusa Goa, who had appeared as the Advocate for said Shri Ganeshyam Sakaram Adekar and his other family members in the Court of Mamlatdar, Bardez Goa, the said Mundkar issue was not taken up for hearing by the Mamlatdar, of Bardez Taluka, Mapusa Goa and no evidence was recorded in the said Mundkarial

Issue by the Mamlatdar, Bardez Goa.

Must be with

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AND WHEREAS the said Civil Suit filed by Mr Bruno Sebastian Lobo was withdrawn by him and the same was withdrawn and dismissed as per the Order dated 30th June 2011 passed by the Court of Hon'ble Civil Judge Senior Division Mapusa Goa bearing Regular Civil Suit No. 118/1985/A.

AND WHEREAS as per the Deed of Sale dated 10th May 2011 bearing Registration No BRZ-9K1-02328-2011, CD No. BRZD171 dated 10th May 2011, registered in the office of Civil Sub Registrar of Bardes, Goa, the said Property and House was purchased by M/S GAGANGIRI DEVELOPERS.

AND WHEREAS after the said Deed of Sale dated 10th May 2011, the said Property stand transfer on the name of M/S GAGANGIRI DEVELOPERS and their name stand recorded in Form D of P. T. Sheet No. 99 Chaita No. 20 of Mapusa City, Bardes, Goa of the said Property.

AND WHEREAS the PURCHASER approached the VENDORS and agreed to purchase the said Property with House existing in the said Property for its development and the VENDORS agreed to sell the said Property to the PURCHASER with obligation of the alleged tenant of the said House who have agreed to relinquish their right in the said House and the Property in favour of the PURCHASER or in favour of prospective purchaser of the same as per the Affidavit cum undertaking dated 2nd May 2011 and 4th May 2011 details signed by them.

AND WHEREAS the VENDORS have agreed to sell and the PURCHASER have agreed to purchase the said Property known as "VINANCACHO SORVO" also known as "RAINCHO SORVO" admeasuring an area of 1327 Sq. Mts



situated at Mapusa, Bardez, Goa, with in the jurisdiction of Mapusa Municipal Council, Sub-district & Taluka, Bardez, North Goa District, State of Goa, and surveyed under P. T. Sheet No. 99 Chalta No. 20 of Mapusa City, Bardez, Goa registered in the office of the Land Registration office of Bardez under No. 574 of pages 178 of Book B New 2, and is inscribed under No. 633 of pages 377 of Book G and not found recorded in the Land Revenue record of Bardez, Goa with a residential House bearing No. 318/A, registered with Mapusa Municipal Council and situated at Mapusa, Bardez, Goa, Sub-district & Taluka, Bardez, North Goa District, State of Goa, situated in the said Property and more particularly shown in red colour boundary lines in the C.T.S. plan annexed hereto and described in the schedule I give herein under, with all its easements and appurtenances free from all encumbrances at or for the total price of Rs. 1,51,64,000/- (Rupees One Crore Fifty One Lakhs and Sixty Four Thousand only) which is its market value.

NOW THIS DEED OF SALE WITNESSETH :-

I, that in pursuance of the said Agreement in consideration Rs. 1,51,64,000/- (Rupees One Crore Fifty One Lakhs and Sixty Four Thousand only) paid as per the following details as the full and final payment.

Sr No.	Date of Cheque	Cheque No.	Bank & Branch name	Amount
1.	20/02/2013	115818	Bank Of India Mira Road Br	5,00,000 00
2.	20/02/2013	115819	Bank Of India Mira Road Br	25,00,000 00
3.	20/02/2013	115820	Bank Of India Mira Road Br	25,00,000 00

(Signature)

4.	20/02/2013	115821	Bank Of India Mira Road Br	25,00,000 00
5.	20/02/2013	115822	Bank Of India Mira Road Br	25,00,000 00
6.	20/02/2013	115823	Bank Of India Mira Road Br	20,00,000 00
7.	20/02/2013	115824	Bank Of India Mira Road Br	26,64,000 00

