

Phase II

AXIS BANK LTD
SIDDHARTH BANDOORAK BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

भारत 87780 NON JUDICIAL गोवा
179632 JUN 14 2012
15:00
R. 0100000/- PB5740
INDIA STAMP DUTY GOA

3444

NAME: Aansav Realty & Infrastructure Pvt Ltd For AXIS BANK LTD.
ADDRESS: Margao-Goa
THROUGH: Sunil Naik
SIGNATURE: [Signature]
RECEIPT NO: AXIS 87780

[Signature]
Authorized Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.

3444/12



NAKUL TAWARI

[Signature]

DEED OF SALE


This **DEED OF SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this 14th day of JUNE, 2012 (14/06/2012) **BY** and **BETWEEN**:

[Signature] [Signature]

SUVARSHAY ASSOCIATES PVT. LTD., a company incorporated under the Indian Companies Act, 1956, with CIN 55-92897 and PAN AABCS7531A, having its registered office at 75-A, Sunder Nagar, New Delhi 110003, represented herein by its Director and Authorised Signatory Shri. AKSHAY DESHRAJ, son of Shri. Arvind Mohan Deshraj, aged 31 years, businessman, married, Indian National, resident of 75-A, Sunder Nagar, New Delhi 110003, hereinafter referred to as "**VENDOR NO. 1**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in office, executors, successors and administrators) of the **FIRST PART**

AND


M/s HIGHCLUE PROPERTIES & HOLDINGS PVT. LTD., a registered company incorporated under the Indian Companies Act, 1956 (No. 1 of 1956) with CIN U45201GA1998PTC002567 and PAN AABCH7184C, having its registered office at 43/B, C. D. Sun Villas, behind Colva Plaza, Per-Seraulim-Colva, Salcete Goa hereinafter represented by Mr. IGNATIUS TONY PEREIRA, son of late Shri. Ciriaco Pereira, aged about 45 years, married, Civil Engineer, Indian National and resident of Baga, Casaulim,



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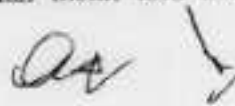
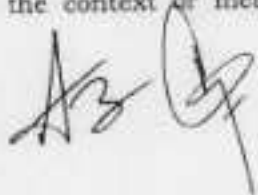
Mormugao, Goa, hereinafter referred to as "VENDOR NO. 2"
(which expression shall unless repugnant to the context or
meaning thereof shall mean and include its successors in office,
executors, successors and administrators) of the **SECOND PART**

AND



1. **AANSAV REALTY & INFRASTRUCTURE PVT. LTD.** a
registered company incorporated under the Companies Act 1956
(No. 1 of 1956), having its Registered Office at 106, WDC Enclave,
Mabai Hotel Complex, Near Collector Office, Margao, Salcete-Goa,
with CIN U65993GA2005PTC004298 and PAN AAFCA5441F,
represented by its Managing Director, Mr. AATISH ANOOP
BABANI, son of Mr. Anoop Kiratrai Babani, aged about 31 years,
bachelor, businessman, Indian National and resident of Carmona,
Salcete-Goa,

2. **Mr. NAKUL TEWARI**, son of late Gen. L. M. Tewari, aged 33
years, businessman, Divorced, holding PAN Card bearing No.
ADVPT4566E, resident of HNo 902, Sector 17B, Iffco Chowk,
Gurgaon, Haryana, Indian National and hereinafter referred to as
the "**PURCHASERS**" (which expression shall unless repugnant to
the context or meaning thereof shall mean and include its/his



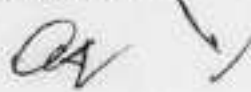
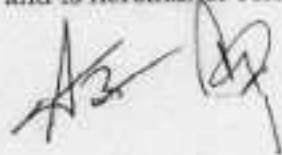
heirs, Successors, Executors, Administrators and Assigns) of the

THIRD PART.

WHEREAS the VENDOR NO. 1 is represented herein by its Director Shri. Akshay Deshraj vide Resolution dated 03/04/2012 passed in its Board Meeting held on 03/04/2012, the VENDOR NO. 2 is represented herein by its Authorised Signatory Mr. Ignatius Tony Pereira vide Resolution dated 05/06/2012 passed in its Board Meeting held on 05/06/2012 and the member no. 1 of the PURCHASERS is represented herein by its Managing Director Shri. Aatish Anoop Babani, vide Resolution dated 14/06/2012 passed in its Board Meeting held on 14/06/2012.

The certified true copies of the said resolutions are filed in this office along with this deed.

AND WHEREAS there exists a landed property known as "LANGOTEM" also known as "LANBTEM", admeasuring 99,075 Sq. metrs, situated at Varca, within the limits of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, surveyed under Survey No. 94/3 of Village Varca, more particularly described in the SCHEDULE-1 hereunder written and is hereinafter referred to as "SAID PROPERTY".



AND WHEREAS the SAID PROPERTY was owned and possessed by late Shri. Putu Bablu Naique alias Putu Babu Khandekar and his wife late Smt. Manekbai Putu Khandekar and the same was inscribed in the name of former under Inscription No. 43823.

AND WHEREAS said Smt. Manekabai Putu Khandekar expired on 09/12/1973, leaving behind her widower and moiety holder, said Putu Khandekar and sole son Shri. Surendra Khandekar married to Sujata Khandekar, thus defining the ownership rights in the SAID PROPERTY as follows:


Putu Khandekar1/2 share

Surendra Khandekar & Sujata Khandekar1/2 share

AND WHEREAS said Surendra Khandekar expired on 21/12/1977, without leaving any issues but leaving behind his widow and moiety holder said Sujata Khandekar and father said Putu Khandekar.

AND WHEREAS said Putu Khandekar expired on 01/11/1979 leaving behind his only daughter-in-law said Sujata S. Khandekar.

AND WHEREAS in the year 1995, said Sujata S. Khandekar instituted an Inventory Proceedings in the Court of Civil Judge.




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Senior Division, Ponda, being Inventory Proceedings No. 1/1995 in which Inventory the Said Property was described under Item No. 5 of the List of Assets.

AND WHEREAS by Judgment and Decree dated 08/01/1996 passed in the said Inventory, the Said Property was allotted to said Sujata S. Khandekar.

AND WHEREAS by virtue of Deed of Sale dated 16/03/2006 duly registered in the office of the Sub-Registrar, Salcete under No. 1397 at pages 336 to 369 of Book No. 1, Vol. No. 1985 dated 22/03/2006 read with Deed of Ratification dated 12/10/2007, duly registered in the office of the Sub-Registrar, Salcete under No. 5064 at pages 137 to 149 of Book No. 1, Vol. No. 2681 dated 22/10/2007, said Mrs. Sujata S. Khandekar, sold unto the VENDOR NO. 2 herein an area admeasuring 5680.00 Sq. metres forming part of the SAID PROPERTY being denominated as Plot No. A.

This Plot of land admeasuring 5680.00 Sq. metres is hereinafter referred to as "SAID PLOT" and is more particularly described in the SCHEDULE-II hereunder written.



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AND WHEREAS with the intention to develop the SAID PLOT by constructing building complex therein consisting of Flats, Bungalow and Villas, the VENDOR NO. 2 obtained following permissions and licenses:

- (i) Conversion Sanad dated 15/01/2008 under Ref. No. AC-II/CONV/225/2006 issued by Addl. Collector-I, South-Goa;
- (ii) Construction Licence dated 18/03/2008 under Ref. No. VP/VAR/2007-2008/37 and renewal thereof dated 02/08/2011 under Ref. No. VP/VAR/2011-2012/554 both issued by V. P. Varca; and
- (iii) Development Permission dated 31/01/2007 under Ref. No. TPM/CONST./Varca/94/3/07/880 issued by Town and Country Planning Department, South-Goa, Margao.



AND WHEREAS the VENDOR NO. 2 though obtained the above permissions and approvals did not commence the construction work in the SAID PLOT.

AND WHEREAS by Deed of Sale dated 02/05/2007 duly registered in the office of the Sub-Registrar, Salcete under No. 2275, at pages 46 to 63 of Book No. I, Vol. No. 2451 dated 10/05/2007, the VENDOR NO. 2 sold an area admeasuring 5016.00 Sq. metres

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from the SAID PLOT unto the VENDOR NO. 1 herein, thereby retaining with it the north-eastern strip of SAID PLOT admeasuring 664.00 Sq. metres.

This Portion of land admeasuring 5016.00 Sq. metres is hereinafter referred to as "SAID PORTION" and is more particularly described in the SCHEDULE-III hereunder written and the North-Eastern Strip admeasuring 664.00 Sq. metres is hereinafter referred to as "SAID STRIP" and is more particularly described in the SCHEDULE-IV hereunder written.

AND WHEREAS in pursuance to the aforesaid deeds, the VENDOR NO. 1 and VENDOR NO. 2 herein are in peaceful possession, occupation, enjoyment and ownership of the SAID PORTION and SAID STRIP respectively.


AND WHEREAS the VENDOR NO. 1 intends to sell the SAID PORTION owned by it and has accordingly approached the PURCHASERS with offer to buy the same and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID PORTION" owned by



it and that it is in lawful occupation, possession and enjoyment of the same

- ii) The "SAID PORTION" is not subject to any mundkarial rights, tenancy rights, leasehold rights or any other rights whatsoever from any other person/s whomsoever;
- iii) The "SAID PORTION" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other than the VENDOR NO. 1 mentioned hereinabove is/are the owner/s or possessor/s of the SAID PORTION or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID PORTION and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID PORTION" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law



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or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the VENDOR NO. 1 regarding the "SAID PORTION";

vii) That neither the "SAID PORTION" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.

viii) That the "SAID PORTION" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.

ix) That it has not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease, sale deed or any other Agreement whether oral or in writing, with any third party or third parties in respect of the "SAID PORTION"



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- x) That no person has any right of access through the "SAID PORTION", or part thereof, nor does any access, public or private, exist through the same;
- xi) That there are no dues or any other liability outstanding in respect of the "SAID PORTION"
- xii) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID PORTION", the VENDOR NO. 1, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID PORTION" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 1 for any such settlement made by it with the third party.
- xiii) notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the

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contrary, by the VENDOR NO. 1 or by any of its predecessors in title or any person claiming under or through the VENDOR NO. 1, the VENDOR NO. 1 had at all material times heretofore and now has a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PORTION" unto and to the use of the PURCHASERS.

xiv) That the "SAID PORTION" does not fall in any zone prohibited for development.

AND WHEREAS the VENDOR NO. 2 also intends to sell the SAID STRIP owned by it as also intends to transfer and assign the rights under the various licences and permissions obtained and have accordingly approached the PURCHASERS with offer to buy the SAID STRIP and acquire the rights in the licences and permissions and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID STRIP" owned by it and that it is in lawful occupation, possession and enjoyment of the same

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- ii) The "SAID STRIP" is not subject to any mundkarial rights, or tenancy rights.
- iii) The "SAID STRIP" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other than the VENDOR NO. 2 mentioned hereinabove is/are the owner/s or possessor/s of the SAID STRIP or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID STRIP and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID STRIP" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/



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Requisition had/has been received by and/or served upon the VENDOR NO. 2 regarding the "SAID STRIP";

vii) That the "SAID STRIP" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.

viii) That the "SAID STRIP" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.

ix) That VENDOR No. 2 has agreed or committed with third parties in respect motor able access of the "SAID STRIP"

x) That there are no dues or any other liability outstanding in respect of the "SAID STRIP"



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xi) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID STRIP", the VENDOR No. 2, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID STRIP" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 2 for any such settlement made by it with the third party,

xii) Notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the VENDOR NO. 2 or by any of their predecessors in title or any person claiming under or through the VENDOR NO. 2, the VENDOR NO. 2 had at all material times heretofore and now have a good right, full

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power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID STRIP" unto and to the use of the PURCHASERS.

xiii) That the "SAID STRIP" does not fall in any zone prohibited for development.

AND WHEREAS solely relying upon the representations and declarations made by the VENDOR NO. 1 and VENDOR NO. 2 herein above and believing the above representations as true and declaration as trustworthy, the PURCHASERS have decided to purchase 1/4th undivided share of the SAID PORTION (1254/5016) from the VENDOR NO. 1 for a total consideration of Rs. 48,75,000/- and 1/4th undivided share of the SAID STRIP (166/664) from the VENDOR No. 2 for a total consideration of Rs. 1,25,000/-.

The 1/4th undivided share of the SAID PORTION (1254/5016) and 1/4th undivided share of the SAID STRIP (166/664) taken together shall be hereinafter referred to as "SAID SHARE IN THE SAID PLOT".



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AND WHEREAS the parties hereto have agreed to execute the present deed thereby transferring the right, title and interest of the SAID SHARE IN THE SAID PLOT.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

1. That in pursuance to the said understanding and in consideration of Rs. 48,75,000/- (Rupees Forty Eight Lakhs Seventy Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 1 and in consideration of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 2, in the manner hereinafter provided, the VENDOR NO. 1 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID PORTION described in SCHEDULE III and the VENDOR NO. 2 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID STRIP described in SCHEDULE IV hereunder written, along with all trees, drains, ways, paths, plants, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the SAID PORTION and SAID STRIP and/or every part thereof and all estate right, title, interest, use, inheritance,



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possession, benefit, claims, and demand whatsoever at law of or upon the said VENDOR NO. 1 and 2 into out of or upon the SAID SHARE IN THE SAID PLOT and/or every part thereof TO HAVE AND TO HOLD all and singular the SAID SHARE IN THE SAID PLOT hereby granted, released, conveyed and intended and assured or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the said PURCHASERS forever.

