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(Rupees Six Lakes One Hundred Only) CITIZEN CREDIT CO-OP BANK LTD E-320, RUA DE OUREM PANAJI, 60A 403 001

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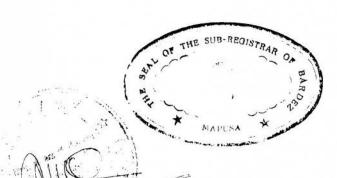
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INDIA STAMP DUTY

Name of Purchaser Exotech Projects Prt. Ltd.

Authorised Signatory

22/8/201



# DEED OF SALE

DEED OF SALE is executed at THIS Mapusa  $20^{\text{th}}$  day of the month of August, of on this Two Thousand Eleven (2011); the year

ECOTECH PROJECTS PVT. LTD.

# BETWEEN

1. MR.NIGEL COUTINHO alias NIZEL COUTINHO, aged 52 years, son of Aloysius Coutinho, married, in service, and his wife (2) MRS. CHARLOTTE COUTINHO, aged 52 years, wife of Nigel Coutinho, married, in service, both Indian nationals, residents of Raven Gloss, Ontario, Canada, hereinafter called as the "THE SELLERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include theirs executors, legal representatives, administrators, assigns and nominees or any other person or persons claiming through them) of the ONE PART.

#### AND

M/s.ECOTECH PROJECTS PVT. LTD., Company, incorporated under the Indian Companies Act, 1956, having its office at A-3/4, first Floor, Acharya Niketan Mayur -1, New Delhi, Pin Code No. 110 091, holder of Pan No.AABCE6074C, consisting of 3 directors, ramely (1) MR.ABHISHEK GUPTA, aged 26 years, son of V.N.Gupta, business, married, holder of Pan Card No.AGVPG6834B, Indian national, resident of 59, Sector 15, Noida, Uttar Pradesh, (2) MRS.GAYATRI GUPTA, aged 50 years, wife of Vishwanath Gupta, married, business, Indian national, resident of 475, Pocket -E, Mayur Vihar, Phase II, New Delhi and (3)

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Ms. ANKITA GUPTA, aged 24 years, daughter of Vishwanath Gupta, spinster, business, Indian national, resident of Plot No.59, Sector 15-A, Noida, Uttar Pradesh, and represented in this act by its Authorized Signatory, MR.RITESH CHODANKAR, aged 37 years, son of Ramkrishna R.Chodankar, business, married, holder of Pan Card No.ACYPC8036G, Indian national, resident of 601, Kamat Royale, Caranzalem, Goa, duly constituted by virtue of Board Resolution dated 10/8/2011, hereinafter called 'PURCHASER'(which term and expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its heirs, legal representatives, assigns, executors, administrators, or any other person or persons lawfully, equitably or otherwise claiming through it) of the SECOND PART.

# AND

MR.VIJAY J.SURYAWANSHI, aged 42 years, son of J.Suryawanshi, married, business, holder of Pan Card No.ADRPS0117J, Indian national, resident of Suryadatta, 39, Pune-Mumbai Road, Func 03, hereinafter called as 'THE CONFIRMING PARTY' (which term and expression shall unless repugnant to the context and meaning thereof be deemed to mean and include his heirs, legal representatives, assigns, executors, administrators, or any other

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person or persons lawfully, equitably or otherwise claiming through him) of the THIRD PART.

WHEREAS THE SELLERS herein are represented in this act by their lawful attorney Rev.Fr.WALTER SALDANHA S.J., aged 74 years, son of Albert Saldanha, Priest, holder of Pan Card No.CRXPS1280E, Indian national, resident of H.No.2008, St. Vincent Street, Pune 411 001, duly constituted by virtue of Power of Attorney dated 31/12/2008 executed before The Consulate General of India, Toronto, Canada and duly stamped before the Collector, under the Indian Stamp Act dated 25/3/2009.

AND WHEREAS in the village of Calangute, Taluka and Sub-District of Bardez, North District of the State of Goa there exists an immovable property known as NAIK VADDO' also known as 'MAINAICACHEM' admeasuring 2000 sq.mts., surveyed under old cacastral survey no.3626 and presently surveyed under survey No.168/2 of the village of Calangute, Bardez, Goa

AND WHEREAS the said property is bounded as follows:-

East - By the property bearing survey

Nos.168/3, 168/5 and 168/6

West - By survey Nos.168/1 and 168/7

North -by survey no.183/10

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South -by survey no.168/6

AND WHEREAS the said property as per the description of assets, prepared by the Court of the Civil Judge Senior Division at Mapusa in Inventory Proceedings No. 29/1989, is shown to be described in the Land Registration Office of Bardez (Conservatoria Predial) at Mapusa under No.19699 of Book B 26 and enrolled in the Taluka Revenue Office of Bardez under Matriz No.1403 of Second Circumscription of the village of Calangute.

