



गोवा GOA

Serial No. 23040 Place of vend MARGAO Date: 9/11/15

A 031040

Value of Stamp Papers: _____

Name of Purchaser: Akar Creations Pvt. Ltd.

Residence: Patorda Name of Father: _____

Purpose: _____ Transacting Parties: _____

As there is no one single paper for the value of Rs. _____ Additional stamp papers for the completion of the value are attached along with.

Stamp Vendor's Sign.
Socorro R. S. Fernandes
Shop No. C-16, SGFDA Market,
Lic No. JUD/VEN - Lic/2006/AC-1

[Signature]
Signature of Purchaser

Government of Goa

OFFICE OF THE CIVIL REGISTRAR CUM SUB REGISTRAR & NOTARY EX-OFFICIO, SALCETE (Margao-Goa)

CERTIFICATE

Certified that this is the true Xerox copy of deed of sale dated: 15/11/13 duly registered in this office under Reg. No. 1339 Pages 03 to 134 of Book No. 1, Vol No. 1468, Dated: 2-5-13

Receipt No. 6872
Place: Salcete, Margao-Goa
Dated: 20-7-15

[Signature]
SURAJ R. VERNEKAR
Sub Registrar (Salcete)
Margao-Goa

To, Akar Creations Pvt Ltd
Patorda Margao

1251/03



- 103 -

Copy of document No. 1251/03
of Book No. 1 contains 17
pages.

00DD 622920

(Suraj K. Vernekar)
Sub Registrar

Charly
Sub-Registrar
Goa

1251/03
Presented at the Office of the
Sub-Registrar of *Goa*
during the hours of 10:30 am
to 12:30 pm on 15/4/03

Stamp fee - ~~100~~
Registration - 60,000
Copy fee (Ft 100) 40
Copying and printing 60
Total 60,070/-

Sd/- Deepak Babhakar Borkar
D. P. Borkar

Sd/- Charly de Sa

Sd - Charly de Sa

DEED OF SALE

THIS DEED OF SALE is made at Margao-Goa;

DEEPAK P. BORKAR

P. Borkar

Dr. F. Dias (Ed. 200)

2740

Serial No. Place of Vendor: Margno Date 10/03/03
Value of Stamp Paper Twenty Five thousand only
Name of the Debtor Alar Creatus Pvt Ltd
Reference Margos me of Path

Purpose: Deed of participating Parties

Signature of Stator Vendor Signature of Purchaser

104

2

April

on this 15th day of the month of ~~March~~ in the year Two Thousand

(15.04.2003)

Three ~~(15.03.2003)~~

BETWEEN:

- 1. Mrs. MARY ANN D'CRUZ, daughter of Aloysius Gonsalves and widow of late Constancio D'Cruz and presently married to Mr. Daniel V. Phillips; aged about 50 years, landlady;

DEEPAK R. BORKAR

[Handwritten Signature]

with a view to the purchase of the property

of P. Das (Pvt) (LDC)

ELIGIBLE

115

111



105 -
Copy of document No. 1251/03
of Book No. 1 contains 17 sheets.

DDDD 622907

[Signature]
Sub-Registrar
Belgaum

[Signature]
(Suraj K. Vernekar)
Sub Registrar

3

2. Mr. **LUIS JOAQUIM D'CRUZ**, son of late Constancio D'Cruz, aged about 26 years, married, businessman; and his wife,
3. Mrs. **ROSE ELIZA PINTO e D'CRUZ**, daughter of Mr. Salvador Pinto, aged about 28 years, housewife; and
4. Miss **SARAH MARIA D'CRUZ**, daughter of late Constancio D'Cruz, aged about 20 years, student;

DEE PAR. P. BORKAR. *[Signature]*

P. Dias. (Sd) (200)

2861
 Serial No. Place of Vendor: Margao Date: 14/10/103
 Value of Stamp Paper: Twenty thousand
 Name of the Purchaser: Akar Creations PVT. Ltd. Household
 Residence: Margao Name of Father:
 Purpose: Deed Transacting Parties
 Signature of Stamp Vendor: _____
 Signature of Purchaser: _____

- 100 +

all Indian Nationals, residing at Cruz Mansion, Margao-Goa;
 hereinafter referred to as "the VENDORS" (which expression
 shall, unless repugnant to the context or meaning thereof,
 mean and include their heirs, legal representatives,
 administrators, executors and assigns) of the **FIRST PART**;

AND

5. M/s. **AKAR CREATIONS PVT. LTD.**, a Company duly
 constituted and registered under The Companies Act, 1956,

Director P. BOICAR

P. Dias (S. 200)

P. B. Dias



107
Date of document 12/5/03
of Book No. 17

00DD 622908

(Suraj R. Vernekar)
Sub Registrar

5

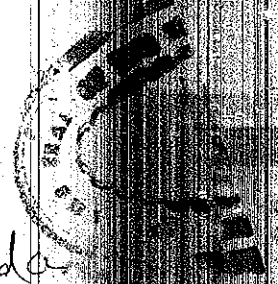
with the Registrar of Companies at Panaj -Goa; having its Registered Office at 'Lake Plaza', Opposit Nehru Stadium, Fatorda, Margao, Goa; duly represented by its Director, Mr. **DEEPAK PRABHAKAR BORKAR**, son of Prabhakar Shripad Borkar, aged about 47 years, married, businessman, Indian National, residing at Indraprastha Building, Malbhat, Margao-Goa; duly authorised in this behalf by the Resolution dated 16.02.2001 of its Board of Directors; hereinafter referred to as "the **PURCHASER**" (which expression shall,

DEEPAK P. BORKAR

[Signature]

P. P. Borkar (Ed. (A-1))

2842
 Social No. _____ Place of Vendor: Margao Goa 16/13/03
 Amount in Stamp Paper Twenty ~~thousand~~ ~~thousand~~
 Title of the Purchase Act. ~~Coventry~~ ~~Act~~
 Residence Margao Name of Father _____
 Purpose Deed Transacting Parties



Signature of Stamp Vendor _____ Signature of Purchaser _____

6

unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and assigns) of the **SECOND PART**;

AND

6. Mr. **DANIEL V. PHILLIPS**, son of V. J. Phillips, aged about 53 years, retired Defence Officer, Indian National, residing at Cruz Mansion, Margao-Goa; hereinafter referred to as "the **CONFIRMING PARTY**" (which expression shall, unless

DECKARD P. BOGARKAR
 P. DEAS (S) (LAC)
 [Signature]



Copy of document No. 1251/02
of Book No. 1 dated 17/08/02
at...