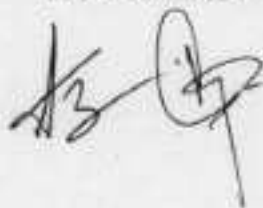
2. The said Consideration of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) is paid in the following manner:

(i) a sum of Rs. 48,75,000/- to the VENDOR NO. 1 as follows:

a) a sum of Rs. 48,75,000/- (Rupees Forty Eight Lacs Seventy Five Thousand Only) vide RTGS/NEFT transfer **BARBH12167736991** dated 15/06/2012 drawn on BANK OF BARODA, MARGAO.

(ii) a sum of Rs. 1,25,000/- to the VENDOR NO. 2 vide Cheque No. 00873 dated 30/06/2012 drawn on Bank of Baroda, Margao, Goa.

the payment and receipt the said sum of Rs. 48,75,000/- the VENDOR NO. 1 do hereby admit and acknowledge to have received in full and discharge the PURCHASERS of the same and every part



thereof, while the VENDOR NO. 2 acknowledges the receipt of the Cheque mentioned at para 2(ii) while acknowledgement as to the receipt of the value of the said cheque is subject to realisation of the same.

The SAID SHARE IN THE SAID PLOT shall be owned and possessed by the PURCHASERS in the following ratio:

Member no. 1 of the PURCHASERS62.5%

Member no. 2 of the PURCHASERS37.5%

3. The VENDOR NO. 1 and 2 have today delivered exclusive, vacant, lawful and peaceful possession of the "SAID SHARE IN THE SAID PLOT" unto the PURCHASERS and the PURCHASERS have taken the possession of the same.

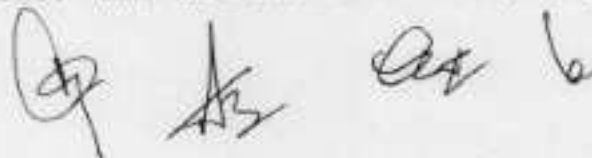


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4. The VENDOR NO. 1 and 2 do hereby now declare that they have absolute rights and title to convey the SAID SHARE IN THE SAID PLOT to the PURCHASERS and that it shall be lawful for the PURCHASERS from time to time and at all time hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the SAID SHARE IN THE SAID PLOT hereby granted with their appurtenances and receive benefits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the said VENDOR NO. 1 and 2 and/or any persons from/under them.


5. The VENDOR NO. 1 and VENDOR NO. 2 independently and severally covenant with the PURCHASERS, with regards SAID PROTION and SAID STRIP as under:-

- a) that they the VENDOR NO. 1 and 2 and all persons claiming through or under them shall and will from time to time upon the request and at the costs of the PURCHASERS shall do and execute or cause to be done and execute all such lawful acts, deeds and things, whatsoever for further and more perfectly conveying and assuring the "SAID SHARE IN THE SAID PLOT" unto the PURCHASERS and placing



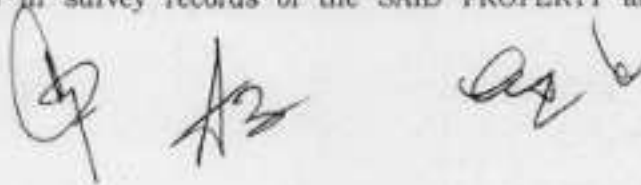
them in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required;

- b) That the representations and declarations made severally by the VENDOR NO. 1 and VENDOR NO. 2 unto the PURCHASERS herein above and as mentioned in the recital clause, relying upon which the PURCHASERS have agreed to purchase the SAID SHARE IN THE SAID PLOT be deemed to have been specifically incorporated herein for all purposes and to avoid repetition.



6. The VENDOR NO. 1 and VENDOR NO. 2, independently and separately, do hereby declare that they have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or things whereby they are prevented from granting and conveying the SAID PORTION and or SAID PLOT in the manner aforesaid and hereinafter.

7. The VENDOR NO. 1 and 2 hereby give No Objection for carrying out mutation and for inclusion of the name of the PURCHASERS in survey records of the SAID PROPERTY and



hereby waives any notice that may be required to be addressed to them under any law in force.

8. The VENDOR NO. 1 and 2 hereby declare that they are aware of notification bearing no. RD/LND/LCR/318/77 dated 21/08/1978 and Circular No. 16/04/2011-RD dated 06/06/2011 issued by the Government of Goa and hereby declare that the Directors of the VENDOR NO. 1 and 2 do not belong to the Schedule Castes or Schedule Tribes category.


9. In case the PURCHASERS are deprived from possessing and enjoying the SAID SHARE IN THE SAID PLOT at anytime in future, due to any defect in ownership/title or identification of the VENDOR NO. 1 and 2 or due to claim or objection from any person, firm, company, Bank, credit society, financial Institution etc., then the VENDOR NO.1 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID PORTION and VENDOR NO. 2 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID STRIP.

10. The VENDOR NO. 1 and VENDOR NO. 2 undertake to indemnify and keep indemnified the PURCHASERS for any defect



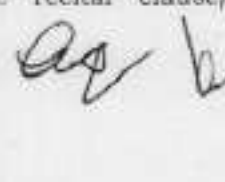


in title against all the person or persons claiming and demanding any right/s, title and interest in the SAID PORTION and SAID STRIP respectively.

Further, the VENDOR NO. 1 and VENDOR NO. 2 do hereby agree to indemnify and keep indemnified the PURCHASERS against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, cost, expenses which may be made or brought or commenced against the PURCHASERS by any third party or against the VENDOR NO. 1 and 2 or any of them and in which the PURCHASERS is subject to any loss, damage etc. in respect to the SAID PORTION and SAID STRIP respectively, hereby sold.




11. It is hereby declared, clarified and acknowledged by the VENDOR NO. 2 that along with the sale of the SAID PORTION vide Deed of Sale dated 02/05/2007 referred above, VENDOR NO. 2 had actually assigned in favour of the VENDOR NO. 1 the rights in the permissions and licenses obtained by the VENDOR NO. 2, however by oversight the same remained to be mentioned in the said sale deed. Now both the VENDOR NO. 1 and 2 assign in favour of the PURCHASERS all their rights arising from the licenses and permissions (mentioned in the recital clause)

originally obtained by the VENDOR NO. 2 in respect of the SAID PLOT.

12. As the SAID STRIP of 8 mts. Width apart from serving as an access to the SAID PROTION, also serves as a motor able access to the Plot Nos. A1, A2, and another plot of the Said Property on the southern side of Plot No. A2 and parts of the property bearing survey no. 94/3 of village Varca, which abuts the SAID STRIP on the eastern side, the PURCHASERS state that they shall have no objection for usage of the said motor able access for easement, approval of development plans, etc. by the owners of the above plots and owners of the remaining property bearing survey no. 94/3 abutting the SAID STRIP on the eastern side.



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SCHEDULE-I

(of the SAID PROPERTY)


ALL THAT property known as "LANGOTEM" also known as "LANGTEM" situated at Varca, taluka of Salcete, described as a whole under no. 6665 in erstwhile Land Registration Office of Salcete and surveyed as a whole under Survey No. 94/3 of Varca Village with an area of 99,075 Sq.mtrs. and bounded as under:-

EAST : By boundary of Village Orlim;

WEST : By the property surveyed under survey No. 98/2;

NORTH : By road;

SOUTH : By the property surveyed under survey Nos.
100/1 and 100/2.



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SCHEDULE-II

(of the SAID PLOT)

ALL THAT Plot of Land admeasuring 5680.00 Sq. meters identified as Plot A and forming part of the property described in the SCHEDULE-I above and bounded as under:

- EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;
- WEST : by the property surveyed under survey No. 94/2;
- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

SCHEDULE-III

(Of the SAID PORTION)

ALL THAT PORTION OF LAND admeasuring 5016.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

- EAST : by remaining portion of SAID PROPERTY and Said Strip described in Schedule IV;
- WEST : by the property surveyed under survey No. 94/2;

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- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

SCHEDULE IV
(Of the SAID STRIP)

ALL THAT STRIP OF LAND admeasuring 664.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

- EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;
- WEST : by Said Portion described in Schedule III above;
- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

The Said Portion and Said Strip is shown in the plan annexed hereto which forms the part of these presents.

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned.



SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR NO. 1:
SUVARSHAY ASSOCIATES PVT. LTD.

represented by its Director
Shri. AKSHAY DESHRAJ
In the presence of.....



Akshay

Akshay

(Shri. AKSHAY DESHRAJ)

| | | | | |
|------------------|----------------|------------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ

| | | | | |
|-------|-----------------|------------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ

Akshay *AS* *Ash*



SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED VENDOR NO. 2:

M/s HIGHCLUE PROPERTIES & HOLDINGS PVT. LTD

represented by its Authorized
Signatory

Mr. IGNATIUS TONY PEREIRA

In the presence of



(Mr. IGNATIUS TONY PEREIRA)

| | | | | |
|------------------|----------------|------------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

| | | | | |
|-------|-----------------|------------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

AS *AS* *AS*

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASERS:
AANSAV REALTY & INFRASTRUCTURE PVT. LTD.**

represented by its Director
Mr. AATISH ANOOP BABANI
The member no. 1 of the PURCHASERS
In the presence of.....



Aatish Babani

Aatish Babani

(Mr. AATISH ANOOP BABANI)

| | | | | |
|------------------|----------------|------------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI

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| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI

A2 *Q* *as* *↓*



Mr. NAKUL TEWARI

The member no. 2 of the PURCHASERS
In the presence of.....



(Mr. NAKUL TEWARI)

| | | | | |
|------------------|----------------|------------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL
TEWARI

| | | | | |
|-------|-----------------|------------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL
TEWARI

In the Presence of:

1. TAPAN ACHARYA

2. Ajay Satarkar

PLAN

SHOWING PLOT A' PART OF SURVEY NO 9477 OF 1911 AGE VARKH
SALCETE TALUKA - SOUTH GOA



SCALE 1:1000

AREA OF PLOT A' = 5016.00 M²
 AREA OF STRIP (100) = 664.00 M²
 (1/4 WIDE ACCESS RD)
 TOTAL AREA 5680.00 M²

VENDORS:-
 1. *Adiswamy*
 2. *Waf*

PURCHASER:-
Prakash Babu
Pradip

AREA SOLD : 1/4TH UNDIVIDED SHARE IN
 THE SAID PORTION & SAID STRIP



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 15-06-2012 05:21:37 PM

Document Serial Number : 3444

Presented at 05:07:00 PM on 15-06-2012 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

| Sr. No | Description | Rs. Ps |
|--------|------------------|------------------|
| 1 | Registration Fee | 150000.00 |
| 2 | Processing Fees | 380.00 |
| | Total : | 150380.00 |

Stamp Duty Required: 100000.00

Stamp Duty Paid: 100000.00

Aatish Anoop Babani presenter

| Name | Photo | Thumb Impression | Signature |
|--|-------|------------------|-----------|
| Aatish Anoop Babani , S/o. Anoop Kiratral Babani , UnMarried, Indian, age 31 Years, Business, r/o Carmona, Salcete - Goa As Managing Director of Aansav Realty and Infrastructure Pvt. Ltd., having its registered office at 106m WDC Enclave, Mabel Hotel Complex, Near Collector Office, Margao, Salcete - Goa, by Resolution dated 15/06/2012. | | | |

Endorsements

Executant

1 . Akshay Deshraj , S/o. Arvind Mohan Deshraj , Married, Indian, age 31 Years, Business, r/o 75-A, Sunder Nagar, New Delhi 110 003 As Director and Authorised Signatory of Suvarshay Associates Pvt. Ltd, having its registered office at 75-A, Sunder Nagar, New Delhi 110 003, by Resolution dated 03/04/2012.

| Photo | Thumb Impression | Signature |
|-------|------------------|-----------|
| | | |

2. Ignatius Tony Pereira, S/o. Late Ciriaco Pereira, Married, Indian, age 45 Years, Civil Engineer, r/oBaga, Cansaulim, Mormugao, Goa As Signatory of M/s. Highclue Properties and Holdings Pvt. Ltd, having its registered office at 43/B, C.D. Sun Villas, Behind Colva Plaza, Per-Seaaulim, Colva, Salcete - Goa, by Resolution dated 05/06/2012.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

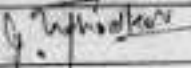
3. Nakul Tewari, S/o. Late Gen. L.M. Tewari, Divorce, Indian, age 33 Years, Business, r/OH.No. 902, Sector 17B, Hfco Chowk, Gurgaon, Haryana.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

4. Aatish Anoop Babani, S/o. Anoop Kiratral Babani, UnMarried, Indian, age 31 Years, Business, r/oCarmona, Salcete - Goa As Managing Director of Aansav Realty and Infrastructurre Pvt. Ltd., having its registered office at 106m WDC Enclave, Nabal Hotel Complex, Near Collector Office, Margao, Salcete - Goa, by Resolution dated 15/06/2012.

| Photo | Thumb Impression | Signature |
|--|--|--|
|  |  |  |

Identification

| Sr No. | Witness Details | Signature |
|--------|---|---|
| 1 | Adv. Gaurish Kudchadkar, S/o. Mahesh Kudchadkar, Married, Indian, age 31 Years, Advocate, r/o Margao, Salcete - Goa |  |


 SUB REGISTRAR
 MARGAO - SALCETE
 GOA

Book-1 Document
Registration Number MGO-BK1-03433-2012
CD Number MGO061 on
Date 15-06-2012

Sub-Registrar (SAC)  MAHARASHTRA

Scanned By- *A-CL*

Signature- *[Handwritten Signature]*

Designed and Developed by C-DAC, ACTS, Pune

AXIS BANK LTD.
SEKHARHATH BANDOJKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

भारत 07779 NON JUDICIAL गोवा
171636 JUN 14 2012
14:59
R. 0100000/- PB5740
INDIA STAMP DUTY GOA

3447

3447/12

NAME: Aansav Realty & Infrastructure Pvt Ltd
ADDRESS: Margao-Goa
THROUGH: Sunil Naik
SIGNATURE: [Signature]
RECEIPT NO: AXISB/3379

For AXIS BANK LTD.
[Signature]
Authorized Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.



