

SIDDHARTH BAMBONKAR BHAVAN  
P. SHIRGAONKAR ROAD, PANAJI



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INDIA STAMP DUTY GOA

NAME: Divakar Shyam Gupta  
ADDRESS: Bangalore  
THROUGH: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
RECEIPT NO: Axis/10471

For **AXIS BANK LTD.**

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

226  
11/1/13



**DEED OF SALE**

THIS DEED OF SALE is executed on this 11<sup>th</sup> day of January of the year Two Thousand and Thirteen at Mapusa, Taluka and Registration Sub-District of Bardez, of North Goa, in the State of Goa.

[Signature]

[Signature]

BETWEEN



**ARUN SHARMA**, son of R. P. Sharma, aged 51 years, Indian National having PAN Card No. [REDACTED] residing at 51, 3<sup>rd</sup> Cross, Dena Bank Colony, Bellary Road, Ganganagar, Bangalore - 560032, hereinafter referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) OF THE FIRST PART.

AND

**MR. DIWAKAR GUPTA**, son of Shyam G. Gupta, Businessman, aged 43 years, Indian national, having PAN No. [REDACTED] residing at Villa No. E-2, Epsilon, Yemlur Main Road, Bangalore, India - 560037, New Delhi, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assigns) OF THE SECOND PART.

AND WHEREAS there exists a property known as "*Costanchibaim*" also known as "*Belavista Wado*" surveyed under Survey No. 89/12-B of Village Sangolda, Taluka Bardez, Goa, enrolled in the Taluka Revenue Office under Matriz Nos. 584 (rural) and 1495 (urban), admeasuring 2954 square meters or thereabouts and located within the limits of the Village Panchayat of Sangolda and more particularly described in **SCHEDULE-I** hereunder written and hereinafter called "The said property".

AND WHEREAS originally belonged to Francisco Xavier Menezes, bachelor, residing at Village Sangolda, Taluka Bardez, Goa.



AND WHEREAS in terms of the Escritura de Venda com Quitação (Deed of Sale & Quittance) dated 02.11.1963 executed before the Notarial Office of António Jose João Francisco Pinto de Menezes at Mapusa, registered at page 60 of Book No. 645, the said Francisco Xavier Menezes sold the said property to Mrs. Doroteia Mascarenhas, wife of Timoteo Simplicio Damiao Mascarenhas together with all its rights, title and interests.

AND WHEREAS in terms of the Instrumento de Venda com Quitação (Deed of Sale & Quittance) dated 06.01.1969 executed before the Sub-Registrar of Bardez at Mapusa, bearing Registration No. 2310 of Book I Volume 29 at pages 10 to 13 dated 10.01.1969 the said property was sold by the aforesaid Dorotheia Mascarenhas and her husband Timoteo Simplicio Damiao Mascarenhas sold unto Felix Xavier Mascarenhas.

AND WHEREAS vide Deed of Sale dated 30.10.2007 executed before the Sub-Registrar of Bardez at Mapusa, bearing Registration No. 5353 of Book II Volume 2335 at pages 105 to 126 dated 02.11.2007, the said Felix Xavier Mascarenhas and his wife Isabela Marcília Cecilia Sequeira e Mascarenhas sold the property in question unto the Vendors herein Mr. Arun Sharma.

AND WHEREAS the Purchaser is now desirous of purchasing the said property from the Vendors and has thus approached the Vendors. The Vendors does hereby accedes to the offer of the Purchaser.

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of these presents and in consideration of Rs. 3,30,00,000/- (Rupees Three Crores Thirty Lakhs only) paid by the Purchaser to the Vendors as the sale consideration towards the purchase of the said property admeasuring an area of 2954 sq. mts, which being the fair market value of the said property, paid by the Purchaser to the Vendors by

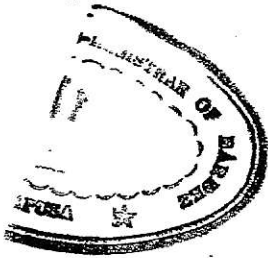


in terms of Schedule - II (Payment Schedule) hereunder written, the receipt of which the Vendors does hereby admit and acknowledge towards the sale consideration, the Vendors doth hereby grant, transfer, convey and assure unto the Purchasers by way of sale all that property admeasuring 2954 sq. mts. respectively of Village Sangolda, Taluka Bardez, Goa, surveyed in the Survey No. 89/12-B and more particularly described in the Schedule - I hereunder written and shown on the plan hereto annexed and delineated in red colour on the plan annexed hereto, together with all that yards, compound, gullies, sewers, water courses, lights, liberties, rights, to the said land, hereditament and premises or any part thereof belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever at law or in equity of the Vendors, of in and to the said land or ground TO HAVE AND TO HOLD all and singular the said land or ground and all other premises hereby granted and assured or expressed so to be with their appurtenances all which are hereinafter referred to for brevity's sake as "The said property" UNTO AND TO THE USE of the Purchaser absolutely and forever subject to the payment of all rents, taxes, assessments, dues and duties hereafter to become payable to the Government of Goa, or the Village Panchayat of Sangolda or any other Government, Semi-Government or Public Body or Authority in respect thereof after the singing of these presents and the Vendors doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person or persons lawfully or equitably claiming by, from under or in trust for them, made, done, omitted, executed or knowingly or willingly suffered to the contrary THEY the Vendors representing to the Purchaser to have unto themselves clear, legal, marketable and good right and title and have absolute and subsisting power and authority to grant, convey, assure and confirm the said property UNTO AND TO THE USE of