0000 622909

[Signature]
Sub-Registrar
Sikats

[Signature]
(Suraj R. Veknar)
Sub-Registrar

7

repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns) of the **THIRD PART**;

WHEREAS the **VENDOR NO. 4** is represented herein by her duly Constituted Attorney, Shri Daniel Vincent Phillips by virtue of General Power of Attorney executed before the Notary Shri Prakash Gude on 16.08.2002 bearing Registration No.240196 dated 16.08.2002.

DEEPAK P. BOKRAR

[Signature]

Prakash Gude

2843
 Place of Vendor: MARGO DIST. 11/103/03
 Stamp Paper: Twenty Five thousand a
 Purchaser: Atar Co. Ltd.
 Purpose: Deed
 Signature of Stamp Vendor
 Signature of Purchaser

8

WHEREAS the VENDORS are the exclusive owners in possession of half ideal and undivided share of the property described in SCHEDULE-I hereinafter appearing, the shares of each member of the VENDORS in the said property being as under :-

- (a) Mrs. Mary Ann D'Cruz
 (member No.1 of the VENDORS)

10 / 56

DEEPAK P. KOKKAR

J.P. Bhatia

P. DIAS (D)

(LDC)



15
of Book No. 17
Chappes

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(Sura) R. Vernekar
Sub Registrar

9

(b) Mr. Luis Joaquim D'Cruz and his wife
Mrs. Rose Eliza Pinto e D'Cruz 13 / 56th
(members No.2 and 3 of the VENDORS)

(c) Miss Sarah Maria D'Cruz 5 / 56th
(member No.4 of the VENDORS)

AND WHEREAS the VENDORS have agreed to sell unto the
PURCHASER the land described in SCHEDULE-I hereinafter

DEEVAR P. BORKAR
R. Dias: (2005)

25/12/03
 Place of Vendor: Mangalore District
 Value of Stamp Paper: Twenty five thousand only
 Name of the Purchaser: A Kar
 Residence: Mangalore
 Purpose: Deed
 Signature: [Signature]

appearing, for a total price of Rs.30,00,000/- (Rupees Thirt Lakhs only);

AND WHEREAS the member No.1 of the **VENDORS** wa earlier married to Mr. Constancio D'Cruz, who died sometime back leaving behind him the member No.1 of the **VENDORS** a his widow and moiety share holder and the members No.2 and of the **VENDORS** as his exclusive successors, being minor in age at that time;

DEEPAK P. BOKREAR
 P. D. S. (LAW)
 [Signature]



113

1000 622911

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of Book No. 1 contains
sheet.

Chait
Sub-Registrar
Bakota

(S)
(Suraj R. Vernekar)
Sub-Registrar

AND WHEREAS the member No. 1 of the **VEN DORS** has now re-married to the **CONSENTING PARTY** in the second nuptials and, as such, the **CONSENTING PARTY** is jo ned herein as a matter of abundant caution.

NOW THIS DEED WITNESSES AS UNDER:

- 1. That, for a total consideration of Rs.30,00,000/- (Rupees Thirty Lakhs only) partly paid ~~xxxx~~ and the balance payable

DEEPAK & BOKRAK

A. Borkar

Deas (CAG)

X

2845

11/03/02

Twenty five thousand and
Atty Credit in P.H.