NARUL TEWARI

[Signature]

DEED OF SALE

This **DEED OF SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this 14th day of JUNE, 2012 (14/06/2012) **BY** and **BETWEEN:**

[Signature] [Signature] [Signature]

SUVARSHAY ASSOCIATES PVT. LTD., a company incorporated under the Indian Companies Act, 1956, with CIN 55-92897 and PAN AABCS7531A, having its registered office at 75-A, Sunder Nagar, New Delhi 110003, represented herein by its Director and Authorised Signatory Shri. AKSHAY DESHRAJ, son of Shri. Arvind Mohan Deshraj, aged 31 years, businessman, married, Indian National, resident of 75-A, Sunder Nagar, New Delhi 110003, hereinafter referred to as "**VENDOR NO. 1**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in office, executors, successors and administrators) of the **FIRST PART**



AND

M/s HIGHCLUE PROPERTIES & HOLDINGS PVT. LTD., a registered company incorporated under the Indian Companies Act, 1956 (No. 1 of 1956) with CIN U45201GA1998PTC002567 and PAN AABCH7184C, having its registered office at 43/B, C. D. Sun Villas, behind Colva Plaza, Per-Seraulim-Colva, Salcete Goa hereinafter represented by Mr. IGNATIUS TONY PEREIRA, son of late Shri. Ciriaco Pereira, aged about 45 years, married, Civil Engineer, Indian National and resident of Baga, Cansaulim,


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Mormugao, Goa, hereinafter referred to as "**VENDOR NO. 2**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in office, executors, successors and administrators) of the **SECOND PART**

AND

1. **AANSAV REALTY & INFRASTRUCTURE PVT. LTD.**, a registered company incorporated under the Companies Act 1956 (No. 1 of 1956), having its Registered Office at 106, WDC Enclave, Mahal Hotel Complex, Near Collector Office, Margao, Salcete-Goa, with CIN U65993GA2005PTC004298 and PAN AAFCA5441F, represented by its Managing Director, Mr. AATISH ANOOP BABANI, son of Mr. Anoop Kiratrai Babani, aged about 31 years, bachelor, businessman, Indian National and resident of Carmona, Salcete-Goa,

2. **Mr. NAKUL TEWARI**, son of late Gen. L. M. Tewari, aged 33 years, businessman, Divorced, holding PAN Card bearing No. ADVPT4566E, resident of HNo 902, Sector 17B, Ifco Chowk, Gurgaon, Haryana, Indian National and hereinafter referred to as the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its/his



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heirs, Successors, Executors, Administrators and Assigns) of the

THIRD PART.

WHEREAS the VENDOR NO. 1 is represented herein by its Director Shri. Akshay Deshraj vide Resolution dated 03/04/2012 passed in its Board Meeting held on 03/04/2012, the VENDOR NO. 2 is represented herein by its Authorised Signatory Mr. Ignatius Tony Pereira vide Resolution dated 05/06/2012 passed in its Board Meeting held on 05/06/2012 and the member no. 1 of the PURCHASERS is represented herein by its Managing Director Shri. Aatish Anoop Babani, vide Resolution dated 14/06/2012 passed in its Board Meeting held on 14/06/2012.

The certified true copies of the said resolutions are filed in this office along with this deed.

AND WHEREAS there exists a landed property known as "LANGOTEM" also known as "LANBTEM", admeasuring 99,075 Sq. metres, situated at Varca, within the limits of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, surveyed under Survey No. 94/3 of Village Varca, more particularly described in the SCHEDULE-I hereunder written and is hereinafter referred to as "SAID PROPERTY".



AS *AS*

AND WHEREAS the SAID PROPERTY was owned and possessed by late Shri. Putu Bablu Naique alias Putu Babu Khandekar and his wife late Smt. Manekbai Putu Khandekar and the same was inscribed in the name of former under Inscription No. 43823.

AND WHEREAS said Smt. Manekbai Putu Khandekar expired on 09/12/1973, leaving behind her widower and moiety holder, said Putu Khandekar and sole son Shri. Surendra Khandekar married to Sujata Khandekar, thus defining the ownership rights in the SAID PROPERTY as follows:

Putu Khandekar1/2 share
Surendra Khandekar & Sujata Khandekar1/2 share

AND WHEREAS said Surendra Khandekar expired on 21/12/1977, without leaving any issues but leaving behind his widow and moiety holder said Sujata Khandekar and father said Putu Khandekar.

AND WHEREAS said Putu Khandekar expired on 01/11/1979 leaving behind his only daughter-in-law said Sujata S. Khandekar.

AND WHEREAS in the year 1995, said Sujata S. Khandekar instituted an Inventory Proceedings in the Court of Civil Judge,




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Senior Division, Ponda, being Inventory Proceedings No. 1/1995 in which Inventory the Said Property was described under Item No. 5 of the List of Assets.

AND WHEREAS by Judgment and Decree dated 08/01/1996 passed in the said Inventory, the Said Property was allotted to said Sujata S. Khandekar.

AND WHEREAS by virtue of Deed of Sale dated 16/03/2006 duly registered in the office of the Sub-Registrar, Salcete under No. 1397 at pages 336 to 369 of Book No. I, Vol. No. 1985 dated 22/03/2006 read with Deed of Ratification dated 12/10/2007, duly registered in the office of the Sub-Registrar, Salcete under No. 5064 at pages 137 to 149 of Book No. I, Vol. No. 2681 dated 22/10/2007, said Mrs. Sujata S. Khandekar, sold unto the VENDOR NO. 2 herein an area admeasuring 5680.00 Sq. metres forming part of the SAID PROPERTY being denominated as Plot No. A.


This Plot of land admeasuring 5680.00 Sq. metres is hereinafter referred to as "SAID PLOT" and is more particularly described in the SCHEDULE-II hereunder written.



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AND WHEREAS with the intention to develop the SAID PLOT by constructing building complex therein consisting of Flats, Bungalow and Villas, the VENDOR NO. 2 obtained following permissions and licenses:

- (i) Conversion Sanad dated 15/01/2008 under Ref. No. AC-II/CONV/225/2006 issued by Addl. Collector-I, South-Goa;
- (ii) Construction Licence dated 18/03/2008 under Ref. No. VP/VAR/2007-2008/37 and renewal thereof dated 02/08/2011 under Ref. No. VP/VAR/2011-2012/554 both issued by V. P. Varca; and
- (iii) Development Permission dated 31/01/2007 under Ref. No. TPM/CONST./Varca/94/3/07/880 issued by Town and Country Planning Department, South-Goa, Margao.



AND WHEREAS the VENDOR NO. 2 though obtained the above permissions and approvals did not commence the construction work in the SAID PLOT.

AND WHEREAS by Deed of Sale dated 02/05/2007 duly registered in the office of the Sub-Registrar, Salcete under No. 2275, at pages 46 to 63 of Book No. 1, Vol. No. 2451 dated 10/05/2007, the VENDOR NO. 2 sold an area admeasuring 5016.00 Sq. metres

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from the SAID PLOT unto the VENDOR NO. 1 herein, thereby retaining with it the north-eastern strip of SAID PLOT admeasuring 664.00 Sq. metres.

This Portion of land admeasuring 5016.00 Sq. metres is hereinafter referred to as "SAID PORTION" and is more particularly described in the SCHEDULE-III hereunder written and the North-Eastern Strip admeasuring 664.00 Sq. metres is hereinafter referred to as "SAID STRIP" and is more particularly described in the SCHEDULE-IV hereunder written.

AND WHEREAS in pursuance to the aforesaid deeds, the VENDOR NO. 1 and VENDOR NO. 2 herein are in peaceful possession, occupation, enjoyment and ownership of the SAID PORTION and SAID STRIP respectively.

AND WHEREAS the VENDOR NO. 1 intends to sell the SAID PORTION owned by it and has accordingly approached the PURCHASERS with offer to buy the same and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID PORTION" owned by

it and that it is in lawful occupation, possession and enjoyment of the same





- ii) The "SAID PORTION" is not subject to any mundkarial rights, tenancy rights, leasehold rights or any other rights whatsoever from any other person/s whomsoever;
- iii) The "SAID PORTION" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other than the VENDOR NO. 1 mentioned hereinabove is/are the owner/s or possessor/s of the SAID PORTION or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID PORTION and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID PORTION" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law




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or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the VENDOR NO. 1 regarding the "SAID PORTION";

- vii) That neither the "SAID PORTION" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- viii) That the "SAID PORTION" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- ix) That it has not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease, sale deed or any other Agreement whether oral or in writing, with any third party or third parties in respect of the "SAID PORTION"



- x) That no person has any right of access through the "SAID PORTION", or part thereof, nor does any access, public or private, exist through the same;
- xi) That there are no dues or any other liability outstanding in respect of the "SAID PORTION"
- xii) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID PORTION", the VENDOR NO. 1, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID PORTION" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 1 for any such settlement made by it with the third party.
- xiii) notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the



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contrary, by the VENDOR NO. 1 or by any of its predecessors in title or any person claiming under or through the VENDOR NO. 1, the VENDOR NO. 1 had at all material times heretofore and now has a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PORTION" unto and to the use of the PURCHASERS.


- xiv) That the "SAID PORTION" does not fall in any zone prohibited for development.

AND WHEREAS the VENDOR NO. 2 also intends to sell the SAID STRIP owned by it as also intends to transfer and assign the rights under the various licences and permissions obtained and have accordingly approached the PURCHASERS with offer to buy the SAID STRIP and acquire the rights in the licences and permissions and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID STRIP" owned by it and that it is in lawful occupation, possession and enjoyment of the same



- ii) The "SAID STRIP" is not subject to any mundkarial rights, or tenancy rights.
- iii) The "SAID STRIP" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other then the VENDOR NO. 2 mentioned hercinabove is/are the owner/s or possessor/s of the SAID STRIP or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID STRIP and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID STRIP" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/




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Requisition had/has been received by and/or served upon the VENDOR NO. 2 regarding the "SAID STRIP";

- vii) That the "SAID STRIP" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- viii) That the "SAID STRIP" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- ix) That VENDOR No. 2 has agreed or committed with third parties in respect motor able access of the "SAID STRIP"
- x) That there are no dues or any other liability outstanding in respect of the "SAID STRIP"



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xij) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID STRIP", the VENDOR No. 2, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID STRIP" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 2 for any such settlement made by it with the third party.



xii) Notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the VENDOR NO. 2 or by any of their predecessors in title or any person claiming under or through the VENDOR NO. 2, the VENDOR NO. 2 had at all material times heretofore and now have a good right, full



power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID STRIP" unto and to the use of the PURCHASERS.

- xiii) That the "SAID STRIP" does not fall in any zone prohibited for development.

AND WHEREAS solely relying upon the representations and declarations made by the VENDOR NO. 1 and VENDOR NO. 2 herein above and believing the above representations as true and declaration as trustworthy, the PURCHASERS have decided to purchase 1/4th undivided share of the SAID PORTION (1254/5016) from the VENDOR NO. 1 for a total consideration of Rs. 48,75,000/- and 1/4th undivided share of the SAID STRIP (166/664) from the VENDOR No. 2 for a total consideration of Rs. 1,25,000/-.

The 1/4th undivided share of the SAID PORTION (1254/5016) and 1/4th undivided share of the SAID STRIP (166/664) taken together shall be hereinafter referred to as "SAID SHARE IN THE SAID PLOT".



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AND WHEREAS the parties hereto have agreed to execute the present deed thereby transferring the right, title and interest of the SAID SHARE IN THE SAID PLOT.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

1. That in pursuance to the said understanding and in consideration of Rs. 48,75,000/- (Rupees Forty Eight Lakhs Seventy Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 1 and in consideration of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 2, in the manner hereinafter provided, the VENDOR NO. 1 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID PORTION described in SCHEDULE III and the VENDOR NO. 2 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID STRIP described in SCHEDULE IV hereunder written, along with all trees, drains, ways, paths, plants, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the SAID PORTION and SAID STRIP and/or every part thereof and all estate right, title, interest, use, inheritance,



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possession, benefit, claims, and demand whatsoever at law of or upon the said VENDOR NO. 1 and 2 into out of or upon the SAID SHARE IN THE SAID PLOT and/or every part thereof TO HAVE AND TO HOLD all and singular the SAID SHARE IN THE SAID PLOT hereby granted, released, conveyed and intended and assured or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the said PURCHASERS forever.

2. The said Consideration of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) is paid in the following manner:

- (i) a sum of Rs. 48,75,000/- to the VENDOR NO. 1 as follows:
- a) a sum of Rs. 42,75,000/- (Rupees Forty Two Lacs Seventy Five Thousand Only) vide RTGS/NEFT transfer dated 15/06/2012 drawn on BANK OF BARODA, MARGAO.
 - b) a sum of Rs. 6,75,000/- (Six Lacs Seventy Five Thousand Only) vide Cheque No. 000881 dated 15/06/2012 drawn on BANK OF BARODA, MARGAO.
- (ii) a sum of Rs. 1,25,000/- to the VENDOR NO. 2 vide Cheque No. 00873 dated 30/06/2012 drawn on Bank of Baroda, Margao, Goa.



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the payment and receipt the said sum of Rs. 48,75,000/- the VENDOR NO. 1 do hereby admit and acknowledge to have received in full and discharge the PURCHASERS of the same and every part thereof, while the VENDOR NO. 2 acknowledges the receipt of the Cheque mentioned at para 2(ii) while acknowledgement as to the receipt of the value of the said cheque is subject to realisation of the same.

The SAID SHARE IN THE SAID PLOT shall be owned and possessed by the PURCHASERS in the following ratio:

| | |
|--------------------------------|------------|
| Member no. 1 of the PURCHASERS |62.5% |
| Member no. 2 of the PURCHASERS |37.5% |

3. The VENDOR NO. 1 and 2 have today delivered exclusive, vacant, lawful and peaceful possession of the "SAID SHARE IN THE SAID PLOT" unto the PURCHASERS and the PURCHASERS have taken the possession of the same.



