

2205

INDUSIND BANK LTD
CHAZE ART GALLERY
ABADE FARLA ROAD
MARGAO-GOA-403 601
D-5/STP(V)/C.R/35/8/2006-RD(PART-I)

भारत 00979 NON JUDICIAL गोवा
133358 MAY 07 2009
09:26
R.0090000/- PB6675
INDIA STAMP DUTY GOA

133


Name of Purchaser SWAPNA DEVELOPERS
For Indusind Bank Ltd.

Vernekar
Authorised Signatory
SAMIR VERNEKAR
S.S.No.573

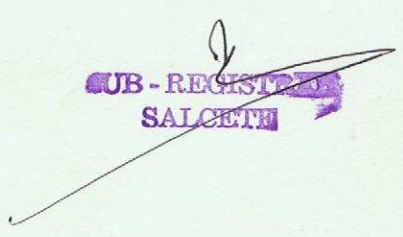
Serial No. 2251/2009
Presented at the Office of Sub-Registrar of Salcete
between the hours of 9.30am
and 12.45 on 8/5/2009
noon

Received fees for Rs. 9000.00
Registration 9000.00
Copying (Folios) 90.00
Copying Endorsements
Postage 10.00
Total 90100.00

Prakash K. Joturi

For SWAPNA DEVELOPERS
 PARTNERS



SUB-REGISTRAR
SALCETE


SUB-REGISTRAR
SALCETE

DEED OF SALE

THIS DEED OF SALE is made at Margao, Goa, on this
06th day of May, 2009 - BETWEEN -

(1)(a) MR. SHAIKH SAYEED AHMED, son of Shaikh
Daudsab, aged 44 years, married, businessman, and

For SWAPNA DEVELOPERS

PARTNERS

Shahin Samed *Johns*

his wife (b) MRS. SABINA BI SHAIKH, daughter of Mr. Mohamad Akbar Contractor, aged 37 years, housewife

(2)(a) MR. SHAIKH MOHAMMED SIDDIK, son of Shaikh Daudsab, aged 48 years, businessman and his wife (b) MRS. TARANUM BI SHAIKH, daughter of Mr. Mohammed Hasham, aged 38 years, housewife, all Indian Nationals and residents of H.No.114, Aquem Alto, Margao, Goa, hereinafter collectively referred to as the "VENDORS" of the ONE PART - AND

(2) M/S. SWAPANA DEVELOPERS, a partnership firm, duly registered under The Indian Partnership Act, 1932, having its office and principal place of business at Osia Paradise, Dawood Baug Road, Off. Jai Prakash Road, Andheri (West), Mumbai 400 058, comprising of Shri P.K.KOTHARI alias PRAKASH KAPURCHAND KOTHARI, son of late Kapurchand K. Kothari, aged 50 years, married, businessman, P.K. KOTHARI (H.U.F), Karta P.K.KOTHARI and SMT. S.K.KOTHARI, widow of Kapurchand Kothari, aged 70 years, as partners and

For SWAPANA DEVELOPERS



PARTNERS

[Handwritten signatures of partners]

represented in this Deed by her lawful attorney the said SHRI PRAKASH KAPURCHAND KOTHARI, son of late Kapurchand K. Kothari, aged 54 years, married, businessman, Indian National, resident of Andheri (West), Mumbai and presently residing at Reliance Park, Colva Road, Margao, Goa, constituted by virtue of an Instrument of Power of Attorney dt. 16th March 2000 executed before Shri S.H.Qureshi, Notary at Mumbai, attested copy enclosed, hereinafter, for brevity's sake, being referred to as "PURCHASERS" 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 their respective heirs, executors, administrators, successors and assigns.

WHEREAS there exists a property known as CUDEL-PEDDA, situated at Benaullim, within the area of Village Panchayat of Cana Benaullim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under no.26588 of New Series,



For SWAPNA DEVELOPERS

PARTNERS

[Handwritten signatures]

enrolled in the Land Revenue Office of Salcete under Matriz No.618, originally surveyed under Survey No.141/2 of Benaulim village, now surveyed under No.141/2, 141/2-A and 141/2-B of Benaulim village, bounded on the east by property of Patrocinio Santana Carlos F. de Melo, on the west by property of Bernardo Lourenco de Expectacao Caetano do Rosario e Melo, on the north by road and on the south by the drain.