Witnesses
Menges

Deed

Signature of Seller

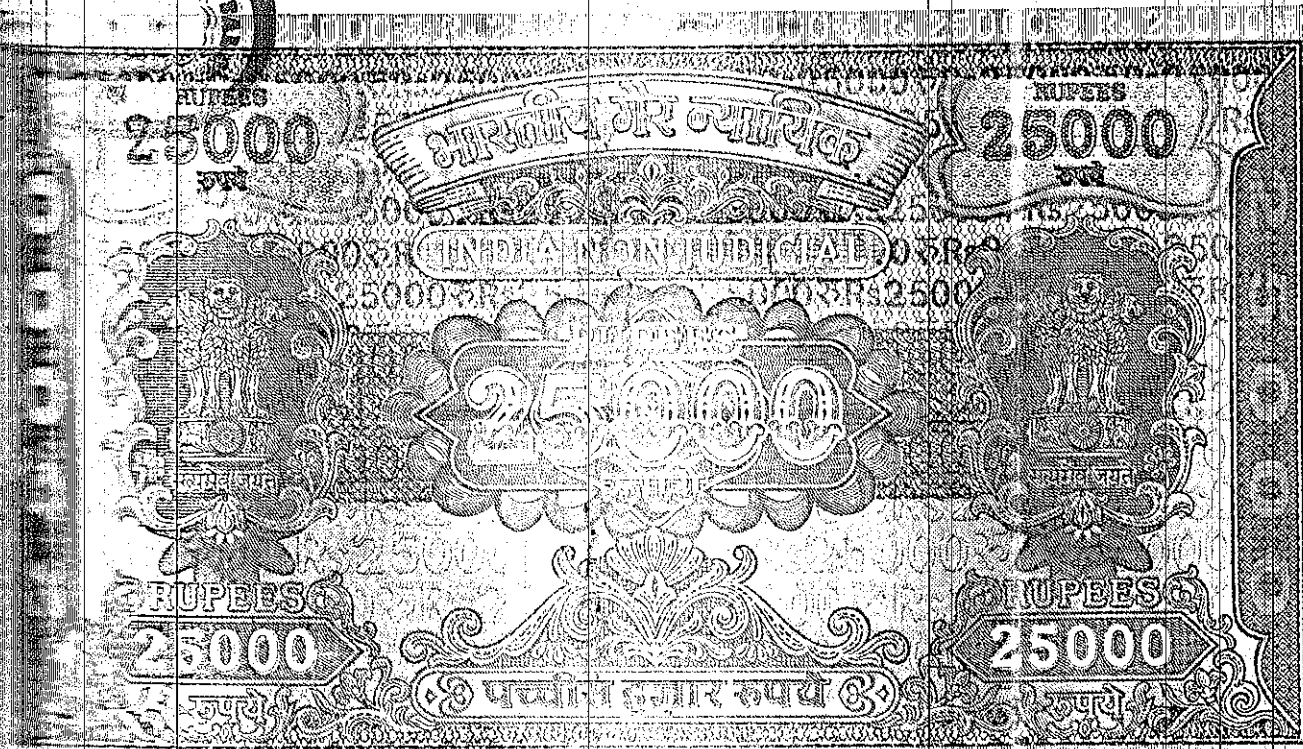
12

in the manner shown in **SCHEDULE-II** herein below, the **VENDORS**, as the absolute owners of the half ideal and undivided share in the land described in **SCHEDULE I** hereinafter appearing, do hereby **CONVEY** and **TRANSFER** in favour of the **PURCHASER**, free of all encumbrances and from today, all that half ideal and undivided share in the property described in **SCHEDULE I** hereto, along with all that is situated therein and with all the rights, easements, privileges, benefits, advantages, tree,

DEEPAK P. DEVIKAR

[Signature]

P. Das (2002)



115

8000 622912

Copy of document No. 151/12
of Book No. 120/12
Date: 15/12/12

(Sura R. Varshita)
Sub Registrar

structures, compound, fences, whatsoever situated in the said property or available to the said property or co-owners thereof, so that the **PURCHASER** shall HAVE, HOLD, POSSESS and ENJOY the said share in the property described in **SCHEDULE-I** hereto, from to day and forever, as absolute owners of such share.

2. The **VENDORS** do hereby acknowledge to have received from the **PURCHASER** the part of the price, being

DEEPAK K. ISHAKAR
[Signature]
[Signature]
[Signature]

2846

14/02/02

Twenty Five Thousand and

Marga
Deed

[Signature]

Signature of Vendor Signature of Purchaser

- 116 -

14

Rs.5,00,000/- (Rupees Five Lakhs only) as per the first instalment shown in the **SCHEDULE-II** hereinafter appearing.

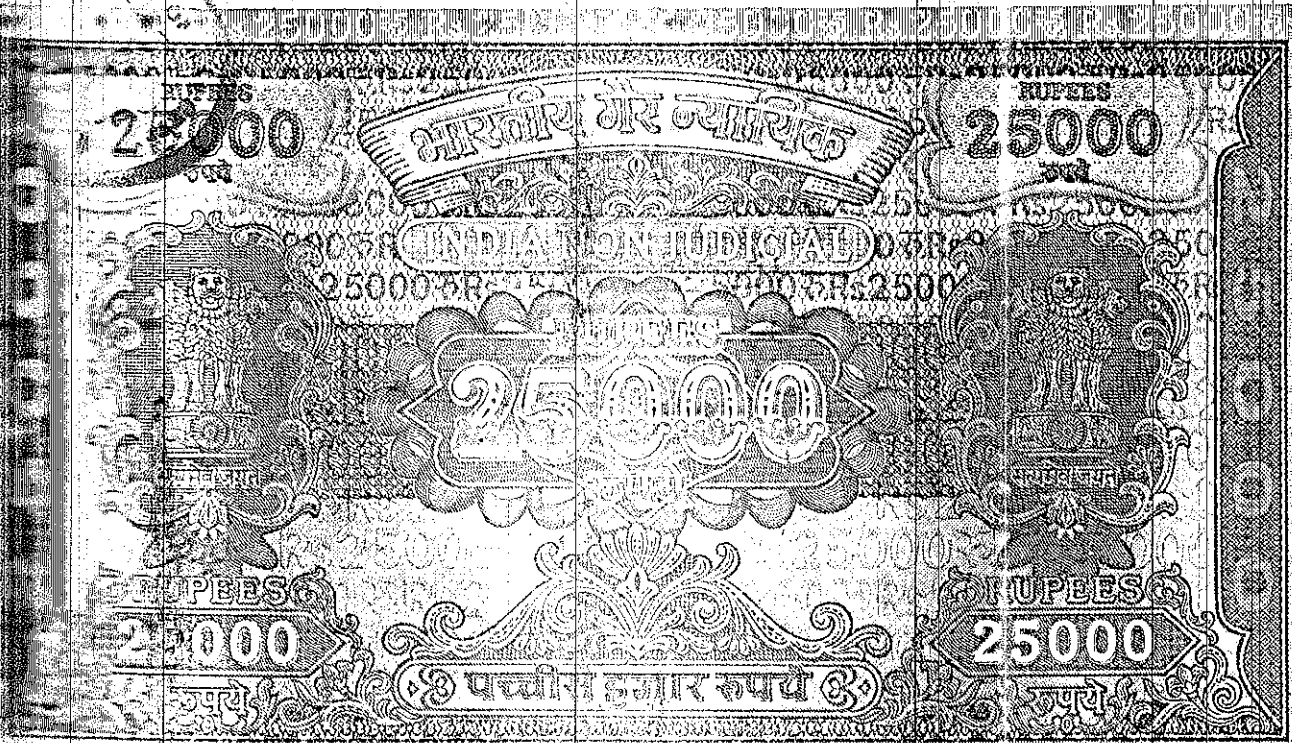
3. The **VENDORS** covenant with the **PURCHASER** is under:-