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4. The VENDOR NO. 1 and 2 do hereby now declare that they have absolute rights and title to convey the SAID SHARE IN THE SAID PLOT to the PURCHASERS and that it shall be lawful for the PURCHASERS from time to time and at all time hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the SAID SHARE IN THE SAID PLOT hereby granted with their appurtenances and receive benefits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the said VENDOR NO. 1 and 2 and/or any persons from/under them.

5. The VENDOR NO. 1 and VENDOR NO. 2 independently and severally covenant with the PURCHASERS, with regards SAID PROTION and SAID STRIP as under:-

- a) that they the VENDOR NO. 1 and 2 and all persons claiming through or under them shall and will from time to time upon the request and at the costs of the PURCHASERS shall do and execute or cause to be done and execute all such lawful acts, deeds and things, whatsoever for further and more perfectly conveying and assuring the "SAID SHARE IN THE SAID PLOT" unto the PURCHASERS and placing



them in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required;

- b) That the representations and declarations made severally by the VENDOR NO. 1 and VENDOR NO. 2 unto the PURCHASERS herein above and as mentioned in the recital clause, relying upon which the PURCHASERS have agreed to purchase the SAID SHARE IN THE SAID PLOT be deemed to have been specifically incorporated herein for all purposes and to avoid repetition.

6. The VENDOR NO. 1 and VENDOR NO. 2, independently and separately, do hereby declare that they have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or things whereby they are prevented from granting and conveying the SAID PORTION and or SAID PLOT in the manner aforesaid and hereinafter.

7. The VENDOR NO. 1 and 2 hereby give No Objection for carrying out mutation and for inclusion of the name of the PURCHASERS in survey records of the SAID PROPERTY and

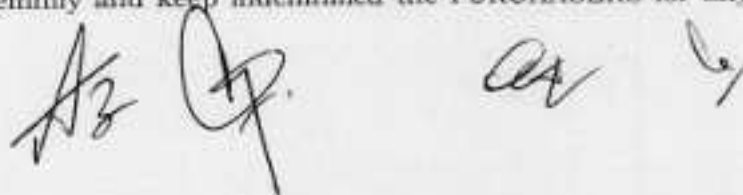
 

hereby waives any notice that may be required to be addressed to them under any law in force.

8. The VENDOR NO. 1 and 2 hereby declare that they are aware of notification bearing no. RD/LND/LCR/318/77 dated 21/08/1978 and Circular No. 16/04/2011-RD dated 06/06/2011 issued by the Government of Goa and hereby declare that the Directors of the VENDOR NO. 1 and 2 do not belong to the Schedule Castes or Schedule Tribes category.

9. In case the PURCHASERS are deprived from possessing and enjoying the SAID SHARE IN THE SAID PLOT at anytime in future, due to any defect in ownership/title or identification of the VENDOR NO. 1 and 2 or due to claim or objection from any person, firm, company, Bank, credit society, financial institution etc., then the VENDOR NO.1 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID PORTION and VENDOR NO. 2 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID STRIP.

10. The VENDOR NO. 1 and VENDOR NO. 2 undertake to indemnify and keep indemnified the PURCHASERS for any defect



in title against all the person or persons claiming and demanding any right/s, title and interest in the SAID PORTION and SAID STRIP respectively.

Further, the VENDOR NO. 1 and VENDOR NO. 2 do hereby agree to indemnify and keep indemnified the PURCHASERS against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, cost, expenses which may be made or brought or commenced against the PURCHASERS by any third party or against the VENDOR NO. 1 and 2 or any of them and in which the PURCHASERS is subject to any loss, damage etc. in respect to the SAID PORTION and SAID STRIP respectively, hereby sold.

11. It is hereby declared, clarified and acknowledged by the VENDOR NO. 2 that along with the sale of the SAID PORTION vide Deed of Sale dated 02/05/2007 referred above, VENDOR NO. 2 had actually assigned in favour of the VENDOR NO. 1 the rights in the permissions and licenses obtained by the VENDOR NO. 2, however by oversight the same remained to be mentioned in the said sale deed. Now both the VENDOR NO. 1 and 2 assign in favour of the PURCHASERS all their rights arising from the licenses and permissions (mentioned in the recital clause)

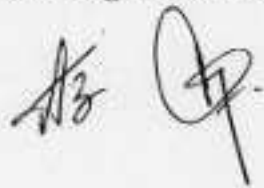


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originally obtained by the VENDOR NO. 2 in respect of the SAID PLOT.

12. As the SAID STRIP of 8 mts. Width apart from serving as an access to the SAID PROTION, also serves as a motor able access to the Plot Nos. A1, A2, and another plot of the Said Property on the southern side of Plot No. A2 and parts of the property bearing survey no. 94/3 of village Varca, which abuts the SAID STRIP on the eastern side, the PURCHASERS state that they shall have no objection for usage of the said motor able access for easement, approval of development plans, etc. by the owners of the above plots and owners of the remaining property bearing survey no. 94/3 abutting the SAID STRIP on the eastern side.



A handwritten signature in black ink, appearing to be 'A3' followed by a stylized flourish.



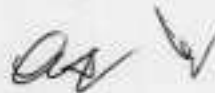
A handwritten signature in black ink, appearing to be 'A3' followed by a stylized flourish.

SCHEDULE-I

(of the SAID PROPERTY)

ALL THAT property known as "LANGOTEM" also known as "LANGTEM" situated at Varca, taluka of Salcete, described as a whole under no. 6665 in erstwhile Land Registration Office of Salcete and surveyed as a whole under Survey No. 94/3 of Varca Village with an area of 99,075 Sq.mtrs. and bounded as under:-

- EAST : By boundary of Village Orlim;
WEST : By the property surveyed under survey No. 98/2;
NORTH : By road;
SOUTH : By the property surveyed under survey Nos.
100/1 and 100/2.



SCHEDULE-II

(of the SAID PLOT)

ALL THAT Plot of Land admeasuring 5680.00 Sq. meters identified as Plot A and forming part of the property described in the SCHEDULE-I above and bounded as under:

- EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;
- WEST : by the property surveyed under survey No. 94/2;
- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

SCHEDULE-III

(Of the SAID PORTION)

ALL THAT PORTION OF LAND admeasuring 5016.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

- EAST : by remaining portion of SAID PROPERTY and Said Strip described in Schedule IV;
- WEST : by the property surveyed under survey No. 94/2;



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NORTH : by storm water drain surveyed under Survey No. 94/1;

SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

SCHEDULE IV
(Of the SAID STRIP)

ALL THAT STRIP OF LAND admeasuring 664.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;


WEST : by Said Portion described in Schedule III above;

NORTH : by storm water drain surveyed under Survey No. 94/1;

SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

The Said Portion and Said Strip is shown in the plan annexed hereto which forms the part of these presents.

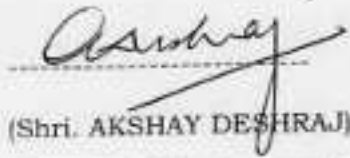
IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned.



[Handwritten signature] *[Handwritten signature]* *[Handwritten signature]*

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR NO. 1:
SUVARSHAY ASSOCIATES PVT. LTD.**

represented by its Director
Shri. AKSHAY DESHRAJ
In the presence of.....



(Shri. AKSHAY DESHRAJ)

| | | | | |
|---|---|---|--|---|
|  |  |  |  |  |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ

| | | | | |
|---|---|---|---|---|
|  |  |  |  |  |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ



**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR NO. 2:**

M/s HIGHCLUE PROPERTIES & HOLDINGS PVT. LTD

represented by its Authorized
Signatory

Mr. IGNATIUS TONY PEREIRA

In the presence of.....



(Mr. IGNATIUS TONY PEREIRA)

| | | | | |
|------------------|----------------|------------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

| | | | | |
|-------|-----------------|------------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASERS:
AANSAV REALTY & INFRASTRUCTURE PVT. LTD.**

represented by its Director
Mr. AATISH ANOOP BABANI
The member no. 1 of the PURCHASERS
In the presence of.....



Aatish Babani

Aatish Babani

(Mr. AATISH ANOOP BABANI)

| | | | | |
|---------------|-------------|---------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI

| | | | | |
|-------|--------------|---------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI

A3 *AP* *as* *by*






Mr. NAKUL TEWARI

The member no. 2 of the PURCHASERS




In the presence of.....



(Mr. NAKUL TEWARI)


| | | | | |
|---|---|---|--|---|
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LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL TEWARI

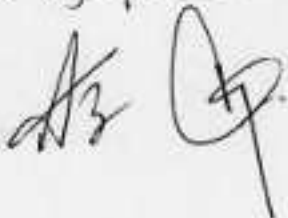
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| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL TEWARI

In the Presence of:

1. TAPAN ACHARYA 

2. Ajay Satarkas 



PLAN

SHOWING PLOT A' PART OF SURVEY NO 9412 OF VILLAGE VARCH
SALCETE TALUKA - SOUTH 600

SCALE 1:1000



VILLAGE OF GARDIM BOUNDARY

AREA OF PLOT A' = 5016.00M²
 AREA OF STRIP (600) = 664.00M²
 (600' WIDE ACCESS RD)
 TOTAL AREA 5680.00M²

-: VENDORS :-
 1. *Adishree*
 2. *Lot*

-: PURCHASER :-
 1. *Chandrabhan*
 2. *Pran*

AREA SOLD : 1/4th INDIVIDUAL SHARE IN THE SAID PORTION & SAID STRIP



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 15-06-2012 05:37:52 PM

Document Serial Number : 3447


Presented at 05:20:00 PM on 15-06-2012 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

| Sr. No | Description | Rs. Ps |
|--------|------------------|-----------|
| 1 | Registration Fee | 150000.00 |
| 2 | Processing Fees | 380.00 |
| | Total : | 150380.00 |

Stamp Duty Required: 100000.00

Stamp Duty Paid: 100000.00

Aatish Anoop Babani presenter

| Name | Photo | Thumb Impression | Signature |
|--|--|---|--|
| Aatish Anoop Babani, S/o. Anoop Kiratrai Babani , UnMarried, Indian, age 31 Years, Business, r/o Carmona, Salcete - Goa As Managing Director of Aansa Realty and Infrastructure Pvt. Ltd., having its registered office at 106m WDC Enclave, Mabal Hotel Complex, Near Collector Office, Margao, Salcete - Goa, by Resolution dated 15/06/2012. |  |  |  |

Endorsements

Executant

1 . Akshay Deshraj , S/o. Arvind Mohan Deshraj , Married, Indian, age 31 Years, Business, r/o 75-A, Sunder Nagar, New Delhi 110 003 As Director and Authorised Signatory of Suvarshay Associates Pvt. Ltd, having its registered office at 75-A, Sunder Nagar, New Delhi 110 003, by Resolution dated 03/04/2012.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

2. Ignatius Tony Pereira , S/o. Late Ciriaco Pereira , Married, Indian, age 45 Years, Civil Engineer , r/oBaga, Cansaulim, Mormugao, Goa As Signatory of M/s. Highclue Properties and Holdings Pvt. Ltd, having its registered office at 43/B, C.D. Sun Villas, Behind Colva Plaza, Per-Seraulim, Colva, Salcete - Goa, by Resolution dated 05/06/2012.

| Photo | Thumb Impression | Signature |
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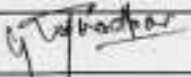
3. Nakul Tewari , S/o. Late Gen. L.M. Tewari , Divorce, Indian, age 33 Years, Business, r/oH.No. 902, Sector 17B, Iffco Chowk, Gurgaon, Haryana.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

4. Aatish Anoop Babani , S/o. Anoop Kiratrai Babani , UnMarried, Indian, age 31 Years, Business, r/oCarmona, Salcete - Goa As Managing Director of Aansav Realty and Infrastructure Pvt. Ltd., having its registered office at 106m WDC Enclave, Mabal Hotel Complex, Near Collector Office, Margao, Salcete - Goa, by Resolution dated 15/06/2012.


| Photo | Thumb Impression | Signature |
|--|--|--|
|  |  |  |

Identification

| Sr No. | Witness Details | Signature |
|--------|--|---|
| 1 | Gaurish Kudchadkar , S/o. Mahesh Kudchadkar , Married, Indian, age 31 Years, Advocate, r/o Margao, Salcete - Goa |  |



 6023 - REGISTRAR
 SUB-REGISTRAR
 SALCETE

Book-1 Document
Registration Number MGO-BK1-03440-2012
CD Number MG0D61 on
Date 15-06-2012


Sub-Registrar (Salcete/Margao)



Scanned By:- *A.C.L.*

Signature:- 

Designed and Developed by C-DAC, ACTS, Pune

15-06-2012


15-06-2012

AXIS BANK LTD
SIDHARTH BANDOONKAR BHAYAN
P. SHEIRGAONKAR ROAD, PANAJI

3492
भारत 07782 NON JUDICIAL 31 1/4T
131634 JUN 14 2012



15:00

D-5/STP(V)/C.R./35/2/2010-RD

R.0100000/- PB5740

INDIA STAMP DUTY GOA

NAME: Aansav Realty & Infrastructure Pvt Ltd.

ADDRESS: Margao - Goa

THROUGH: Sybil Nank

SIGNATURE: [Signature]

RECEIPT NO: AXIS 7782

AXIS BANK LTD.