(the payment and receipt) whereof the VENDORS do hereby jointly admit and acknowledge subject to realization of the said Cheques) as the full and final payment. They the VENDORS do hereby sell, grant, assign, transfer, release, convey and assure unto the PURCHASER all that said Property known as "VINANCACHO SORVO" also known as "RANCHO SORVO" admeasuring an area of 1327 Sq. Mts situated at Mapusa, Bardez, Goa, with in the jurisdiction of Mapusa Municipal Council, Sub-district & Taluka, Bardez, North Goa District, State of Goa, and surveyed under P. T. Sheet No. 99 Challa No. 20 of Mapusa City, Bardez, Goa registered in the office of the Land Registration office of Bardez under No 574 at pages 178 of Book B New 2, and is inscribed under No 633 at pages 377 of Book G I and not found recorded in the Land Revenue record of Bardez, Goa with a residential House bearing No 318/A, registered with Mapusa Municipal Council and situated at Mapusa, Bardez, Goa, Sub-district & Taluka, Bardez, North Goa District, State of Goa, situated in the said Property and more particularly shown in red colour boundary lines in the plan annexed hereto and described in the schedule I given herein under, TOGETHER WITH all the fences, water courses, ways, paths, passages, easements,

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privileges, liberties, appurtenances, whatsoever existing into the said Property admeasuring an area of 1327 Sq.Mls. except the standing fruit bearing trees. The aforementioned covenant shall apply to all rights as usually held used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, title, rights, interest, demand all and whatsoever to the Property admeasuring an area of 1327 Sq.mls or in any way appertaining with the same or any part thereof now and every part thereof.

2. The PURCHASER covenants to obtain the licence for the cutting of existing trees i.e. (Three Mango trees, two Jackfruit trees and One Bore tree and all other standing trees) in said property at their own expenses and the original owner namely Mr Bruno Sebastian Lobo, through his Power of Attorney Holder undertakes to cut and shift the said trees from the said Property within thirty days from the date of communication and furnishing copy of said license to the said original owner and if for any reasons the original owner is unable to arrange to cut the said trees in that event the PURCHASER will arrange for cutting of the said trees and will recover the cost of selling the said trees from the original owners. The Timber or trees standing shall be the sole property of the original owners and the PURCHASER shall have no right to claim any Royalty towards the timber or fruit Tree.

3. And the VENDORS and all other persons claiming by from and under them shall and will from time to time and at all times hereafter at the request of the PURCHASER execute, make perfect or cause to be

Witnessed by
[Signature]
[Signature]

made and executed all such acts, deeds, things and assurances whatsoever, for further and better enjoyment of the said Property admeasuring an area of 1327 Sq.Mts. and more perfectly assuring the said Property admeasuring an area of 1327 Sq.Mt. as aforesaid and every part thereof, unto and to the use of the PURCHASER as shall or may be reasonably required.

4. That the said Property admeasuring an area of 1327 Sq.Mt., with a residential House bearing No 318/A, registered with Mapusa Municipal Council situated in the said Property hereby sold is free from all or any encumbrances, charges, claims, mortgagees, lease pendens, land acquisition, etc.

5. That the VENDORS have the full right to sell the said Property admeasuring an area of 1327 Sq.Mt. with a residential House bearing No 318/A, registered with Mapusa Municipal Council situated in the said Property. The VENDORS do hereby assure to the PURCHASER about the marketability of the title and that of their predecessor-in-title in respect of the said Property.

6. It is admitted that the VENDORS hereby conveys unto the PURCHASER all the development rights and interest including the right of easement and accessors, roads, drain, waterways, and all other rights appurtenant to the said Property which right shall be exclusively enjoyed by the PURCHASER.