- (a) That the property, the share wherein is hereby transferred is not the subject matter of any notification or proceedings under compulsory acquisition of land

DEEVIK P. BORKAR

[Signature]

P. Dhas (S) (LAC)



117

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of Book No. 1004125
about

(Signature)
(Suraj R. Vernekar)
Sub Registrar

- (b) That the property, the share wherein is hereby sold is not the subject matter of any seizure, attachment before sale or any order restraining the transfer of the said land from any court, tribunal, forum, or any other lawful authorities;
- (c) That except for the remaining half share of Mr. Mario Jose Jesus de Piedade Sa da Cruz in the property hereby sold there are no other persons having any right

DEEPAK P. BORKAR
P. Dias, C.A. 240C

2847

14/03/02

Twenty Five Thousand
Akr Capital Ltd

Margu
Deed

[Signature]

18-

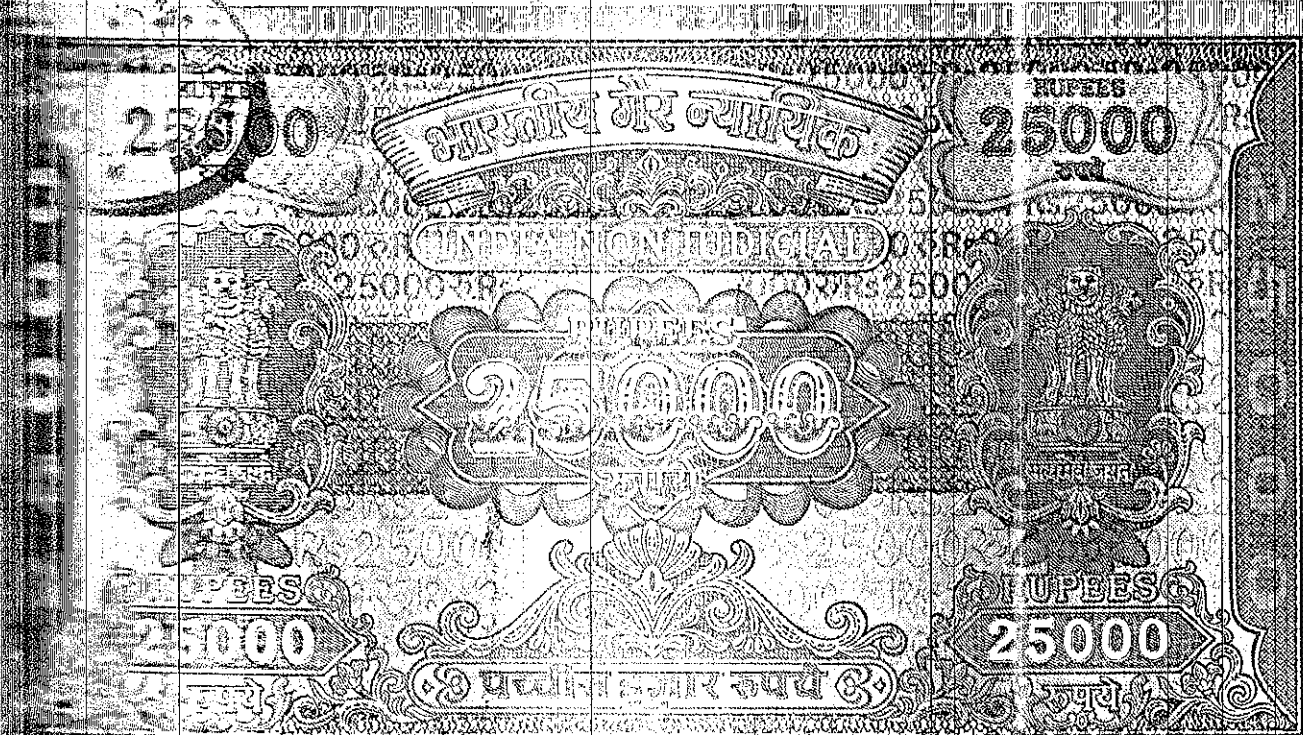
16

or interest, or any encumbrances or charge, lien, etc. n
or against the property described in **SCHEDULE I**
hereinafter appearing.

- 4. The market value of the share in the said property hereby sold is Rs.30,00,000/- (Rupees Thirty Lakhs only).
- 5. The South Goa Planning and Development Authority has given it "no objection" for registration of this Deed by its letter No.SGPDA/R/2478/126/03-04 dt. 15-4-03

299B
H. Margu
Rose D' Cruz
d. Margu

DEEMAR P. ISKAR
P. Dias (Sd. LDC)



117

00DD 622914

of Book No. 125/05
Sub-Registrar
Bokaro

(Suraj R. Vernekar)
Sub-Registrar

SCHEDULE - I
(Description of Land hereby sold)

This is a distinct and separated part of the property denominated "CALCONDEM" or "AFORAMENTO DE CA BACEIRA DE CALCONDEM - First Lot" situated at Martires Dias Road, Margao, being the land, as a whole, described in the Land Registration Office under No.23823 of Book No. 3-61 of the New Series, enrolled in the Matriz records under Nos: 2736, 2737 and 2738.

DEPT. P. BOKARO

M. Dias (del) (400)

are l
DE
cad
land

28/8

14/23/03

Twenty five thousand only
A/c. Cochin P.T.D.

Marges
Deed

Signature of ...

The part of the land hereby sold comprises of Chalta No. 14 of P. T. Sheet No.239. This part of the land comprises of an area of 441 sq. metres and shown in the plan annexed hereto within red colour lines. This part of the property is bounded as under:-

North : by the part of the entire property "CALCONDEM" or "AFORAMENTO DE CABACEIRA DE CALCONDEM - First Lot" surveyed presently under Chalta No.8 of P. T. Sheet No.239 and land surveyed

DE PRA. J. B. CARAK

DE PRA. J. B. CARAK



00BB 819942

121
Copy of Book No. 1251/12
Date: 12/1/20

(Surya) R. Vernekar
Sub Registrar

19

presently under Chalta No.15 of P. T Sheet No.239;
and

South : by Public Road known as "Martires Di: s Road";

East : by the part of the entire property "CAI CONDEM" or
"AFORAMENTO DE CABA CEIRA DE
CALCONDEM - First Lot", surveyed presently
under Chalta No.8 of P. T. Sheet No.23 ; and

West : by the land surveyed presently under Chalta No.16 of
P. T. Sheet No.239.