AND WHEREAS the said property originally belonged to Shri. Augustine Coutinho, which fact is confirmed by the original entry in the Index of Lands in Form III, maintained by the Revenue authorities, prior to the promulgation of survey records and during the course of promulgation of survey records, the name of Augustine Coutinho came to be deleted and the name of Hilda Coutinho came to be incorporated therein, by virtue of mutation entry no.1033.

AND WHEREAS thereafter at the time of promulgation of survey records for the village of Calangute, the entry in the promulgated Record of Rights/Form I & XIV, featured the name of Hilda Coutinho in the Occupants Column of the Record of Rights/Form I & XIV against mutation entry no.1033.

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AND WHEREAS upon the death of Augustine Coutinho the said property devolved in favour of Hilda Coutinho married to Aloysius John Anthony Coutinho and accordingly an application bearing No.19 came to be filed prior to the promulgation of survey records and pursuant to the said application, the name of the said Augustine Coutinho came to be deleted and the name of the said Hilda Coutinho was found incorporated therein against mutation entry no.1033.

AND WHEREAS the fact that the property is found described under No.19699 of Book B 26 is confirmed in the description of assets prepared by the Hon'ble Court of the Civil Judge Senior Division at Mapusa in Inventory proceedings no.29/1989. A certificate of description is not available and the said fact is confirmed by the Director of Archives.

AND WHEREAS the said Hilda Coutinho and the said Aloysius John Anthony Coutinho expired on 31/1/1984 and 19/5/1987, respectively persons expired leaving behind the following heirs/legal representatives being their only children:-

- a) Grethel Simon married to Kenneth Simon
- b) Reynah Karnick married to Naresh Karnick
- c) Hansel Coutinho married to Pramila Coutinho
- d) Nigel Coutinho married to Charlotte Coutinho

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AND WHEREAS pursuant to the death of the said Hilda Coutinho and her husband Aloysius John Anthony Coutinho, Inventory Proceedings bearing No.29/1989 came to be initiated in the Court of the Civil Judge Senior Division at Mapusa, and by Order dated 21/7/1990, the said property which was listed at Item No.I, in the Description of Assets came to be allotted to the SELLERS herein, having purchased the same in auction/licitation held in the said Inventory Proceedings.

AND WHEREAS The Town and Country Planning Department, vide letter dated 6/1/2010 has confirmed that the said property falls in the Settlement Zone.

AND WHEREAS pursuant to the allotment of the said property to the SELLERS herein, in the said Inventory Proceedings, the name of the said Hild Coutinho found record dint he occupants column of the record of rights/Form I & XIV came to be deleted and the name of the SELLER NO.1 Mr. Nigel Coutinho came to be substituted therein under Mutation entry no.384.

AND WHEREAS there is not entry either in the Other Rights Column, Tenants Column or the Cultivators Column of the Record of Rights/Form I & XIV, in respect of the said property

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AUTHORISED SIGNATORY

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AND WHEREAS the SELLERS herein are accordingly the absolute owners in physical possession and enjoyment of the said property mentioned hereinabove.

AND WHEREAS as represented by the SELLERS and the CONFIRMING PARTY there existed an oral understanding by and between the SELLERS and the Confirming Party herein, by virtue of which the SELLERS herein had agreed to sell and the CONFIRMING PARTY herein had agreed to purchase the said property, for a total price and consideration agreed upon by and between the parties and on the terms and conditions agreed upon and as and by way of part payment, the CONFIRMING PARTY had paid to the SELLERS herein a sum of Rs.35,00,000/- (Rupees thirty five lakhs only).

AND WHEREAS in terms of the said Oral Agreement the SELLERS herein were bound to execute the deed of sale either in favour of the Confirming Party or to any assignee or transferee in interest of the CONFIRMING PARTY.

AND WHEREAS the CONFIRMING PARTY has now approached the SELLERS and has requested the SELLERS to sell the said property to the PURCHASER herein and accordingly THE SELLERS herein have agreed to sell the said property, to the PURCHASER, subject to the CONFIRMING PARTY subscribing his

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signature to the Deed of sale as a CONFIRMING PARTY to confirm the fact that the execution of the Deed of sale in favour of the PURCHASER would discharge the SELLER from the obligation contained in the said Oral Agreement, for a price and consideration of Rs.2,00,00,000/- (Rupees two crores only), which is its true and correct market value thereof.