The above described property is hereinafter called the "said property";

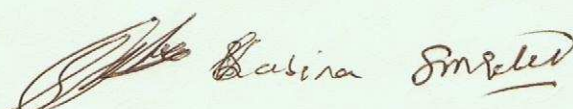

AND WHEREAS the said property belonged to Francisco Carlos do Patrocinio de Melo alias Francisco Carlos D'Melo having acquired by him by Deed of Gift drawn on 3rd May 1930 at pages 65 reverse till page 66 of Deeds Book No.351 by Notary of Salcete Comarca Caetano de Souza;

AND WHEREAS the said property was sub-divided into plots after obtaining approval from Town and Country Planning Department under letter No.DJ/3171/472/79-80 dt.1.6.1979 and Panchayat



For SWAPNA DEVELOPERS

PARTNERS

 Babina Smelted  Jone

approval under letter No.215/78-79 dt. 13.1.1979;

AND WHEREAS on the death of said Francisco Carlos D'Melo his wife and heirs by Deed of Sale dt. 10th June 2008 registered in the office of the Sub-Registrar of Salcete, Margao under No.3246 at pages 221 to 254 of Book No.I Vol.3016 dt.18.6.2008 sold and conveyed Plot No.1 of the said property to the male VENDORS herein;

AND WHEREAS the VENDORS are now sole owners and possessors of the said Plot No.1;

AND WHEREAS the said Plot No.1, having an area of 1519.75 (one thousand five hundred nineteen point seventy five) sq.mts, forming part of the property known as CUDELPEDDA, described hereinabove, situated at Benaulim, Salcete, Goa, surveyed under no.141/2 of Benaulim village, forms an independent and separate property, and bounded on the east by Plot No.2 of said property, on the west by property surveyed under No.141/1 of Benaulim village, on the north by public road and on the south by property surveyed under No.139/1. The above



For SWAPNA DEVELOPERS

PARTNERS

described Plot No.1 is hereinafter referred to as the "said plot";

AND WHEREAS the VENDORS have represented to the PURCHASER that -

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

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



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

d) the VENDORS have not entered into any transac-
tion/s in respect of the said plot with any other
person/s;

AND WHEREAS believing the said representations as true, the PURCHASER has approached the VENDORS for purchase of the said plot;

For SWAPNA DEVELOPERS

PARTNERS

 Rabin Smele  Jene

AND WHEREAS the VENDORS have agreed to sell and the PURCHASER has agreed to purchase the said plot for total consideration of Rs.45,00,000/- (Rupees forty five lakhs only), which is its fair market value;

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in pursuance of the said agreement and in consideration of Rs.45,00,000/- (Rupees forty five lakhs only) which has been already paid by the PURCHASER to the VENDORS before the execution of these presents by two cheques drawn on Allaha- bad Bank, Vasco da Gama, Goa Branch, namely (a) Cheque No.001037 dt. 04.05.2009 for Rs.22,50,000/- drawn in favour of Mr. Shaikh Sayeed Ahmed and (b) Cheque No.001038 dt. 04.05.2009 drawn in favour of Vendor, Mr. Shaikh Mohammed Siddik, the receipt whereof the VENDORS hereby admit and acknowledge and discharge the PURCHASER absolutely and forever, they the VENDORS as beneficial owners and possessors do hereby convey, transfer, grant,



For SWAPNA DEVELOPERS
PARTNERS

[Signature]

[Signature] Babine

[Signature] Smeed

[Signature] Jones

assign and assure by way of sale UNTO THE PURCHASER ALL THAT the said Plot No.1 of the property known as CUDELPEDDA, described in detail hereinabove, together with all hedges, ditches, ways, paths, trees, plants, shrubs, bushes, lights, liberties, privileges, easements and appurtenances whatsoever to the said plot belonging to or in any way appertaining or usually held or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the VENDORS in or to the said plot hereby conveyed and every part thereof including right to reserved access roads, open spaces, drains and other common facilities and with all permissions, licences etc TO HAVE, HOLD, OWN, ENJOY, OCCUPY and POSSESS the same to the PURCHASER absolutely and forever.

2. The VENDORS hereby covenant with the PURCHASER that-

a) the VENDORS have already delivered the possession of the said plot to the PURCHASER and the PURCHASER shall be free to hold and possess the



For SWAPNA DEVELOPERS

PARTNERS

[Handwritten signatures]
Kabir Suresh I. Jena

same as absolute owner thereof without any right, claim, interest, interruption or demand from the VENDORS or any person/s claiming through or under them;

b) the VENDORS shall at the request and costs of the PURCHASER, sign and execute any more deeds and documents and shall do all other acts, deeds, things and matters as may be reasonably required for effectual transfer of the said plot in the name of the PURCHASER as per true intent and meaning of this deed.

c) However, in case due to any defects in the title of the VENDORS, the PURCHASER is deprived of the said plot or any part thereof, the VENDORS undertake to indemnify and compensate the PURCHASER fully and adequately in all respects.