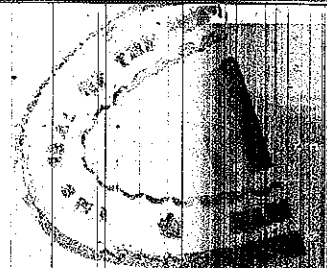
DEBANK P. VERNEKAR

P. Dias (S.D.)

Sub Registrar

12/1/20

Serial No. 2741
 Place of Vendor: Margao Date: 10/03/03
 Value of Stamp Paper: Fifteen thousand only
 Name of the Purchaser: Alex. Creator
 Residence: Margao of Father: _____
 Purpose: Deed of Partitioning
 Parties: _____



SCHEDULE - II
(Mode of payment of price)

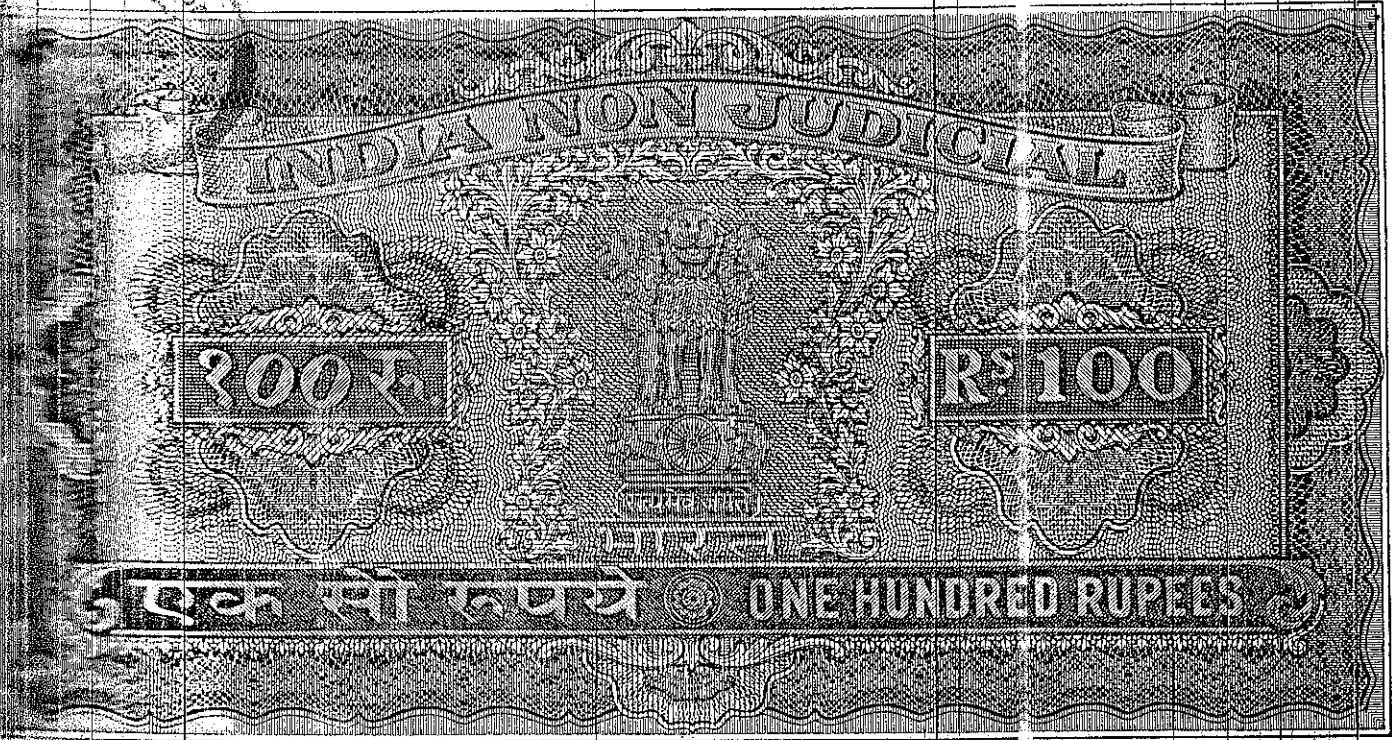
To Mrs. **MARY ANN D'CRUZ** i.e. the member No.1 of the **VENDORS:**

- (a) Paid on 15.03.2003 ~~xxxxxx~~ vide Cheque No.0528876 dated 15.03.2003 drawn on The United Western Bank Limited Margao Branch Rs. 50,000/-

Margao
 Alex. Creator
 Deed of Partitioning

DEPTAC C. BORKAR L. Borkar

P.D. 05 (28) (100)
 No. _____
 Date: _____



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Copy of document No. 051/03
of Book No. 1 contains 17

[Signature]
Sub-Registrar

[Signature]
(Suraj R. Vernekar)
Sub Registrar

21

(b) Paid on 15.03.2003 ~~xxxxxxx~~ Rs. 1,50,000/-
~~xxxxxxx~~ vide Cheque
No.0528877 dated 15.03.2003 drawn
on The United Western Bank Limited,
Margao Branch.