the Purchaser in the manner aforesaid AND THAT it shall be lawful for the Purchaser from and quietly to hold, possess and enjoy the said property hereby granted, conveyed, transferred, assured and confirmed with their appurtenances and to receive the rents and profits thereof for their own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or from or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them or any of them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendors well and sufficiently saved, defended, kept harmless and indemnified of, from and against all estate, charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned and suffered by the Vendors or by any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof by, from, under or in trust for them and FURTHER THAT THEY the Vendors shall and will from time to time and at all times hereafter at the request of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law wheresoever for further and more perfectly and absolutely granting and assuring the said premises hereto granted UNTO AND TO THE USE of the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers, their successors or assigns or their part thereof hereby conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid.

1. From today the Vendors ceases to have any right, title or interest in the said property and the Purchaser shall enjoy it as absolute owner thereof without any interference from Vendors or any one claiming through them.



2. The Vendors doth hereby covenant and represent unto the Purchaser that the said property possesses perpetual and everlasting right of ownership and usage in respect of the culvert existing on the southern side of the said property. The Vendors doth hereby further covenant with the Purchasers that they possess a transferable license from the Communitate of Sangolda in respect of the aforesaid culvert.

3. The Vendors hereby covenant that the said property hereby sold is free from any hypothecation, encumbrance, attachment, mortgage, charge, demand or lien from whomsoever and of whatsoever nature.

4. The Purchasers have verified the title of the Vendors and have found the same to be valid and marketable.

6. The Vendors covenant that they have not sold or entered into any agreement with any third party agreeing to sell the said property and that same is not subject matter of any dispute or litigation in any court.

6. The Vendors say that they have upon execution of these presents and upon receipt of the sale consideration have delivered vacant, lawful and peaceful possession of the said property to the Purchasers and the Purchaser has taken lawful and physical possession thereof.

7. The Vendors & Confirming Party hereby covenant with the Purchasers as follows:

a) That the said property described in Schedule - I hereunder written is not affected by any notification or notice under the land Act or notice of acquisition or requisition or reservation from



the Government, Panchayat or any other public body or authorities in respect of the said property or any part thereof under any provision of law.

b) That the Vendors prior to execution hereof have not received any notice from any Authority under the Income Tax Act or Wealth Tax Act.

c) That the said property is in exclusive possession of the Vendors and they have absolute authority, right and power to dispose off the same.

d) That there are no impediments or difficulties legal or otherwise to the sale of the said property or part thereof under this Deed.

7. The Vendors further agree and undertake to indemnify and keep indemnified the Purchasers against any defect in the title and/or against any claim, right, interest by way of tenancy, caretaker rights, cultivator rights, and any other dispute in this behalf, fully and effectually in all respects and keep the Purchasers harmless and fully compensated against any such claims, demands and disputes raised by any third parties whomsoever including the litigation in the Courts of law and all costs thereto and in the event the Purchasers are deprived of the said property or any part thereof corresponding to the loss or damage occasioned to the Purchasers, absolutely and forever.

8. The Vendors and the Confirming Party do hereby tender their no-objection to the Purchaser for the purpose of undertaking mutation to add the Purchasers name in Form I & XIV.

9. That the Vendors and Confirming Party hereby declare that the property does not belong to any person/ s belonging to Schedule

Caste/ Schedule Tribe in terms of Notification No. RD/Land/LRC/318/77 dated 21.08.1978.

10. The fair market value of the property is Rs. 3,30,00,000/- and hence the stamp duty of Rs. 9,90,000/- is paid on the present Sale Deed.

**SCHEDULE - I  
THE SAID PROPERTY**

All that property known as "*Costanchibaim*" also known as "*Belavista Wado*" surveyed under Survey No. 89/12-B of Village Sangolda, Taluka Bardez, Goa, enrolled in the Taluka Revenue Office under Matriz Nos. 584 (rural) and 1495 (urban), admeasuring 2954 square meters or thereabouts and located within the limits of the Village Panchayat of Sangolda and bounded as under:

**On the East:** by property surveyed under Survey No. 89/18;

**On the West:** by property surveyed under Survey No. 89/19;

**On the North:** by the property surveyed under Survey No. 89/12;

**On the South:** by Nullah & Culvert.





SCHEDULE - II  
THE PAYMENT SCHEDULE



| SR. NO. | PARTICULARS  | AMOUNT   |
|---------|--|--|
| 1.      | Cheque No. 141140 dated 10.12.2012 drawn on the HDFC Bank Ltd.           | Rs. 25,00,000/- (Rupees Twenty Five Lakhs)       |
| 2.      | Cheque No. 000055 dated 10.12.2012 drawn on the Kotak Mahindra Bank Ltd. | Rs. 25,00,000/- (Rupees Twenty Five Lakhs)       |
| 3.      | Demand Draft No. 000234 dated 08.01.2013 drawn on the HDFC Bank Ltd.     | Rs. 2,05,00,000/- (Rupees Two Crores Five Lakhs) |
| 4.      | Demand Draft No. 0402010 dated 08.01.2013 drawn on the HDFC Bank Ltd.    | Rs. 75,00,000/- (Rupees Seventy Five Lakhs)      |

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY THE PARTY OF THE FIRST PART  
NAMELY VENDOR MR. ARUN SHARMA.

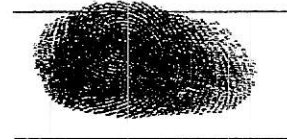
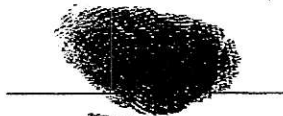


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R.H.F.P



L.H.F.P.



A handwritten signature in black ink, appearing to be "Arun Sharma".

A handwritten signature in black ink, appearing to be "Arun Sharma".

SIGNED, SEALED AND DELIVERED BY THE PARTY OF THE SECOND PART  
NAMELY PURCHASER MR. DIWAKAR GUPTA.



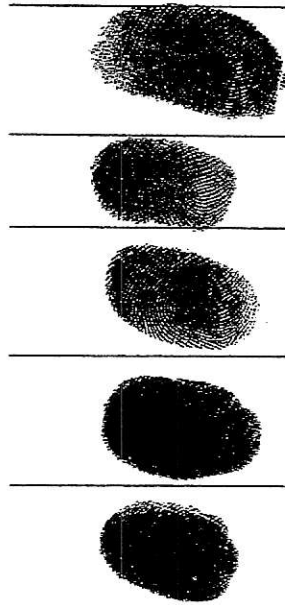
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R.H.F.P

L.H.F.P.




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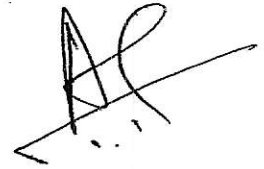
IN THE PRESENCE OF:



1. Shaikh Amruddin 

2. Michael Santamaria 







Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 11-01-2013 11:32:31 AM

Document Serial Number : 226

Presented at 11:21:00 AM on 11-01-2013 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

| Sr. No | Description      | Rs. Ps            |
|--------|------------------|-------------------|
| 1      | Registration Fee | 1650000.00        |
| 2      | Processing Fees  | 170.00            |
|        | <b>Total :</b>   | <b>1650170.00</b> |

Stamp Duty Required: 915000.00 Stamp Duty Paid: 990000.00

Diwakar Gupta presenter

| Name   | Photo | Thumb Impression | Signature |
|--|-------|------------------|-----------|
| Diwakar Gupta, s/o Shyam G. Gupta, Married, Indian, age 43 years, Business, r/o Villa No. E-2, Epsilon Yemlur Main Road, Bangalore India 560037 Pan No. [REDACTED] |       |                  |           |


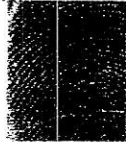

Endorsements

Executant

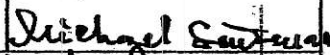

1. Arun Sharma, s/o R.P. Sharma, Married, Indian, age 51 Years, Business, r/o 51, 3rd Cross Dena Bank Colony Bellary Rd., Ganganagar Bangalore - 560032 Pan No. [REDACTED]

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

2. Diwakar Gupta, s/o Shyam G. Gupta, Married, Indian, age 43 Years, Business, r/o Villa No. E-2, Epsilon Yemlur Main Road, Bangalore India 560037 Pan No. [REDACTED]

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

Identification

| Sr No. | Witness Details  | Signature   |
|--------|--|---|
| 1      | Michael Santa Maria , S/o Gergorio Santa Maria, Married, Indian, age 68 Years, Retd, r/o H.No. 123, Cuchelim Mapusa Bardez Goa |  |
| 2      | Shaikh Amruddin , S/o Late Shaikh Ismail, Married, Indian, age 66 Years, Retd, r/o H.No. 179/71 Bela Vista Sangolda Bardez Goa |  |

Scanned By: 

REGISTRAR  
Signature 

Designed and Developed by C-DAC, ACTS, Pune

  
Sub-Registrar

~~REGISTRAR  
BARDEZ~~

Book-1 Document  
Registration Number BRZ-BK1-00405-2013  
CD Number BRZD429 on  
Date 25-01-2013

Sub-Registrar ~~REGISTRAR~~  
~~BARDEZ~~

Scanned By: *Pankaj*

Signature: *[Signature]*

Designed and Developed by C-DAC, ACTS, Pune

*Delivered by*  
*[Signature]*  
*25/01/2013*