AND WHEREAS the PURCHASER has accepted the offer of the SELLERS and have agreed to purchase the said property herein for the said price and consideration of Rs. 2,00,00,000/- (Rupees two crores only), which is its true and correct market value thereof,

AND WHEREAS the property surveyed under old Cadastral Survey no.3626 and presently surveyed under survey No.168/2 of the village of Calangute, Bartlez, Goa, admeasuring 2000 sq.mts., is the subject matter of this Deed of Sale and are more specifically described in the SCHEDULE appearing hereinafter and which shall hereinafter be referred to as the 'THE PROPERTY' for sake of brevity.

AND WHEREAS prior to the execution of this Deed of Sale the PURCHASER herein had published a public notice in the English Daily 'The Navhind Times' of the edition dated 6/8/2011, bringing it to the notice of the general public his intention to purchase the said

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property and inviting objections if any, however no objections supported by any documents in terms of the said notice published were received during the notice period.

AND WHEREAS the SELLERS and the CONFIRMING PARTY shall sell and THE PURCHASER shall purchase THE PROPERTY on the terms and conditions appearing herein below.

# NOW THIS DEED OF SALE WITNESSES AS UNDER:-

1. In pursuance of the said Agreement and in consideration of Rs.2,00,00,000/- (Rupees two crores only), paid before the execution of this DEED OF SALE by the PURCHASER to the SELLERS, and on the instructions of CONFIRMING PARTY to the SELLERS, in the following manner:

- a) A sum of Rs.80,00,000/- (Rupees eighty lakhs only) to the SELLER NO.1, vide Demand Draft bearing No.035100 dated 20/8/2011
- b] A sum of Rs.80,00,000/- (Rupees eighty five lakhs only) to the SELLER NO.2, vide Demand Draft bearing No.035098 dated 20/8/2011
- c; A sum of Rs.40,00,000/- (Rupees forty lakhs only) to the Confirming Party vide Demand Draft bearing No.035099 dated 20/8/2011

All above issued by Axis Bank, Panaji Branch, Goa.

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the SELLERS AND THE the receipt of which CONFIRMING PARTY do hereby admit acknowledge, the SELLERS and the CONFIRMING PARTY do hereby grant, sell, convey, transfer and assure unto the PURCHASER, THE PROPERTY, and all trees standing therein, all licences, approvals, NOC's, ways, paths, passages, easements, privileges existing therein appurtenances whatsoever to THE PROPERTY and/or any part thereof now or any time thereto usually held, used, occupied or enjoyed therewith or reputed to belong and be appurtenant thereto, and all the estate, rights, titles, interests and claims whatsoever, both by law or in equity of the SELLERS into or out of THE PROPERTY, hereby granted, conveyed, sold, transferred and assured or otherwise expressed and intended so as to be UNTO AND TO THE USE of the PURCHASER forever and absolutely.

THE SELLERS and the CONFIRMING PARTY do hereby covenant with the PURCHASER that not withstanding any act, deed or thing done or executed by the SELLERS OR THE CONFIRMING PARTY or knowingly suffered to the contrary by it, the SELLERS and the CONFIRMING PARTY now do have in them good right, full power and absolute authority to grant, convey, sell, transfer and assure THE PROPERTY hereby sold, transferred, expressed and intended so to be UNTO AND TO THE USE of the PURCHASER and that the PURCHASER

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shall at all times hereafter peaceably and quietly possess and enjoy the same or construct any structure in the same and receive the profits thereof without any lawful eviction, interruption, claims and demands, whatsoever from or by the SELLERS or by any other person or persons whomsoever, lawfully, equitably or otherwise claiming through them.

THE SELLERS AND THE CONFIRMING PARTY further covenant with the PURCHASER to save it harmless indemnify and keep it indemnified from or against all encumbrances, charges, damages, liens, claims, demands and equities whatsoever and at all times hereafter at the request of the PURCHASER to execute, make or perfect or cause to be executed, made or perfected, all such acts, deeds, things and assurances whatsoever for further and more perfectly assuring THE PROPERTY as aforesaid, and every part thereof; UNTO AND TO THE USE OF The PURCHASER as shall be reasonably required.