(c) To be paid on or before 30.04.2003	Rs. 5,71,428/-
Total	Rs.10,71,428/-

DEEPAK M. BORKAR *[Signature]*

₹ 1,50,000/-

P. Dias (S. No. 1)

15.03.2003

The United Western Bank Limited

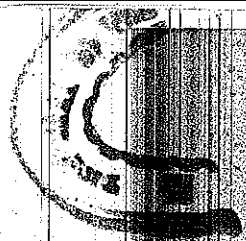
Margao Branch

₹ 1,50,000/-

15.03.2003

The United Western Bank Limited

Margao Branch



2742

10/03/03

100% Akir Creative Pvt Ltd

Mysuru Deed

[Handwritten signature]

Signature of Vendor Signature of Distributor

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22

II To be paid to Mr. **LUIS JOAQUIM D'CRUZ** and his wife Mrs. **ROSE ELIZA PINTO e D'CRUZ** i.e. the members No.2 and 3 of the **VENDORS**, in the name of Mr. **LUIS JOAQUIM D'CRUZ** on or before 30.04.2003 **Rs.13 92,858/-**

III To be paid to Miss **SARAH MARIA D'CRUZ** i.e. the member No. 4 of the **VENDORS**, on or before 30.04.2003: **Rs. 5,3 5,714/-**

V. CERAR P. BOHAR

[Handwritten signature]

P. D. S. (S) (100)



Copy of document No. 1251/03
of Book No. 1 contains 17 sheets.

(Suzanne R. Vernesey)
Sub Registrar

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signatures to this Deed on the day, month and year first herein above written.

SIGNED AND DELIVERED
by the within named the
VENDORS



I.

Mary Ann D'Cruz



R. H. Thumb Impression of
Mary Ann D'Cruz



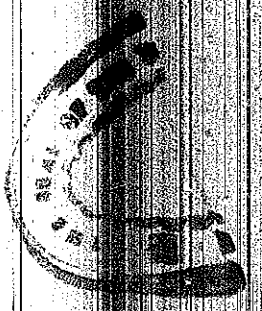
R. H. Thumb Impression of
Mary Ann D'Cruz

DESPINA P. BENEK

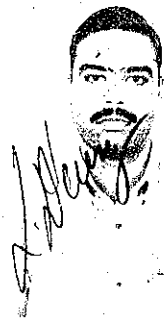
Althea...

P. mas (ed) (100)

126-

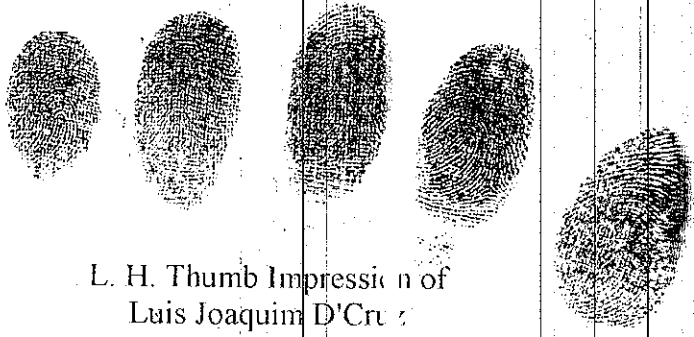


24

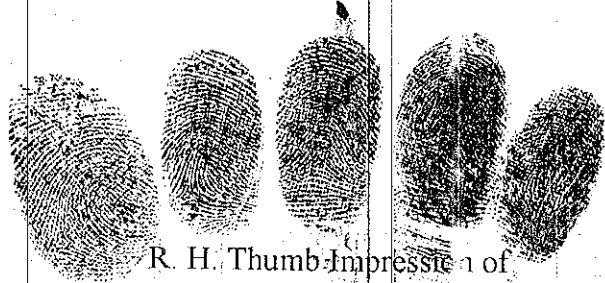


2.

(Luis Joaquim D'Cruz)



L. H. Thumb Impression of Luis Joaquim D'Cruz



R. H. Thumb Impression of Luis Joaquim D'Cruz

DEEPAK P. BOBKAR

[Handwritten signature]

P. D. D. (S. (L. O. C.))

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Copy of document No. 17
of Book No. 1 contains
sheets.

(Suraj R. Vernekar)
Sub Registrar

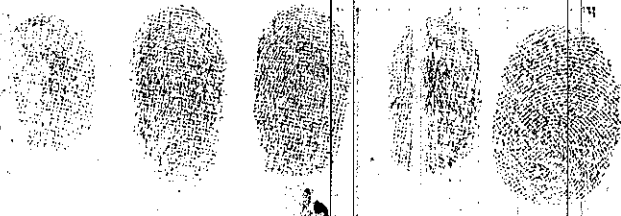
Sub-Registrar
S. Vernekar

25

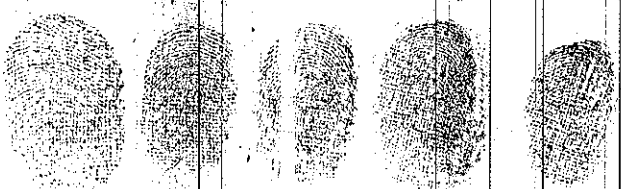


3.

(Rose Eliza Pinto e D'Cruz)



L. H. Thumb Impression of
Rose Eliza Pinto e D'Cruz



R. H. Thumb Impression of
Rose Eliza Pinto e D'Cruz

DEEPAK P. BORRER

Dee Paik

P. Dias (Asst. LDC)

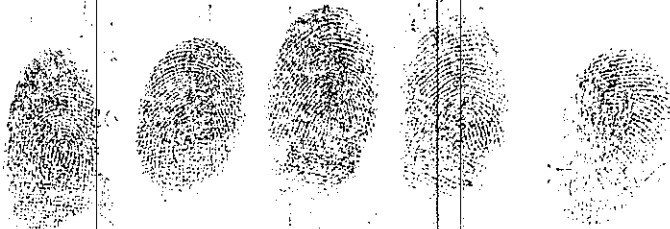
26.