[Signature]
Authorized Signatory
P. Sheirgaonkar Road,
Panaji, Goa

344212



NAKUL TEWARI

[Signature]

DEED OF SALE

This **DEED OF SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this 14th day of JUNE, 2012 (14/06/2012) **BY** and **BETWEEN:**

[Signature] [Signature] [Signature]

①

SUVARSHAY ASSOCIATES PVT. LTD., a company incorporated under the Indian Companies Act, 1956, with CIN 55-92897 and PAN AABCS7531A, having its registered office at 75-A, Sunder Nagar, New Delhi 110003, represented herein by its Director and Authorised Signatory Shri. AKSHAY DESHRAJ, son of Shri. Arvind Mohan Deshraj, aged 31 years, businessman, married, Indian National, resident of 75-A, Sunder Nagar, New Delhi 110003, hereinafter referred to as **"VENDOR NO. 1"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in office, executors, successors and administrators) of the **FIRST PART**


AND

M/s HIGHCLUE PROPERTIES & HOLDINGS PVT. LTD., a registered company incorporated under the Indian Companies Act, 1956 (No. 1 of 1956) with CIN U45201GA1998PTC002567 and PAN AABCH7184C, having its registered office at 43/B, C. D. Sun Villas, behind Colva Plaza, Per-Seraulim-Colva, Salcete Goa hereinafter represented by Mr. IGNATIUS TONY PEREIRA, son of late Shri. Ciriaco Pereira, aged about 45 years, married, Civil Engineer, Indian National and resident of Baga, Cansaulim.

AK *AD* *AT*

Mormugao, Goa, hereinafter referred to as "VENDOR NO. 2" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in office, executors, successors and administrators) of the **SECOND PART**

AND



1. **AANSAV REALTY & INFRASTRUCTURE PVT. LTD.** a registered company incorporated under the Companies Act 1956 (No. 1 of 1956), having its Registered Office at 106, WDC Enclave, Mabai Hotel Complex, Near Collector Office, Margao, Salcete-Goa, with CIN U65993GA2005PTC004298 and PAN AAFCA5441F, represented by its Managing Director, Mr. AATISH ANOOP BABANI, son of Mr. Anoop Kiratrai Babani, aged about 31 years, bachelor, businessman, Indian National and resident of Carmona, Salcete-Goa,

2. **Mr. NAKUL TEWARI**, son of late Gen. L. M. Tewari, aged 33 years, businessman, Divorced, holding PAN Card bearing No. ADVPT4566E, resident of HNo 902, Sector 17B, Ifco Chowk, Gurgaon, Haryana, Indian National and hereinafter referred to as the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its/his

AS *AS*

heirs, Successors, Executors, Administrators and Assigns) of the

THIRD PART.

WHEREAS the VENDOR NO. 1 is represented herein by its Director Shri. Akshay Deshraj vide Resolution dated 03/04/2012 passed in its Board Meeting held on 03/04/2012, the VENDOR NO. 2 is represented herein by its Authorised Signatory Mr. Ignatius Tony Pereira vide Resolution dated 05/06/2012 passed in its Board Meeting held on 05/06/2012 and the member no. 1 of the PURCHASERS is represented herein by its Managing Director Shri. Aatish Anoop Babani, vide Resolution dated 14/06/2012 passed in its Board Meeting held on 14/06/2012.

The certified true copies of the said resolutions are filed in this office along with this deed.



AND WHEREAS there exists a landed property known as "LANGOTEM" also known as "LANBTEM", admeasuring 99,075 Sq. metres, situated at Varca, within the limits of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, surveyed under Survey No. 94/3 of Village Varca, more particularly described in the SCHEDULE-I hereunder written and is hereinafter referred to as "SAID PROPERTY".

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AND WHEREAS the SAID PROPERTY was owned and possessed by late Shri. Putu Bablu Naique alias Putu Babu Khandekar and his wife late Smt. Manekbai Putu Khandekar and the same was inscribed in the name of former under Inscription No. 43823.


AND WHEREAS said Smt. Manekabai Putu Khandekar expired on 09/12/1973, leaving behind her widower and moiety holder, said Putu Khandekar and sole son Shri. Surendra Khandekar married to Sujata Khandekar, thus defining the ownership rights in the SAID PROPERTY as follows:

Putu Khandekar1/2 share
 Surendra Khandekar & Sujata Khandekar1/2 share

AND WHEREAS said Surendra Khandekar expired on 21/12/1977, without leaving any issues but leaving behind his widow and moiety holder said Sujata Khandekar and father said Putu Khandekar.

AND WHEREAS said Putu Khandekar expired on 01/11/1979 leaving behind his only daughter-in-law said Sujata S. Khandekar.

AND WHEREAS in the year 1995, said Sujata S. Khandekar instituted an Inventory Proceedings in the Court of Civil Judge,



Handwritten signature of the Registrar of Land Revenue, Khandekar.


Handwritten signature of the Civil Judge.

Senior Division, Ponda, being Inventory Proceedings No. 1/1995 in which Inventory the Said Property was described under Item No. 5 of the List of Assets.

AND WHEREAS by Judgment and Decree dated 08/01/1996 passed in the said Inventory, the Said Property was allotted to said Sujata S. Khandekar.

AND WHEREAS by virtue of Deed of Sale dated 16/03/2006 duly registered in the office of the Sub-Registrar, Salcete under No. 1397 at pages 336 to 369 of Book No. 1, Vol. No. 1985 dated 22/03/2006 read with Deed of Ratification dated 12/10/2007, duly registered in the office of the Sub-Registrar, Salcete under No. 5064 at pages 137 to 149 of Book No. 1, Vol. No. 2681 dated 22/10/2007, said Mrs. Sujata S. Khandekar, sold unto the VENDOR NO. 2 herein an area admeasuring 5680.00 Sq. metres forming part of the SAID PROPERTY being denominated as Plot No. A.

This Plot of land admeasuring 5680.00 Sq. metres is hereinafter referred to as "SAID PLOT" and is more particularly described in the SCHEDULE-II hereunder written.



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AND WHEREAS with the intention to develop the SAID PLOT by constructing building complex therein consisting of Flats, Bungalow and Villas, the VENDOR NO. 2 obtained following permissions and licenses:

- (i) Conversion Sanad dated 15/01/2008 under Ref. No. AC-II/CONV/225/2006 issued by Addl. Collector-I, South-Goa;
- (ii) Construction Licence dated 18/03/2008 under Ref. No. VP/VAR/2007-2008/37 and renewal thereof dated 02/08/2011 under Ref. No. VP/VAR/2011-2012/554 both issued by V. P. Varca; and
- (iii) Development Permission dated 31/01/2007 under Ref. No. TPM/CONST./Varca/94/3/07/880 issued by Town and Country Planning Department, South-Goa, Margao.



AND WHEREAS the VENDOR NO. 2 though obtained the above permissions and approvals did not commence the construction work in the SAID PLOT.

AND WHEREAS by Deed of Sale dated 02/05/2007 duly registered in the office of the Sub-Registrar, Salcete under No. 2275, at pages 46 to 63 of Book No. 1, Vol. No. 2451 dated 10/05/2007, the VENDOR NO. 2 sold an area admeasuring 5016.00 Sq. metres.

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from the SAID PLOT unto the VENDOR NO. 1 herein, thereby retaining with it the north-eastern strip of SAID PLOT admeasuring 664.00 Sq. metres.

This Portion of land admeasuring 5016.00 Sq. metres is hereinafter referred to as "SAID PORTION" and is more particularly described in the SCHEDULE-III hereunder written and the North-Eastern Strip admeasuring 664.00 Sq. metres is hereinafter referred to as "SAID STRIP" and is more particularly described in the SCHEDULE-IV hereunder written.

AND WHEREAS in pursuance to the aforesaid deeds, the VENDOR NO. 1 and VENDOR NO. 2 herein are in peaceful possession, occupation, enjoyment and ownership of the SAID PORTION and SAID STRIP respectively.

AND WHEREAS the VENDOR NO. 1 intends to sell the SAID PORTION owned by it and has accordingly approached the PURCHASERS with offer to buy the same and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID PORTION" owned by



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it and that it is in lawful occupation, possession and enjoyment of the same

- ii) The "SAID PORTION" is not subject to any mundkarial rights, tenancy rights, leasehold rights or any other rights whatsoever from any other person/s whomsoever;
- iii) The "SAID PORTION" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other than the VENDOR NO. 1 mentioned hereinabove is/are the owner/s or possessor/s of the SAID PORTION or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID PORTION and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID PORTION" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law



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or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the VENDOR NO. 1 regarding the "SAID PORTION";

- vii) That neither the "SAID PORTION" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- viii) That the "SAID PORTION" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- ix) That it has not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease, sale deed or any other Agreement whether oral or in writing, with any third party or third parties in respect of the "SAID PORTION"





AS

AS

- x) That no person has any right of access through the "SAID PORTION", or part thereof, nor does any access, public or private, exist through the same;
- xi) That there are no dues or any other liability outstanding in respect of the "SAID PORTION"
- xii) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID PORTION", the VENDOR NO. 1, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID PORTION" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 1 for any such settlement made by it with the third party.
- xiii) notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the



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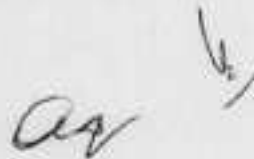
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contrary, by the VENDOR NO. 1 or by any of its predecessors in title or any person claiming under or through the VENDOR NO. 1, the VENDOR NO. 1 had at all material times heretofore and now has a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PORTION" unto and to the use of the PURCHASERS

- xiv) That the "SAID PORTION" does not fall in any zone prohibited for development.

AND WHEREAS the VENDOR NO. 2 also intends to sell the SAID STRIP owned by it as also intends to transfer and assign the rights under the various licences and permissions obtained and have accordingly approached the PURCHASERS with offer to buy the SAID STRIP and acquire the rights in the licences and permissions and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID STRIP" owned by it and that it is in lawful occupation, possession and enjoyment of the same



- ii) The "SAID STRIP" is not subject to any mundkarial rights, or tenancy rights.
- iii) The "SAID STRIP" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other than the VENDOR NO. 2 mentioned hereinabove is/are the owner/s or possessor/s of the SAID STRIP or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID STRIP and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID STRIP" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/



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Requisition had/has been received by and/or served upon the VENDOR NO. 2 regarding the "SAID STRIP";


- vii) That the "SAID STRIP" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- viii) That the "SAID STRIP" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- ix) That VENDOR No. 2 has agreed or committed with third parties in respect motor able access of the "SAID STRIP"
- x) That there are no dues or any other liability outstanding in respect of the "SAID STRIP"



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- xi) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID STRIP", the VENDOR No. 2, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID STRIP" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 2 for any such settlement made by it with the third party.

- 
- xii) Notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the VENDOR NO. 2 or by any of their predecessors in title or any person claiming under or through the VENDOR NO. 2, the VENDOR NO. 2 had at all material times heretofore and now have a good right, full

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power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID STRIP" unto and to the use of the PURCHASERS.

xiii) That the "SAID STRIP" does not fall in any zone prohibited for development.

AND WHEREAS solely relying upon the representations and declarations made by the VENDOR NO. 1 and VENDOR NO. 2 herein above and believing the above representations as true and declaration as trustworthy, the PURCHASERS have decided to purchase $1/4^{\text{th}}$ undivided share of the SAID PORTION (1254/5016) from the VENDOR NO. 1 for a total consideration of Rs. 48,75,000/- and $1/4^{\text{th}}$ undivided share of the SAID STRIP (166/664) from the VENDOR No. 2 for a total consideration of Rs. 1,25,000/-.

The $1/4^{\text{th}}$ undivided share of the SAID PORTION (1254/5016) and $1/4^{\text{th}}$ undivided share of the SAID STRIP (166/664) taken together shall be hereinafter referred to as "SAID SHARE IN THE SAID PLOT".



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AND WHEREAS the parties hereto have agreed to execute the present deed thereby transferring the right, title and interest of the SAID SHARE IN THE SAID PLOT.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

1. That in pursuance to the said understanding and in consideration of Rs. 48,75,000/- (Rupees Forty Eight Lakhs Seventy Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 1 and in consideration of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 2, in the manner hereinafter provided, the VENDOR NO. 1 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID PORTION described in SCHEDULE III and the VENDOR NO. 2 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID STRIP described in SCHEDULE IV hereunder written, along with all trees, drains, ways, paths, plants, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the SAID PORTION and SAID STRIP and/or every part thereof and all estate right, title, interest, use, inheritance,



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possession, benefit, claims, and demand whatsoever at law of or upon the said VENDOR NO. 1 and 2 into out of or upon the SAID SHARE IN THE SAID PLOT and/or every part thereof TO HAVE AND TO HOLD all and singular the SAID SHARE IN THE SAID PLOT hereby granted, released, conveyed and intended and assured or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the said PURCHASERS forever.

2. The said Consideration of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) is paid in the following manner:

(i) a sum of Rs. 48,75,000/- to the VENDOR NO. 1 as follows:

- a) A sum of Rs. 48,75,000/- (Rupees Forty Eight Lacs Seventy Five Thousand Only) vide RTGS/NEFT transfer **HDFCH12167101355** dated 15/06/2012 drawn on HDFC BANK, GURGAON.



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- (ii) a sum of Rs. 1,25,000/- to the VENDOR NO. 2 vide Cheque No. 069230 dated 15/06/2012 drawn on HDFC BANK, GURGAON, HARYANA.

the payment and receipt the said sum of Rs. 48,75,000/- the VENDOR NO. 1 do hereby admit and acknowledge to have received in full and discharge the PURCHASERS of the same and every part thereof, while the VENDOR NO. 2 acknowledges the receipt of the Cheque mentioned at para 2(ii) while acknowledgement as to the receipt of the value of the said cheque is subject to realisation of the same.

The SAID SHARE IN THE SAID PLOT shall be owned and possessed by the PURCHASERS in the following ratio:

| | |
|--------------------------------|------------|
| Member no. 1 of the PURCHASERS |62.5% |
| Member no. 2 of the PURCHASERS |37.5% |

3. The VENDOR NO. 1 and 2 have today delivered exclusive, vacant, lawful and peaceful possession of the "SAID SHARE IN THE SAID PLOT" unto the PURCHASERS and the PURCHASERS have taken the possession of the same.