Relief Grant

[Signature]

7. The VENDORS have handed over the possession of the said Property admeasuring an area of 1327 Sq.Mts with a residential House bearing No 318/A, registered with Mapusa Municipal Council situated in the said Property to the PURCHASER on signing of this Deed of Sale.

8. The VENDORS declare that there are no litigations, disputes or proceedings in any Court of law or Tribunal or before any Government authorities, in respect of the said Property and the House.

9. TO HAVE AND TO HOLD all and singular the said Property admeasuring an area of 1327 Sq.Mts hereby sold, granted, released, conveyed, assured and intended or expressed so to be with it and every of its rights, appurtenances unto and to the use and benefit of

the PURCHASER forever subject to the payment of taxes if any, to the public body in respect thereof and it shall be lawful for the PURCHASER from time to time and at all time hereafter peaceably and quietly to hold, enter upon, have occupy, possess and enjoy the

immovable Property known as "VINANCACHO SORVO" also known as "RAINCHO SORVO" admeasuring an area of 1327 Sq. Mts situated at Mapusa, Bardez, Goa, with in the jurisdiction of Mapusa Municipal Council, Sub-district & Taluka, Bardez, North Goa District, State of Goa, and surveyed under P. T. Sheet No 99 Chalta No 20 of Mapusa City,

Bardez, Goa registered in the office of the Land Registration office of Bardez under No 574 of pages 178 of Book B New 2, and is inscribed under No 633 of pages 377 of Book G Land not found recorded in the Land Revenue record of Bardez, Goa with a residential House bearing

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No. 318/A, registered with Mapusa Municipal Council and situated at Mapusa, Bardez, Goa, Sub-district & Taluka, Bardez, North Goa District, State of Goa, situated in the said Property and more particularly shown in red colour boundary lines in the C.T.S. plan annexed hereto and described in the Schedule : given herein under, hereby granted and of every part thereof to and for the own use and benefit of the PURCHASER without the suit, lawful eviction, interruption claim and demand of whatsoever from the VENDORS or from any person or persons.

10. That VENDORS had made out the amicable settlement with the alleged tenant of the said House and the PURCHASER is bound by the said obligations as per Affidavit cum undertaking dated 4th May 2011 signed and notarised before Notary Public Shri N.C. Gaonkar, Mapusa, Goa bearing No 961 /2011, and Affidavit cum undertaking dated 2nd May 2011 signed and notarised before Notary Public Shri N. C. Gaonkar, Mapusa, Goa bearing No 928/2011, and also Affidavit cum undertaking dated 4th May 2011 signed and notarised before Notary Public Shri N.C. Gaonkar, Mapusa, Goa bearing No 964 /2011, before execution of the present Deed of Sale and all are governed by the said terms and conditions and the said Affidavit cum undertakings unless and until the same are varied between them in writing in the present Deed of Sale or any other Agreement or Memorandum of Understanding.





11. That the said Property not belonging to the Schedule Caste and Schedule Tribes pursuant to the Notification bearing No RD/LAND/LRC/318/77 dated 21/8/1978 and circular No 16/4/2011-RD dated 6/6/2011 issued by the Government of Goa.

SCHEDULE I OF THE SAID PROPERTY

All that immovable Property known as "VINANCACHO SORVO" also known as "RAINCHO SORVO" admeasuring an area of 1327 Sq. Mts situated at Mapusa, Bardez, Goa, with in the jurisdiction of Mapusa Municipal Council, Sub-district & Taluka, Bardez, North Goa District, State of Goa, and surveyed under P. T. Sheet No 99 Challa No 20 of Mapusa City-Bardez, Goa registered in the office of the Land Registration office of Bardez under No 574 at pages 178 of Book B New 2, and is inscribed under No 633 at pages 377 of Book G and not found recorded in the Land Revenue record of Bardez, Goa with a residential House bearing No 318/A, registered with Mapusa Municipal Council and situated at Mapusa, Bardez, Goa, Sub-district & Taluka, Bardez, North Goa District, State of Goa, situated in the said Property and more particularly shown in red colour boundary lines in the C.I.S. plan annexed hereto and

bounded as under:-

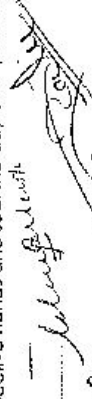
East: By Pathway.