4. THE SELLERS AND THE CONFIRMING PARTY or any one claiming through the SELLERS OR THE CONFIRMING PARTY shall consent and shall not have any objections to any construction of whatsoever nature if carried out by the PURCHASER or any one claiming through the PURCHASER, in the subject matter of this Deed of Sale.

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- 5. THE SELLERS and the CONFIRMING PARTY do here'sy covenant, undertake and declare as under:-
- a) That the said PROPERTY is free from all encumbrances, charges, equities, claims or demands, whatsoever, and that the SELLERS AND THE CONFIRMING PARTY have not done anything whereby the said PROPERTY may be subject to any attachment or lien of any Bank, Court or person whatsoever.
- b) That there are no pending suits, appeals, litigations, or other proceedings whatsoever in any Court of Law or Tribunal or any other legal forum relating to the PROPERTY.
- c) That the PROPERTY is not subject matter of any acquisition or requisition or affected by any Government Notification or Order under any Ordinance Act, Defence of India Act or C.A.D.A. area initiated or pending in respect of the said property by the Government or Central Government or any other authority or local body.
- d) That there are no agricultural tenants, protected or otherwise or lease holders or mundkars under the provision of Goa, Daman and Diu Tenancy Act, 1964, Mundkar Act or under any other law in force in this State, in respect of the said property which was never a tenanted land.
- e) That they have not entered into any Agreement for sale, transfer, arrangement document or Instrument with any other third party concerning the

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property nor have they agreed to sell or encumber the same in any manner whatsoever.

- f) That the SELLERS and the CONFIRMING PARTY or their predecessors have not granted any right of way, easement or licence or created any other right, to or in favour of, any person in over or in respect of the said property hereby sold;
- g) That there are no outstanding encumbrances, mortgages, charges, liens, notices for acquisition setbacks, easements in respect of the property affected by any prohibitory order of injunction or attachment either before or after judgement.
- 6. THE CONFIRMING PARTY herein states and confirms that he confirms the present Deed of sale and shall claim no right, title or interest in the PROPERTY and that all his calims in the said property arising out of the Oral Agreement stands settled, in view of the facts stated herein, and more sepeticially in viw of the fact that an amount of Rs.40,00,000/- (Rupees forty lakhs only) has been received by the Confirming Party in terms of clause 1(c) hereinabove.
- 7. The CONFIRMING PARTY herein states and confirms that he is not of Goan origin, and that he is not married under the Regime of Communicn of Assets as applicable to the State of Goa nor did he acquire any right, title or interest in the said property

ECOTECH PROJECTS PVT. LTD.

Authorised Signatory

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8. The SELLERS and the CONFIRMING PARTY do hereby further declare that they have NO OBJECTION for the mutation of the survey record of rights, pertaining to THE PROPERTY to include the name of the PURCHASER in the Record of Rights and consequently authorize and permit the said PURCHASER to apply for the mutation in the said survey Record of Rights, and thereby to enter the name of the PURCHASER by deleting the name of the SELLERS found recorded in the Occupant's Column of Form I & XIV, relating to THE PROPERTY.

#### SCHEDULE

THAT immovable property known as 'NAIK VADDO' also known as 'MAINAICACHEM' admeasuring 2000 sq.mts., surveyed under old cadastral survey no.3626 and presently survyed under survey No.168/2 of the village of Calangute, Taluka and Sub-District of Bardez, North District of the State of Goa

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IN WITNESS WHEREOF both the parties herein have set and subscribed their signatures on this DEED OF SALE after fully understanding the contents thereof and out of their own free will on the date, month and year hereinabove mentioned and in the absence of two attesting witnesses who have signed herein below.

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SELLERS NOS.1 AND 2 THROUGH LAWFUL ATTORNEY (REV.FR.WALTER SALDANHA) R.H.F.I.

L.H.F.I.

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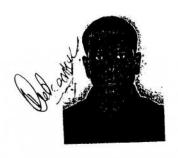
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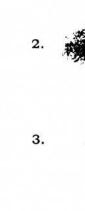


# PURCHASER

For ECOTECH PROJECTS PVT. LTD., THROUGH ITS AUTHORIZED SIGNATORY MR. RITESH CHODANKAR

L.H.F.I.

R.H.F.I.