4. The VENDOR NO. 1 and 2 do hereby now declare that they have absolute rights and title to convey the SAID SHARE IN THE SAID PLOT to the PURCHASERS and that it shall be lawful for the PURCHASERS from time to time and at all time hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the SAID SHARE IN THE SAID PLOT hereby granted with their appurtenances and receive benefits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the said VENDOR NO. 1 and 2 and/or any persons from/under them.

5. The VENDOR NO. 1 and VENDOR NO. 2 independently and severally covenant with the PURCHASERS, with regards SAID PROTION and SAID STRIP as under:-

- a) that they the VENDOR NO. 1 and 2 and all persons claiming through or under them shall and will from time to time upon the request and at the costs of the PURCHASERS shall do and execute or cause to be done and execute all such lawful acts, deeds and things, whatsoever for further and more perfectly conveying and assuring the "SAID SHARE IN THE SAID PLOT" unto the PURCHASERS and placing



[Handwritten signatures]

them in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required;

- b) That the representations and declarations made severally by the VENDOR NO. 1 and VENDOR NO. 2 unto the PURCHASERS herein above and as mentioned in the recital clause, relying upon which the PURCHASERS have agreed to purchase the SAID SHARE IN THE SAID PLOT be deemed to have been specifically incorporated herein for all purposes and to avoid repetition.

6. The VENDOR NO. 1 and VENDOR NO. 2, independently and separately, do hereby declare that they have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or things whereby they are prevented from granting and conveying the SAID PORTION and or SAID PLOT in the manner aforesaid and hereinafter.

7. The VENDOR NO. 1 and 2 hereby give No Objection for carrying out mutation and for inclusion of the name of the PURCHASERS in survey records of the SAID PROPERTY and



Three handwritten signatures in black ink, positioned below the text of clause 7. The signatures are stylized and appear to be initials or names of the vendors.

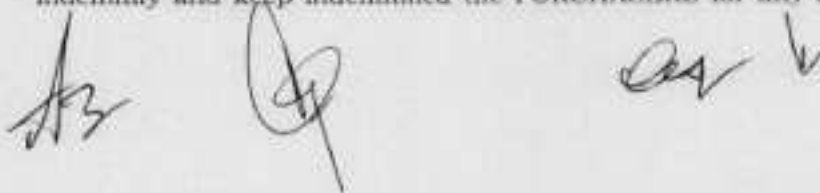


hereby waives any notice that may be required to be addressed to them under any law in force.

8. The VENDOR NO. 1 and 2 hereby declare that they are aware of notification bearing no. RD/LND/LCR/318/77 dated 21/08/1978 and Circular No. 16/04/2011-RD dated 06/06/2011 issued by the Government of Goa and hereby declare that the Directors of the VENDOR NO. 1 and 2 do not belong to the Schedule Castes or Schedule Tribes category.

9. In case the PURCHASERS are deprived from possessing and enjoying the SAID SHARE IN THE SAID PLOT at anytime in future, due to any defect in ownership/title or identification of the VENDOR NO. 1 and 2 or due to claim or objection from any person, firm, company, Bank, credit society, financial institution etc., then the VENDOR NO.1 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID PORTION and VENDOR NO. 2 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID STRIP.

10. The VENDOR NO. 1 and VENDOR NO. 2 undertake to indemnify and keep indemnified the PURCHASERS for any defect



in title against all the person or persons claiming and demanding any right/s, title and interest in the SAID PORTION and SAID STRIP respectively.

Further, the VENDOR NO. 1 and VENDOR NO. 2 do hereby agree to indemnify and keep indemnified the PURCHASERS against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, cost, expenses which may be made or brought or commenced against the PURCHASERS by any third party or against the VENDOR NO. 1 and 2 or any of them and in which the PURCHASERS is subject to any loss, damage etc. in respect to the SAID PORTION and SAID STRIP respectively, hereby sold.

11. It is hereby declared, clarified and acknowledged by the VENDOR NO. 2 that along with the sale of the SAID PORTION vide Deed of Sale dated 02/05/2007 referred above, VENDOR NO. 2 had actually assigned in favour of the VENDOR NO. 1 the rights in the permissions and licenses obtained by the VENDOR NO. 2. however by oversight the same remained to be mentioned in the said sale deed. Now both the VENDOR NO. 1 and 2 assign in favour of the PURCHASERS all their rights arising from the licenses and permissions (mentioned in the recital clause)



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originally obtained by the VENDOR NO. 2 in respect of the SAID PLOT.

12. As the SAID STRIP of 8 mts. Width apart from serving as an access to the SAID PROTION, also serves as a motor able access to the Plot Nos. A1, A2, and another plot of the Said Property on the southern side of Plot No. A2 and parts of the property bearing survey no. 94/3 of village Varca, which abuts the SAID STRIP on the eastern side, the PURCHASERS state that they shall have no objection for usage of the said motor able access for easement, approval of development plans, etc. by the owners of the above plots and owners of the remaining property bearing survey no. 94/3 abutting the SAID STRIP on the eastern side.



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SCHEDULE-1**(of the SAID PROPERTY)**

ALL THAT property known as "LANGOTEM" also known as "LANGTEM" situated at Varca, taluka of Salcete, described as a whole under no. 6665 in erstwhile Land Registration Office of Salcete and surveyed as a whole under Survey No. 94/3 of Varca Village with an area of 99,075 Sq.mtrs. and bounded as under:-

EAST : By boundary of Village Orlim;

WEST : By the property surveyed under survey No. 98/2;

NORTH : By road;

SOUTH : By the property surveyed under survey Nos.

100/1 and 100/2.



As per

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SCHEDULE-II**(of the SAID PLOT)**

ALL THAT Plot of Land admeasuring 5680.00 Sq. meters identified as Plot A and forming part of the property described in the SCHEDULE-I above and bounded as under:

- EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;
- WEST : by the property surveyed under survey No. 94/2;
- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

SCHEDULE-III**(Of the SAID PORTION)**

ALL THAT PORTION OF LAND admeasuring 5016.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

- EAST : by remaining portion of SAID PROPERTY and Said Strip described in Schedule IV;
- WEST : by the property surveyed under survey No. 94/2;

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- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.





SCHEDULE IV
(Of the SAID STRIP)

ALL THAT STRIP OF LAND admeasuring 664.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

- EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;
- WEST : by Said Portion described in Schedule III above;
- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

The Said Portion and Said Strip is shown in the plan annexed hereto which forms the part of these presents.

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED VENDOR NO. 1:
SUVARSHAY ASSOCIATES PVT. LTD.

represented by its Director
Shri. AKSHAY DESHRAJ
In the presence of.....

Akshay



Akshay

(Shri. AKSHAY DESHRAJ)

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| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ

| | | | | |
|-------|-----------------|------------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ



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**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR NO. 2:**

M/s HIGHCLUE PROPERTIES & HOLD
represented by its Authorized
Signatory

Mr. IGNATIUS TONY PEREIRA

In the presence of.....



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(Mr. IGNATIUS TONY PEREIRA)

| | | | | |
|------------------|----------------|------------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

| | | | | |
|-------|-----------------|------------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

Handwritten signatures and initials

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASERS:
AANSAV REALTY & INFRASTRUCTURE PVT. LTD.**

represented by its Director
Mr. AATISH ANOOP BABANI
The member no. 1 of the PURCHASERS
In the presence of....



(Mr. AATISH ANOOP BABANI)

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LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI

| | | | | |
|-------|-----------------|------------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI



Mr. NAKUL TEWARI

The member no. 2 of the PURCHASERS

In the presence of.....



(Mr. NAKUL TEWARI)

| | | | | |
|---------------|-------------|---------------|--------------|-------|
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LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL TEWARI

| | | | | |
|-------|--------------|---------------|-------------|---------------|
| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL TEWARI

In the Presence of:

1. **SIDDHARTH BABANI**

Siddharth

2. **TARAN ACHARYA**

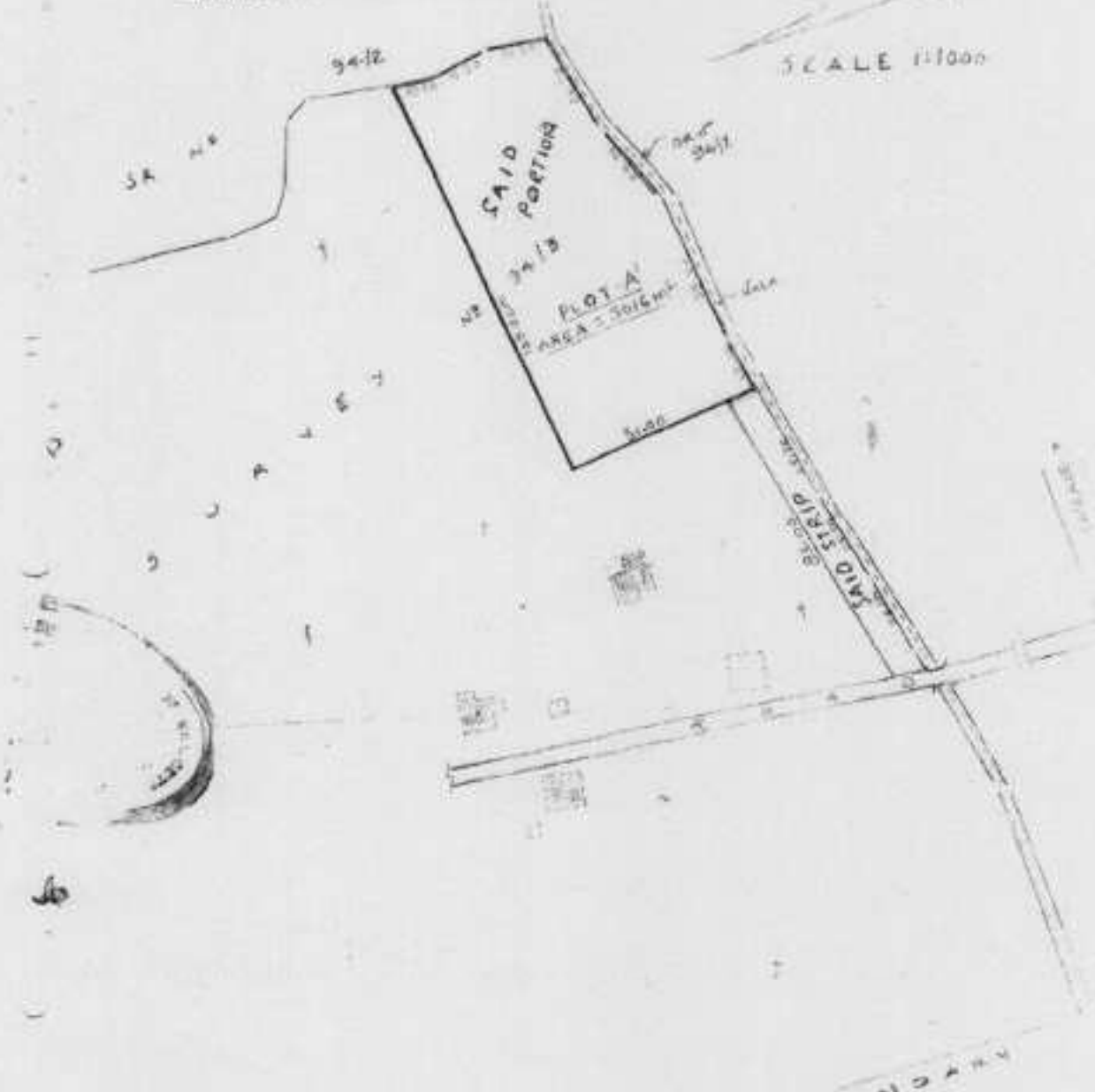
Taran

A3 *[Signature]* *[Signature]*

PLAN

SHOWING PLOT A' PART OF SURVEY NO 9412 IN THE VILAGE JARCA
SALCETE TALUKA - SOUTH GOA

SCALE 1:1000



AREA OF PLOT A' = 5016.00 M²
 AREA OF STRIP (60'00") = 664.00 M²
 (60' WIDE ACCESS RD)
 TOTAL AREA 5680.00 M²

AREA SOLD : WITH INDIVIDUAL SHARE IN THE SAID PORTION & SAID STRIP

~: VENDORS:~
 1. *[Signature]*
 2. *[Signature]*

~: PURCHASER:~
 1. *[Signature]*
 2. *[Signature]*

VILLAGE OF JARCA BOUNDARY



Office of Sub-Registrar, Salcete/Margao

Government of Goa

Print Date & Time : 15-06-2012 05:26:01 PM

Document Serial Number : 3442

Presented at 04:47:00 PM on 15-06-2012 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

| Sr. No | Description | Rs. Ps |
|--------|------------------|-----------|
| 1 | Registration Fee | 150000.00 |
| 2 | Processing Fees | 380.00 |
| | Total : | 150380.00 |

Stamp Duty Required: 100000.00 Stamp Duty Paid: 100000.00

Aatish Anoop Babani presenter

| Name | Photo | Thumb Impression | Signature |
|--|--|---|--|
| Aatish Anoop Babani, S/o. Anoop Kiratrai Babani, UnMarried, Indian, age 31 Years, Business, r/o Carmena, Salcete - Goa, As Managing Director of Aansav Realty and Infrastructure Pvt. Ltd., having its registered office at 706m WDC Enclave, Mabal Hotel Complex, Near Collector Office, Margao, Salcete - Goa. |  |  |  |

Endorsements

Executant

1 - Akshay Deshraj, S/o. Arvind Mohan Deshraj, Married, Indian, age 31 Years, Business, r/o 75-A, Sunder Nagar, New Delhi 110 003 As Director and Authorised Signatory of Suvarshay Associates Pvt. Ltd, having its registered office at 75-A, Sunder Nagar, New Delhi 110 003.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

2. Ignatius Tony Pereira, S/o. Late Ciriaco Pereira, Married, Indian, age 45 Years, Civil Engineer, r/o Baga, Concelim, Mormugao, Goa As Signatory of M/s. Highclue Properties and Holdings Pvt. Ltd, having its registered office at 43/B, C.D. Sun Villas, Behind Colva Plaza, Per-Seraulim, Colva, Salcete - Goa

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

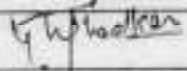
3. Nakul Tewari, S/o. Late Gen. L.M. Tewari, Divorce, Indian, age 33 Years, Business, r/o H.No. 902, Sector 17B, Iffco Chowk, Gurgaon, Haryana.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

4. Aatish Anoop Babani, S/o. Anoop Kiratral Babani, UnMarried, Indian, age 31 Years, Business, r/o Carmona, Salcete - Goa As Managing Director of Aansav Realty and Infrastructure Pvt. Ltd., having its registered office 108m WDC Enclave, Mabal Hotel Complex, Near Collector Office, Margao, Salcete - Goa.

| Photo | Thumb Impression | Signature |
|--|--|--|
|  |  |  |

Identification

| Sr No. | Witness Details | Signature |
|--------|--|---|
| 1 | Gaurish Kudchadkar, S/o. Mahesh Kudchadkar, Married, Indian, age 31 Years, Advocate, r/o Margao, Salcete - Goa |  |


 1072 - Sub-Register
 SALCETE

Book-1 Document
Registration Number MGO-BK1-03436-2012
CD Number MG0D61 on
Date 15-06-2012

Sub-Registrar (Salcete/Margao)

Scanned By -

A. CL

Signature -



Designed and Developed by C-DAC, ACTS, Pune



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AXIS BANK LTD
SIDHARTH BANDOJKAR BHAYAN
P. SHERGAONKAR ROAD, PANAJI

भारत 07781 NON JUDICIAL गेव
114630 JUN 14 2012
15:00
R.0100000/- PB5740
INDIA STAMP DUTY GOA

D-5/STP(V)/C.R./35/2/2010-RD

NAME: Aansav Keatty d Tuprascentine put Ltd
ADDRESS: Margao-Goa
THROUGH: Sunil Naik
SIGNATURE: [Signature]
RECEIPT NO: AXISB/7481

For AXIS BANK LTD.