West: By Road.

North: By the Property surveyed under P. T. Sheet No 99 Challa No 17.

South: By the Property surveyed under P. T. Sheet No 110 Challa No 1 & 2.

IN-WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seal the day and year first hereinabove mentioned.




Signed, Sealed and Delivered
By: Within Named the VENDORS
M/S GAGANGIRI DEVELOPERS
a Partnership firm
duly registered under the Partnership Act 1932.
represented herein by its Partners
(1) MR. DINESH HARESHWAR PATIL



MR. DINESH HARESHWAR PATIL

Left Hand Thumb and Finger
Impression

Right Hand Thumb and
Finger Impression

	
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2	2
	
3	3
	
4	4
	
5	5

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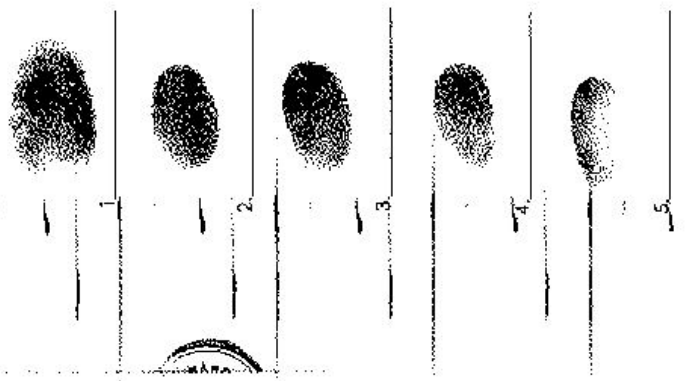
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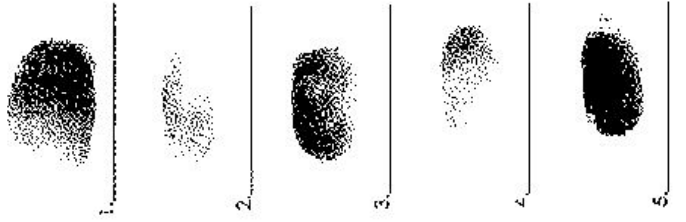
Signed, Sealed and Delivered
By Within Named
(2) MR GANESH KAMLAHAR PATIL
The VENDOR No 2

[Signature]

MR GANESH KAMLAHAR PATIL
Left Hand Thumb and Finger
Impression



Right Hand Thumb and
Finger Impression



[Signature]

[Signature]



Signed, Sealed and Delivered
By Whom Named
-MR.UDAY GHANSHYAM NAIK
PURCHASER

Uday Ghanshyam Naik

MR.UDAY GHANSHYAM NAIK
Left Hand Thumb and Finger
Impression



Right Hand Thumb and
Finger Impression



Uday Ghanshyam Naik

Uday Ghanshyam Naik

Uday

Deaf and Deafblind

1.