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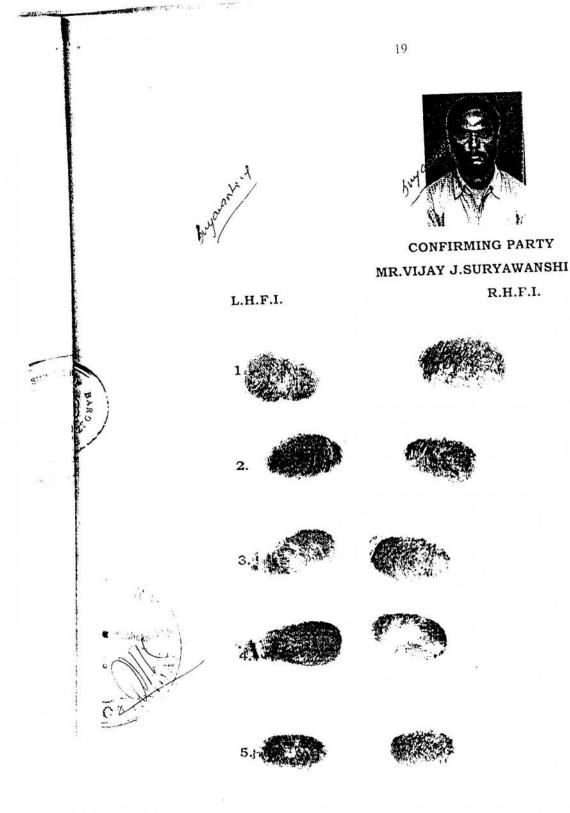
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WITNESES:-

1. Junate (GAVRESH. A.NAYALL)

2. Depart (Samath. B. Patekan)

ECOTECH PROJECT

Light Market Market



# GOVERNMENT OF GOA

Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records

MAPUSA - GOA Plan showing plots situated at Village Calangute of Bardez Taluka S.No./Sub Div No. 168 / 2 Land Records City Survey, Mapuer Scale 1:1000 SURVEY No 183 Mapusa SURVEY No 168 6 Computer Print Generated by Srikrishna Sawant Compared by : On 19-01-2009

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ECOTECH PROJECTS PVT. LTD.



# Office of Sub-Registrar Bardez

### Government of Goa

rint Date & Time: 22-08-2011 03:39 03 PM

**Document Serial Number: 4074** 

resented at 02:53:00 PM on 22-08-2C11 in the office of the Sub-Registrar( Bardez) Along with fees paid as

Sr. No	Description	Rs. Ps
1	Registration Fee	400050.00
2	Processing Fees	270.00
	Total:	400320.00

Stamp Duty Required:

525010.00

Stamp Duty Paid: 600100.00

itesh Chodankar presenter

Name	Photo	Thumb Impression	Signature	
Ritesh Chodankar ,s/o Ramkrishna Chodankar , Married, Indian, age 37 Years, Business, r/o601 , Kamat Royale Caranzalem Goa . Pan card No ACYPC8036G Authorized signatory of M/S. Ecotecho Projects PVt. Ltd by is resolution 10/8/2011.		CCTF	Months Delo AVI de Distriction de Delo Le Cara de La contra de La cont	įr

### **Endorsements**

arshi , s/o J. Suryawanshi , Married,Indian,age 42 Years,Business,r/oSuryadatta 39. pune -

Photo	Thumb Impression	Signature
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Ritesh Chodankar, s/o Ramkrishna Chodankar, Married, Indian, age 37 Years, Business, r/o601, Kamat Royale Caranzalem Goa. Pan card No ACYPC8036G Authorized signatory of M/S. Ecotecho Projects FVt. Ltd by is resolution 10/8/2011.

Photo	Thumb Impression	Signature
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	Control of	O SED

**3** . Fr. Walter Saldabha , s/o S.J , UnMarried,Indian,age 74 Years,Priest ,r/oH.no 2008 St. Vincent Street , Pune 411 001 Pan Card No CRXPS1280E Admit execution on behalf of Vendors vide POA dated 31/12/2008 executed before Consulate General of India , Toronto Canada and duly stamp before the collector .

Photo	Thumb Impression	Signature
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Identification

Sr No.	Witness Details	Signature
1	Gauresh Nayak , audhut Nayak ,Married,Indian,age 31 Years,Business,r/o Porvorim Bardez Goa	I way
2	Sainath Patekar , s/o babi Patekar ,UnMarried,Indian,age 27 Years,Business,r/o Asnora Bardez Goa	O'Der

SUB REGISTRAR BARDEZ Book-1 Document Registration Number BRZ-BK1-04055-2011 CD Number BRZD216 on Date 22-08-2011 YON,1

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Sub-Registra (Barcez) AR

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Signature - (

REGIST

Designed and Developed by C-DAC. ACTS, Pune

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Reg No. 1006(R) 2. (D)(Dol)

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