[Signature]
Authorized Signatory
P. Shergaonkar Road,
Panaji, Goa-403001.



NARUL TENARI
[Signature]


DEED OF SALE

This **DEED OF SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this 14th day of JUNE, 2012 (14/06/2012) **BY** and **BETWEEN:**

[Signatures]

Mormugao, Goa, hereinafter referred to as "**VENDOR NO. 2**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in office, executors, successors and administrators) of the **SECOND PART**

AND



1. **AANSAV REALTY & INFRASTRUCTURE PVT. LTD.** a registered company incorporated under the Companies Act 1956 (No. 1 of 1956), having its Registered Office at 106, WDC Enclave, Mabai Hotel Complex, Near Collector Office, Margao, Salcete-Goa, with CIN U65993GA2005PTC004298 and PAN AAFCA5441F, represented by its Managing Director, Mr. AATISH ANOOP BABANI, son of Mr. Anoop Kiratrai Babani, aged about 31 years, bachelor, businessman, Indian National and resident of Carmona, Salcete-Goa,

2. **Mr. NAKUL TEWARI**, son of late Gen. L. M. Tewari, aged 33 years, businessman, Divorced, holding PAN Card bearing No. ADVPT4566E, resident of HNo 902, Sector 17B, Iffco Chowk, Gurgaon, Haryana, Indian National and hereinafter referred to as the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its/his

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heirs, Successors, Executors, Administrators and Assigns) of the
THIRD PART.

WHEREAS the VENDOR NO. 1 is represented herein by its Director Shri. Akshay Deshraj vide Resolution dated 03/04/2012 passed in its Board Meeting held on 03/04/2012, the VENDOR NO. 2 is represented herein by its Authorised Signatory Mr. Ignatius Tony Pereira vide Resolution dated 05/06/2012 passed in its Board Meeting held on 05/06/2012 and the member no. 1 of the PURCHASERS is represented herein by its Managing Director Shri. Aatish Anoop Babani, vide Resolution dated 14/06/2012 passed in its Board Meeting held on 14/06/2012.

The certified true copies of the said resolutions are filed in this office along with this deed.

AND WHEREAS there exists a landed property known as "LANGOTEM" also known as "LANBTEM", admeasuring 99,075 Sq. metres, situated at Varca, within the limits of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, surveyed under Survey No. 94/3 of Village Varca, more particularly described in the SCHEDULE-I hereunder written and is hereinafter referred to as "SAID PROPERTY".

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AND WHEREAS the SAID PROPERTY was owned and possessed by late Shri. Putu Bablu Naique alias Putu Babu Khandekar and his wife late Smt. Manekbai Putu Khandekar and the same was inscribed in the name of former under Inscription No. 43823.

AND WHEREAS said Smt. Manekbai Putu Khandekar expired on 09/12/1973, leaving behind her widower and moiety holder, said Putu Khandekar and sole son Shri. Surendra Khandekar married to Sujata Khandekar, thus defining the ownership rights in the SAID PROPERTY as follows:

Putu Khandekar1/2 share
Surendra Khandekar & Sujata Khandekar1/2 share

AND WHEREAS said Surendra Khandekar expired on 21/12/1977, without leaving any issues but leaving behind his widow and moiety holder said Sujata Khandekar and father said Putu Khandekar.

AND WHEREAS said Putu Khandekar expired on 01/11/1979 leaving behind his only daughter-in-law said Sujata S. Khandekar.

AND WHEREAS in the year 1995, said Sujata S. Khandekar instituted an Inventory Proceedings in the Court of Civil Judge.

Az [Signature] as [Signature] ↓

Senior Division, Ponda, being Inventory Proceedings No. 1/1995 in which Inventory the Said Property was described under Item No. 5 of the List of Assets.

AND WHEREAS by Judgment and Decree dated 08/01/1996 passed in the said Inventory, the Said Property was allotted to said Sujata S. Khandekar.

AND WHEREAS by virtue of Deed of Sale dated 16/03/2006 duly registered in the office of the Sub-Registrar, Salcete under No. 1397 at pages 336 to 369 of Book No. 1, Vol. No. 1985 dated 22/03/2006 read with Deed of Ratification dated 12/10/2007, duly registered in the office of the Sub-Registrar, Salcete under No. 5064 at pages 137 to 149 of Book No. 1, Vol. No. 2681 dated 22/10/2007, said Mrs. Sujata S. Khandekar, sold unto the VENDOR NO. 2 herein an area admeasuring 5680.00 Sq. metres forming part of the SAID PROPERTY being denominated as Plot No. A.


This Plot of land admeasuring 5680.00 Sq. metres is hereinafter referred to as "SAID PLOT" and is more particularly described in the SCHEDULE-II hereunder written.



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AND WHEREAS with the intention to develop the SAID PLOT by constructing building complex therein consisting of Flats, Bungalow and Villas, the VENDOR NO. 2 obtained following permissions and licenses:

- (i) Conversion Sanad dated 15/01/2008 under Ref. No. AC-II/CONV/225/2006 issued by Addl. Collector-I, South-Goa;
- (ii) Construction Licence dated 18/03/2008 under Ref. No. VP/VAR/2007-2008/37 and renewal thereof dated 02/08/2011 under Ref. No. VP/VAR/2011-2012/554 both issued by V. P. Varca; and
- (iii) Development Permission dated 31/01/2007 under Ref. No. TPM/CONST./Varca/94/3/07/880 issued by Town and Country Planning Department, South-Goa, Margao.



AND WHEREAS the VENDOR NO. 2 though obtained the above permissions and approvals did not commence the construction work in the SAID PLOT.

AND WHEREAS by Deed of Sale dated 02/05/2007 duly registered in the office of the Sub-Registrar, Salcete under No. 2275, at pages 46 to 63 of Book No. 1, Vol. No. 2451 dated 10/05/2007, the VENDOR NO. 2 sold an area admeasuring 5016.00 Sq. metres

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from the SAID PLOT unto the VENDOR NO. 1 herein, thereby retaining with it the north-eastern strip of SAID PLOT admeasuring 664.00 Sq. metres.

This Portion of land admeasuring 5016.00 Sq. metres is hereinafter referred to as "SAID PORTION" and is more particularly described in the SCHEDULE-III hereunder written and the North-Eastern Strip admeasuring 664.00 Sq. metres is hereinafter referred to as "SAID STRIP" and is more particularly described in the SCHEDULE-IV hereunder written.

AND WHEREAS in pursuance to the aforesaid deeds, the VENDOR NO. 1 and VENDOR NO. 2 herein are in peaceful possession, occupation, enjoyment and ownership of the SAID PORTION and SAID STRIP respectively.

AND WHEREAS the VENDOR NO. 1 intends to sell the SAID PORTION owned by it and has accordingly approached the PURCHASERS with offer to buy the same and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID PORTION" owned by

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it and that it is in lawful occupation, possession and enjoyment of the same

- ii) The "SAID PORTION" is not subject to any mundkarial rights, tenancy rights, leasehold rights or any other rights whatsoever from any other person/s whomsoever.
- iii) The "SAID PORTION" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other then the VENDOR NO. 1 mentioned hereinabove is/are the owner/s or possessor/s of the SAID PORTION or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID PORTION and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID PORTION" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law



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or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the VENDOR NO. 1 regarding the "SAID PORTION";

- vii) That neither the "SAID PORTION" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- viii) That the "SAID PORTION" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- ix) That it has not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease, sale deed or any other Agreement whether oral or in writing, with any third party or third parties in respect of the "SAID PORTION"



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- x) That no person has any right of access through the "SAID PORTION", or part thereof, nor does any access, public or private, exist through the same;
- xi) That there are no dues or any other liability outstanding in respect of the "SAID PORTION"
- xii) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID PORTION", the VENDOR NO. 1, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID PORTION" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 1 for any such settlement made by it with the third party.

xiii) notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the

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contrary, by the VENDOR NO. 1 or by any of its predecessors in title or any person claiming under or through the VENDOR NO. 1, the VENDOR NO. 1 had at all material times heretofore and now has a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PORTION" unto and to the use of the PURCHASERS.

xiv) That the "SAID PORTION" does not fall in any zone prohibited for development.

AND WHEREAS the VENDOR NO. 2 also intends to sell the SAID STRIP owned by it as also intends to transfer and assign the rights under the various licences and permissions obtained and have accordingly approached the PURCHASERS with offer to buy the SAID STRIP and acquire the rights in the licences and permissions and have consequently made following representations unto the PURCHASERS that:

- i) it has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID STRIP" owned by it and that it is in lawful occupation, possession and enjoyment of the same

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- ii) The "SAID STRIP" is not subject to any mundkarial rights, or tenancy rights.
- iii) The "SAID STRIP" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- iv) That no other person/persons other then the VENDOR NO. 2 mentioned hereinabove is/are the owner/s or possessor/s of the SAID STRIP or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID STRIP and/or deal with it in any manner whatsoever.
- v) That there is no legal bar or impediment for this transaction and that the "SAID STRIP" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/



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Requisition had/has been received by and/or served upon the VENDOR NO. 2 regarding the "SAID STRIP";

- vii) That the "SAID STRIP" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- viii) That the "SAID STRIP" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- ix) That VENDOR No. 2 has agreed or committed with third parties in respect motor able access of the "SAID STRIP"
- x) That there are no dues or any other liability outstanding in respect of the "SAID STRIP"



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xi) That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID STRIP", the VENDOR No. 2, shall be fully liable and responsible, to settle any such share, right, interest, claim of the third party/objectionist in the "SAID STRIP" from the consideration determined herein and the PURCHASERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR NO. 2 for any such settlement made by it with the third party.

xii) Notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the VENDOR NO. 2 or by any of their predecessors in title or any person claiming under or through the VENDOR NO. 2, the VENDOR NO. 2 had at all material times heretofore and now have a good right, full



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power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID STRIP" unto and to the use of the PURCHASERS.

xiii) That the "SAID STRIP" does not fall in any zone prohibited for development.

AND WHEREAS solely relying upon the representations and declarations made by the VENDOR NO. 1 and VENDOR NO. 2 herein above and believing the above representations as true and declaration as trustworthy, the PURCHASERS have decided to purchase 1/4th undivided share of the SAID PORTION (1254/5016) from the VENDOR NO. 1 for a total consideration of Rs. 48,75,000/- and 1/4th undivided share of the SAID STRIP (166/664) from the VENDOR No. 2 for a total consideration of Rs. 1,25,000/-.

The 1/4th undivided share of the SAID PORTION (1254/5016) and 1/4th undivided share of the SAID STRIP (166/664) taken together shall be hereinafter referred to as "SAID SHARE IN THE SAID PLOT".




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AND WHEREAS the parties hereto have agreed to execute the present deed thereby transferring the right, title and interest of the SAID SHARE IN THE SAID PLOT.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

1. That in pursuance to the said understanding and in consideration of Rs. 48,75,000/- (Rupees Forty Eight Lakhs Seventy Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 1 and in consideration of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousands Only) paid by the PURCHASERS unto the VENDOR NO. 2, in the manner hereinafter provided, the VENDOR NO. 1 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID PORTION described in SCHEDULE III and the VENDOR NO. 2 grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASERS, 1/4th undivided share in the SAID STRIP described in SCHEDULE IV hereunder written, along with all trees, drains, ways, paths, plants, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the SAID PORTION and SAID STRIP and/or every part thereof and all estate right, title, interest, use, inheritance,




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possession, benefit, claims, and demand whatsoever at law of or upon the said VENDOR NO. 1 and 2 into out of or upon the SAID SHARE IN THE SAID PLOT and/or every part thereof TO HAVE AND TO HOLD all and singular the SAID SHARE IN THE SAID PLOT hereby granted, released, conveyed and intended and assured or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the said PURCHASERS forever.