Borker

SIGNED AND DELIVERED
by the Director of the within
named the **PURCHASER**

(Deepak Prabhakar Borker)



L. H. Thumb Impression of Deepak Prabhakar Borker

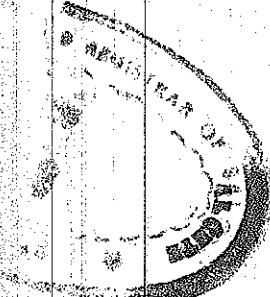


R. H. Thumb Impression of Deepak Prabhakar Borker

DEEPAK P. BORKER

D. Prabhakar

P. D. Das (LDC)



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Copy of Agreement No. 175/02
of Book No. 1 contains
sheets.

(Sura) R. Vernekar
Sub Registrar

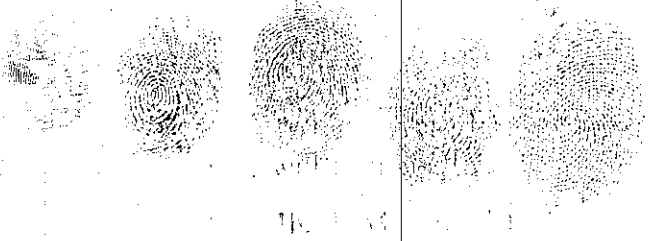
[Handwritten signature]
20/12/02

27



SIGNED AND DELIVERED
by the within named the
CONFIRMING PARTY

(Daniel V. Phillips
for self and as Constituted Attorney
of Vendor No.4)



L. H. Thumb Impression of
Daniel V. Phillips



R. H. Thumb Impression of
Daniel V. Phillips

WITNESSES:-

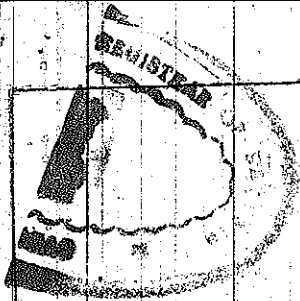
1. *[Signature]*
2. *[Signature]*

P. BERRAK

P. D. ... (200)

[Handwritten signature]

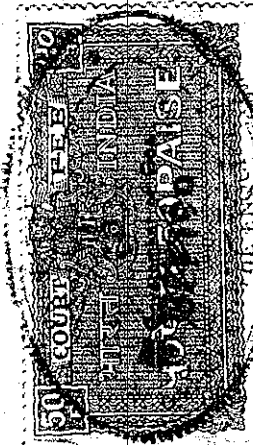
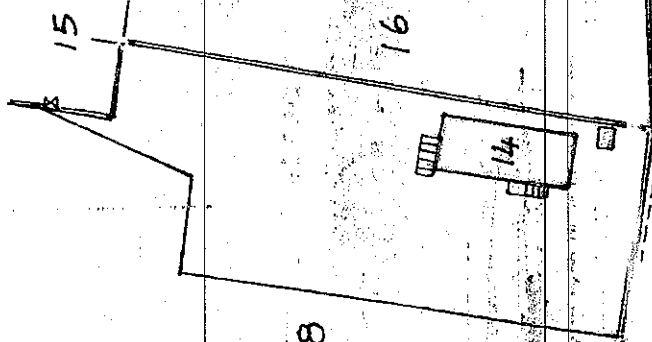
L. H. Thumb Impression of



PLAN

Copy of document No. 17-9-91 of Book No. 1 contains details.

Sub-Registrar Margao



SCALE 1:500

CHALTA No. 14

R. T. SHEET 23.2
Certified copy of the provisional map/plan in the 4 columns of Property Register which is/are subject to correction where an appeal is filed or a civil suit is filed, in accordance with the Final Order issued in appeal or

CERTIFIED COPY
OFFICE OF THE ENQUIRY OFFICER
CITY SURVEY
Margao

Copy applied for by and on behalf of Mrs. ... on 17-9-91.

Copy ready on

Copy delivered on 13-9-91

Copied by B. S. (B. S.)

Compared by ...

Copying fees Rs. Rs. 10/- which are credited

By Receipt No. 35/132 on 17-9-91

Mosignes

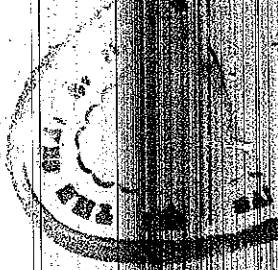
CITY SURVEY MARGAO
MARGAO-004

For P. Cruz

(Sura) R. Verneka
Sub Registrar

CHIEF

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Registered No.
 It pages 103 to 134
 Book No. 7 Volume No. 1468
 Date 3/8/23

S. J. Henry et al
 Sub-Registrar

(Sura) R. Vernekar
Sub Registrar

Copy of Endorsement & certificate

Executing Parties :

- ① Mrs. Mary Ann D'ruz, d/o
Aloysius Gonsalves and widow
of late Constance D'ruz and
presently, married to Mr. Daniel
Phillips, aged 50 yrs (unduly)
- ② Mr. Luis Joaquim D'ruz, s/o
late Constance D'ruz, aged
26 yrs, married businessman
and his wife
- ③ Mrs. Rose Eliza Pinto e
D'ruz, d/o Mr. Alvado
Pinto, aged 28 yr, housewife
- ④ M/s Akar Creations Pvt. Ltd
rep. by its Director Mr. Deepak
Prabhakar Borkar, s/o Prabhakar
Shripad Borkar, aged 47 yrs,
married businessman s/o
Malhat Marga, Goa.