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

For SWAPNA DEVELOPERS

PARTNERS

VENDORS:



SHAIKH SAYEED AHMED



right hand finger prints



left hand finger prints

For SWAPNA DEVELOPERS

A handwritten signature in brown ink, written vertically.

A handwritten signature in brown ink.

Babina

A handwritten signature in brown ink.

A handwritten signature in blue ink.



Sabina

SABINA SHAIKH



right hand finger prints



left hand finger prints



For SWAPNA DEVELOPERS

Sabina
PARTNERS

Sabina

Smeeta

John



Smeeid

Smeeid

SHAIKH MOHAMMED SIDDIK



right hand finger prints



left hand finger prints



For SWAPNA DEVELOPERS

[Signature] *Labina* *Smeeid* *Tarons*
PARTNERS



Tarana

TARANUM BI SHAIKH



right hand finger prints



left hand finger prints



For SWAPNA DEVELOPERS

PARTNERS

Shabina *Smsar* *Tarana*

PURCHASER:



For SWAPNA DEVELOPERS

PARTNERS

[Handwritten signature]

[Handwritten signature]



PRAKASH KAPURCHAND KOTHARI
alias P.K.KOTHARI, authorised
partner, FOR M/S. SWAPNA DEVELOPERS



right hand finger prints



left hand finger prints





For SWAPNA DEVELOPERS

PARTNERS

[Handwritten signatures: Prakash, Sabina, Smita, Jans]

WITNESSES:



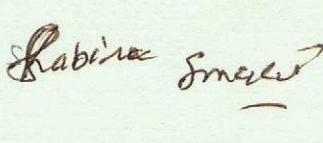

1. MICHAEL. PERAJRA. 

2. NISHANT. R. KADAM. 



For SWAPNA DEVELOPERS

PARTNERS

Executing Parties

1- Mr. Shaikh Sayeed Ahmed, son of Shaikh Daudsah, aged 44 years, married, Businessman, and his wife.

2- Mrs. Sabina bi Shaikh, daughter of Mr. Mohamad Akbar Contractor, aged 37 years, housewife, and


3- Mr. Shaikh Mohammed Siddik, son of Shaikh Daudsah, aged 48 years, businessman and his wife.

4- Mrs. Taranam bi Shaikh, daughter of Mr. Mohammed Hasham, aged 38 years, housewife, all Indian nationals and residents of H.No. 114, Aquem Alto, Margao, Goa.

5- M/s. Swapna Developers, having its office and principal place of business at Ossa Paradise, Dawood Baug Road, off. Jai Prakash Road, Andheri (west) Mumbai 400 056, represented herein by its partners Shri. Prakash Kapurechand Kothari, son of late Kapurechand K. Kothari, aged 54 years, married, businessman, Indian National, resident of Andheri (west), Mumbai and presently residing at Reliance Park Colva Road, Margao, Goa, for self and as constituent of its most attorney of others partners.



Executing party
I to S
admits execution of the so called
sale.

→ Shaikh Sayeed Ahamed 



→ Sabina Bi Shaik. 



> Shaikh Mohammed Siddik

Smear



> Tareemum. S. Shaikh

Smear



> Ibrahim K. Kothu



FOR SWAPNA DEVELOPERS

PARTNERS

Mr. Michael Pereira, Son of
Roque Pereira, major gage,
Service, Bachelor, Indian
National, residing at
Nurem.



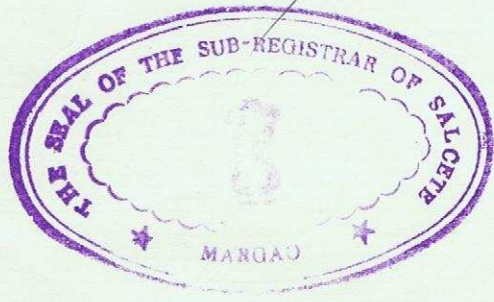
and known to the Sub-Registrar
states that he personally knows
the above executant and identifies

Margao dated 8/5/2009.

SUB-REGISTRAR
SALCETE

Registered No. 2205
at pages 36 to 55
Book No. I Volume No. 3401
Date 21/05/2009

M
~~Sub-Registrar~~



PLAN
SHOWING THE PLOT SITUATED
AT BENAULIM VILLAGE
OF SALCETE TALUKA
BEARING SURVEY NO. 141/2(PART)



For SWAPNA DEVELOPERS

PARTNERS

[Handwritten signatures]
Habiba Sarda Jones