2. The said Consideration of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) is paid in the following manner:

- (i) a sum of Rs. 48,75,000/- to the VENDOR NO. 1 as follows:
- a) a sum of Rs. 12,00,000/- (Rupees Twelve Lacs Only) vide Cheque No. 000696 dated 30/05/2012 drawn on Bank of Baroda, Margao
 - b) a sum of Rs. 8,00,000/- (Rupees Eight Lacs Only Only) vide Cheque No. 069227 dated 30/05/2012 drawn on HDFC BANK LTD., gurgaon.
 - c) a sum of Rs. 28,75,000/- (Rupees Twenty Eight Lacs Seventy Five Thousand Only) vide RTGS/NEFT



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transfer **BARBH12167728333** dated 15/06/2012
drawn on BANK OF BARODA, MARGAO.






- (ii) a sum of Rs. 1,25,000/- to the VENDOR NO. 2 vide Cheque
No. 00873 dated 30/06/2012 drawn on Bank of Baroda,
Margao, Goa.

the payment and receipt the said sum of Rs. 48,75,000/- the
VENDOR NO. 1 do hereby admit and acknowledge to have received
in full and discharge the PURCHASERS of the same and every part
thereof, while the VENDOR NO. 2 acknowledges the receipt of the
Cheque mentioned at para 2(ii) while acknowledgement as to the
receipt of the value of the said cheque is subject to realisation of
the same.

The SAID SHARE IN THE SAID PLOT shall be owned and
possessed by the PURCHASERS in the following ratio:

| | |
|--------------------------------|------------|
| Member no. 1 of the PURCHASERS |62.5% |
| Member no. 2 of the PURCHASERS |37.5% |


3. The VENDOR NO. 1 and 2 have today delivered exclusive,
vacant, lawful and peaceful possession of the "SAID SHARE IN
THE SAID PLOT" unto the PURCHASERS and the PURCHASERS
have taken the possession of the same.

4. The VENDOR NO. 1 and 2 do hereby now declare that they have absolute rights and title to convey the SAID SHARE IN THE SAID PLOT to the PURCHASERS and that it shall be lawful for the PURCHASERS from time to time and at all time hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the SAID SHARE IN THE SAID PLOT hereby granted with their appurtenances and receive benefits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the said VENDOR NO. 1 and 2 and/or any persons from/under them.

5. The VENDOR NO. 1 and VENDOR NO. 2 independently and severally covenant with the PURCHASERS, with regards SAID PROTION and SAID STRIP as under:-


- a) that they the VENDOR NO. 1 and 2 and all persons claiming through or under them shall and will from time to time upon the request and at the costs of the PURCHASERS shall do and execute or cause to be done and execute all such lawful acts, deeds and things, whatsoever for further and more perfectly conveying and assuring the "SAID SHARE IN THE SAID PLOT" unto the PURCHASERS and placing



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them in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required;

- b) That the representations and declarations made severally by the VENDOR NO. 1 and VENDOR NO. 2 unto the PURCHASERS herein above and as mentioned in the recital clause, relying upon which the PURCHASERS have agreed to purchase the SAID SHARE IN THE SAID PLOT be deemed to have been specifically incorporated herein for all purposes and to avoid repetition.



6. The VENDOR NO. 1 and VENDOR NO. 2, independently and separately, do hereby declare that they have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or things whereby they are prevented from granting and conveying the SAID PORTION and or SAID PLOT in the manner aforesaid and hereinafter.

7. The VENDOR NO. 1 and 2 hereby give No Objection for carrying out mutation and for inclusion of the name of the PURCHASERS in survey records of the SAID PROPERTY and

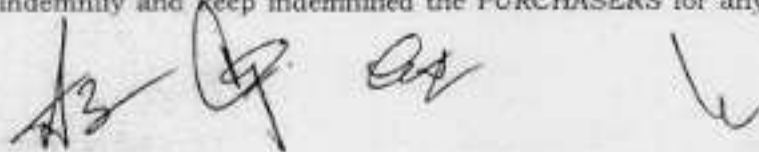
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hereby waives any notice that may be required to be addressed to them under any law in force.

8. The VENDOR NO. 1 and 2 hereby declare that they are aware of notification bearing no. RD/LND/LCR/318/77 dated 21/08/1978 and Circular No. 16/04/2011-RD dated 06/06/2011 issued by the Government of Goa and hereby declare that the Directors of the VENDOR NO. 1 and 2 do not belong to the Schedule Castes or Schedule Tribes category.

9. In case the PURCHASERS are deprived from possessing and enjoying the SAID SHARE IN THE SAID PLOT at anytime in future, due to any defect in ownership/title or identification of the VENDOR NO. 1 and 2 or due to claim or objection from any person, firm, company, Bank, credit society, financial Institution etc., then the VENDOR NO.1 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID PORTION and VENDOR NO. 2 shall indemnify and keep indemnified the PURCHASERS against all such claims, objections etc. in respect of the SAID STRIP.

10. The VENDOR NO. 1 and VENDOR NO. 2 undertake to indemnify and keep indemnified the PURCHASERS for any defect




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in title against all the person or persons claiming and demanding any right/s, title and interest in the SAID PORTION and SAID STRIP respectively.

Further, the VENDOR NO. 1 and VENDOR NO. 2 do hereby agree to indemnify and keep indemnified the PURCHASERS against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, cost, expenses which may be made or brought or commenced against the PURCHASERS by any third party or against the VENDOR NO. 1 and 2 or any of them and in which the PURCHASERS is subject to any loss, damage etc. in respect to the SAID PORTION and SAID STRIP respectively, hereby sold.

11. It is hereby declared, clarified and acknowledged by the VENDOR NO. 2 that along with the sale of the SAID PORTION vide Deed of Sale dated 02/05/2007 referred above, VENDOR NO. 2 had actually assigned in favour of the VENDOR NO. 1 the rights in the permissions and licenses obtained by the VENDOR NO. 2, however by oversight the same remained to be mentioned in the said sale deed. Now both the VENDOR NO. 1 and 2 assign in favour of the PURCHASERS all their rights arising from the licenses and permissions (mentioned in the recital clause)



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originally obtained by the VENDOR NO. 2 in respect of the SAID PLOT.

12. As the SAID STRIP of 8 mts. Width apart from serving as an access to the SAID PROTION, also serves as a motor able access to the Plot Nos. A1, A2, and another plot of the Said Property on the southern side of Plot No. A2 and parts of the property bearing survey no. 94/3 of village Varca, which abuts the SAID STRIP on the eastern side, the PURCHASERS state that they shall have no objection for usage of the said motor able access for easement, approval of development plans, etc. by the owners of the above plots and owners of the remaining property bearing survey no. 94/3 abutting the SAID STRIP on the eastern side.



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SCHEDULE-I

(of the SAID PROPERTY)

ALL THAT property known as "LANGOTEM" also known as "LANGTEM" situated at Varca, taluka of Salcete, described as a whole under no. 6665 in erstwhile Land Registration Office of Salcete and surveyed as a whole under Survey No. 94/3 of Varca Village with an area of 99,075 Sq.mtrs. and bounded as under:-

EAST : By boundary of Village Orlim;

WEST : By the property surveyed under survey No. 98/2;

NORTH : By road;

SOUTH : By the property surveyed under survey Nos.

100/1 and 100/2.



A3 G C. S. W.

SCHEDULE-II

(of the SAID PLOT)

ALL THAT Plot of Land admeasuring 5680.00 Sq. meters identified as Plot A and forming part of the property described in the SCHEDULE-I above and bounded as under:

- EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;
- WEST : by the property surveyed under survey No. 94/2;
- NORTH : by storm water drain surveyed under Survey No. 94/1;
- SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

SCHEDULE-III

(Of the SAID PORTION)

ALL THAT PORTION OF LAND admeasuring 5016.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

- EAST : by remaining portion of SAID PROPERTY and Said Strip described in Schedule IV;
- WEST : by the property surveyed under survey No. 94/2;

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NORTH : by storm water drain surveyed under Survey No. 94/1;

SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

SCHEDULE IV

(Of the SAID STRIP)

ALL THAT STRIP OF LAND admeasuring 664.00 Sq. metres forming part of the property described in SCHEDULE-II above and is bounded as under:

EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;

WEST : by Said Portion described in Schedule III above;

NORTH : by storm water drain surveyed under Survey No. 94/1;

SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

The Said Portion and Said Strip is shown in the plan annexed hereto which forms the part of these presents.

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned.

AB *Q* *as* *lu*

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR NO. 2:

M/s HIGHCLUE PROPERTIES & HOLDINGS PVT. LTD

represented by its Authorized
Signatory

Mr. IGNATIUS TONY PEREIRA

In the presence of.....



let

(Mr. IGNATIUS TONY PEREIRA)

| | | | | |
|------------------|----------------|------------------|--------------|-------|
| | | | | |
| Little finger | Ring finger | Middle finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

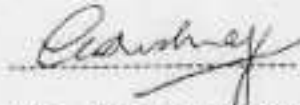
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| Thumb | Index finger | Middle finger | Ring finger | Little finger |






RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. IGNATIUS
TONY PEREIRA

As *As* *As* *e*

**SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED VENDOR NO. 1:
SUVARSHAY ASSOCIATES PVT. LTD.**

represented by its Director
Shri. AKSHAY DESHRAJ
In the presence of.....


(Shri. AKSHAY DESHRAJ)

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LEFT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ

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RIGHT HAND FINGER PRINT IMPRESSIONS OF Shri. AKSHAY
DESHRAJ



**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASERS:**

AANSAV REALTY & INFRASTRUCTURE PVT. LTD.

represented by its Director
Mr. AATISH ANOOP BABANI
The member no. 1 of the PURCHASERS
In the presence of....



Aatish Babani
(Mr. AATISH ANOOP BABANI)

Aatish Babani



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LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI

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| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. AATISH ANOOP BABANI

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Mr. NAKUL TEWARI

The member no. 2 of the PURCHASERS
In the presence of....



(Mr. NAKUL TEWARI)

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LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL
TEWARI

| | | | | |
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| | | | | |
| Thumb | Index finger | Middle finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. NAKUL
TEWARI

In the Presence of:

1.

2.

PLAN

SHOWING PLOT A' PART OF SURVEY NO 9412 IN VILLAGE NARAYAN
SALCETE TALUKA - SOUTH GOA

SCALE 1:1000



AREA OF PLOT A' = 5016.00 M²
 AREA OF STRIP (WIDE ACCESS RD) = 664.00 M²
 TOTAL AREA = 5680.00 M²

VENDORS:
 1. *[Signature]*
 2. *[Signature]*

PURCHASER:
 1. *[Signature]*
 2. *[Signature]*

AREA SOLD = 1/4th (INDIVIDUAL) SHARE IN THE SAID PORTION & SAID STRIP



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 15-06-2012 05:28:51 PM

Document Serial Number : 3428




Presented at 02:36:00 PM on 15-06-2012 in the office of the Sub-Registrar (Salcete/Margao) Along with fees paid as follows:

| Sr. No | Description | Rs. Ps |
|--------|------------------|-----------|
| 1 | Registration Fee | 150000.00 |
| 2 | Processing Fees | 420.00 |
| | Total : | 150420.00 |

Stamp Duty Required: 100000.00

Stamp Duty Paid: 100000.00

Aatish Anoop Babani presenter

| Name | Photo | Thumb Impression | Signature |
|--|--|--|--|
| Aatish Anoop Babani, S/o. Anoop Kiratral Babani, UnMarried, Indian, age 31 Years, Business, r/o Carmona, Salcete - Goa, As Managing Director of Aansav Realty and Infrastructure Pvt. Ltd., having its registered office at 106m WDC Enclave, Mabai Tower Complex, Near Collector Office, Margao, Salcete - Goa, by Resolution dated 15/06/2012. |  |  |  |

Endorsements

Executant

1. Akshay Deshraj, S/o. Arvind Mohan Deshraj, Married, Indian, age 31 Years, Business, r/o 75-A, Sunder Nagar, New Delhi 110 003 As Director and Authorised Signatory of Suvarshay Associates Pvt. Ltd, having its registered office at 75-A, Sunder Nagar, New Delhi 110 003, by Resolution dated 03/04/2012.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

2. Ignatius Tony Pereira, S/o. Late Ciriaco Pereira, Married, Indian, age 45 Years, Civil Engineer, r/oBaga, Cansaulim, Mormugao, Goa As Signatory of M/s. Highclue Properties and Holdings Pvt. Ltd, having its registered office at 43/B, C.D. Sun Villas, Behind Colva Plaza, Per-Seraulim, Colva, Salcete - Goa, by Resolution dated 05/06/2012.

| Photo | Thumb Impression | Signature |
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|  |  |  |

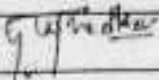
3. Aatish Anoop Babani, S/o. Anoop Kiratrai Babani, UnMarried, Indian, age 31 Years, Business, r/oCarmona, Salcete - Goa As Managing Director of Aansav Realty and Infrastructure Pvt. Ltd., having its registered office at 106m WDC Enclave, Mabal Hotel Complex, Near Collector Office, Margao, Salcete - Goa, by Resolution dated 15/06/2012.

| Photo | Thumb Impression | Signature |
|---|---|---|
|  |  |  |

4. Nakul Tewari, S/o. Late Gen. L.M. Tewari, Divorce, Indian, age 33 Years, Business, r/oH.No. 902, Sector 17B, Iffco Chowk, Gurgaon, Haryana.


| Photo | Thumb Impression | Signature |
|--|--|--|
|  |  |  |

Identification

| Sr No. | Witness Details | Signature |
|--------|--|---|
| 1 | Gaurish Kudchadkar, S/o. Mahesh Kudchadkar, Married, Indian, age 31 Years, Advocate, r/o Margao, Salcete - Goa |  |


 Sub-Registrar
 0875-1000000
 SALCETE

Book-1 Document
Registration Number MGO-BK1-03437-2012
CD Number MGO061 on
Date 15-06-2012


Sub-Registrar (Sakate/Margao)



Scanned By:-



Signature:-



Designed and Developed by e-DAC, ACTS, Pune