100

Wm. H. Burleigh

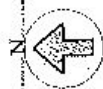
12/1



GOVERNMENT OF GOA

Directorate of Settlement and Land Records

Inspector of Survey and Land Records, Mapusa



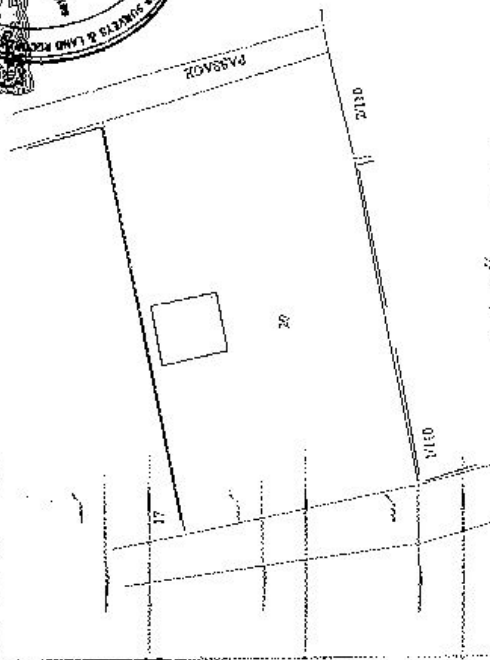
Plan showing plots situated at

Mapusa City

PT Sheet No. 99 / Chalte No. 20

Scale 1:500

Director of Survey & Land Records
GOA, Mapusa, Mapusa



Handwritten signatures and initials

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Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 20-02-2013 11:46:33 AM

Document Serial Number : 933

Presented at 10:57:00 AM on 20-02-2013 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

Sr. No.	Description	Rs. Ps
1	Registration Fee	758200.00
2	Processing Fees	230.00
	Total :	758430.00

Stamp Duty Required: 379920.00 Stamp Duty Paid: 455000.00

Uday Ghanshyam Naik-presenter

Name	Photo	Thumb Impression	Signature
Uday Ghanshyam Naik, s/o Ghanshyam A. Naik, Married, Indian, age 46 Years, Builder, r/o A-1203, Prasad Heritage N.S. Complex Opp. Veng Savarkar Udyan - L.T. Road Borivali (w) Mumbai-400092, Pan No 20DEPN6898E			

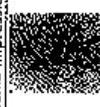
Endorsements

Executant

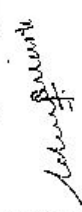
1. Dinesh Hareshwar Patil, s/o Shri. Hareshwar Patil, Married, Indian, age 38 Years, Business r/o A/702, Hareshwar Paradise, New Link Road, Kandarnada, Dahisar West, Mumbai 400 068. PAN No. AAIPP4944Q. The Partner of M/S Gaganisiri Development having office at 3, Eka Elegance Opp. Esay Club Yogi Nagar Link Rd. Borivali West Mumbai 400 103.

Photo	Thumb Impression	Signature

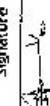
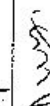
2. Ganesh Kamalakar Patil, S/o Shri. Kamalakar Patil, Married, Indian age 35 Years, Business, r/o G/O1, Ranchandra Nivesh Opp. Gagan Sagar CHS Ecos Road Borivali West Mumbai 400 091, Part No. AAK97778E. The Partner of M/S Gagan Nivesh Developers having office at 2. Beta Elegance Opp. Essay Club Yogi Nagar Link Rd, Borivali West, Mumbai 400 103.

Photo	Thumb Impression	Signature
		

3. Uday Ghandhyam Naik, s/o Ghandhyam N. Naik, Married, Indian, age 46 Years, Builder, r/o A-1203, Pralap Heritage N.R Complex Opp Veer Savarkar Udyan, L.T Road Borivali (w) Mumbai 400092, Pan No ADEPN4689BE

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Ajit Prabhakar Goraksha, S/o Prabhakar Goraksha, Married, Indian, age 50 Years, Business, r/o ST-3 Darigal Colony Mapusa Bardet Goa	
2	Deepak Jagannath Karmat Baramborkar, S/o Jagannath Karmat Baramborkar, Married, Indian, age 55 Years, Business, r/o H No 113, Ganesh Puri Housing Board Colony Mapusa Bardet Goa	

Scanned By: A.R. Desai

Signature: 

Designed and Developed by: C.D.M. A.T.S. Pune

Sub-Inspector

Back-4 Document
Registration Number BAZ-BK1-01074-2013
CD Number BRZD451 on
Date 22-02-2013

Sub-Registrar (Bentley)

Scanned By: A. P. P. P.

Signature: *[Signature]*

Designed and Developed by E.DAC, ACTS, Pune