S Mr. Daniel V. Phillips, s/o
D. J. Phillips aged 53 yrs
retired Defence officer, r/o
Margae Coa Jersell and as
attorney of vendor No. 4

~~following names are~~
~~personally known to~~
~~U.S.S.F.~~
~~date execution of the will~~
~~Sole~~

self - Mary Ann D'cruz

self - L. D'cruz

self - R. D'cruz

self - D. P. Barker

self - D. V. Phillips

Margae dt. 15/11/2003

self - Charly de St

~~_____~~
~~_____~~

+ 134 -

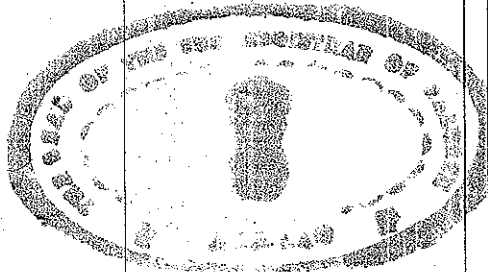
Copy of document No. 12/1/03
of Book No. 1 contains 17

(Suraj R. Vernekar)
Sub Registrar

[Signature]
Sub Registrar

Registered No. 1339
at pages 103 to 134
Book No. I Volume No. 1468
Date 2/5/2003

Sub-Registrar
Sub-Registrar



No. of mistakes - Nil

True copy

[Signature]

Endorsement copied by - (A)
True copy of endorsement
Compared by - (B)
Reader & Examiner - (C)

[Signature]
Sub Registrar



गोवा GOA

542

Treasury Officer,
GOVERNMENT OF GOA
DISTRICT TREASURY SOUTH
MARGAO - GOA

017362

Value of stamp paper: Twenty five thousand only
 Name of the purchaser: Akai Creation Pvt Ltd
 Residing at: Salorda
 As there is no one single stamp paper, additional stamp paper for the amount of Rs. 60,000/- is attached along with this.

4 DEC 2007

Signature of the Rs.-official vendor

Signature of Registrar

Serial No. 6014/2007
 Presented at the Office of the
 Sub-Registrar of Salcete
 between the hours of 2:00pm
 and 4:30 Pm. on 11/12/2007

received fees for Rs. Registration	Rs. 60,000-00
Copying	60 90-00
Copying Enclosures	10-00
Stampage	
Total	60100-00

SUB-REGISTRAR
SALCETE

SUB-REGISTRAR
SALCETE

DEED OF SALE

Maria W' Cruz

ANWASH SADAHAAD BOBKA

60,000/-

62



गोवा GOA

542

Treasury Officer
 GOVERNMENT OF GOA
 DISTRICT TREASURY SOUTH
 MARGAO - GOA

017363

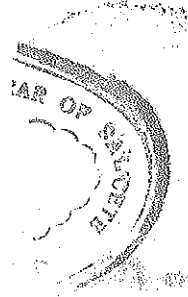
4 DEC 2007

Value of stamp paper... Twenty five thousand only
 Name of the purchaser... Alcon Creation Pvt Ltd
 Residing at... Falorda

As there is no one single master paper of Rs. 60,000/-
 additional stamp paper for the amount of Rs. 60,000/- is attached along with

Signature of the De-afiliate vendor

[Handwritten Signature]
 Signature of Purchaser



THIS DEED OF SALE is made at Margao, Goa, on this Fourth day of the month of December in the year Two Thousand Seven (04.12.2007);

[Handwritten Signature]

Mariao Cruz



गोवा GOA

542

GOVERNMENT OF GOA
DISTRICT TREASURY SOUTH
MARGAO - GOA

008476

4 DEC 2007

size of stamp paper As per the law only
 Name of the purchaser Alcan Creation Pvt Ltd
 Address Falodga
 as there is no one single stamp paper of value 60,000/-
 additional stamp paper for the amount 60,000/- is attached along with

6

Signature of Treasurer



3

BETWEEN

1. Mr. MARIO D'CRUZ alias MARIO JOSE JESUS DE PIEDADE SA D'CRUZ, son of late Dr. Luis D'Cruz, aged about 57 years, Advocate, bachelor, Indian National, residing at

[Handwritten signature]

Mario D'Crux

Cruz Mansion, Margao, Goa; hereinafter referred to as "**the VENDOR**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include his heirs, legal representatives, successors, administrators, executors and assigns) of the **FIRST PART**;

AND

2. M/s. **AKAR CREATIONS PVT. LTD.**, a Company duly constituted under The Companies Act 1956, and registered with The Registrar of Companies at Panaji, Goa; having its registered Office at 'Lake Plaza', Opposite Nehru Stadium, Fatorda, Margao, Goa-403 602, duly represented by its Director, Shri. **AVINASH SADANAND BORKAR**, son of Sadanand Shripad Borkar, aged about 50 years, businessman & civil engineer, married, Indian National, residing at P. M. Dias Residency, AT 6-7-8, near St. Joaquim Chapel, Borda, Margao, Goa; hereinafter referred to as "**the PURCHASER**" (which expression, unless repugnant or contrary to the meaning thereof, shall mean and include all its successors, administrators, executors and assigns) of the **SECOND PART**.

WHEREAS the land described in **SCHEDULE** hereinafter written, belonged to Mrs. Mary Ann D'Cruz, Mr. Luis Joaquim D'Cruz and Miss Sarah Maria D'Cruz, to the extent of 1/2 (half) ideal and undivided share; and the remaining 1/2 (half) ideal and undivided share therein belonged to the **VENDOR**;




Mary Ann D'Cruz

AND WHEREAS vide the Deed of Sale executed on 15.04.2003, duly registered in the Office of the Sub-Registrar of Salcete under No. 1339 at pages 103 to 134 of Book-I, Volume 1468 on 02.05.2000, the **PURCHASER** purchased such half share in the said land described in **SCHEDULE** hereto from the said co-owners viz. Mrs. Mary Ann D'Cruz, Mr. Luis Joaquim D'Cruz and Miss Sarah Maria D'Cruz;

AND WHEREAS, in view of the above mentioned purchase made by the **PURCHASER**, the said property described in **SCHEDULE** hereto, is jointly owned and possessed by the **PURCHASER** and the **VENDOR**, in the proportion of $\frac{1}{2}$ (half) ideal and undivided share therein;

AND WHEREAS, vide the "Agreement of Sale" dated 09.08.2000, the **VENDOR** had agreed to sell unto the **PURCHASER** or its nominee/s, the said $\frac{1}{2}$ (half) share of the **VENDOR** in the said land described in **SCHEDULE** hereinafter appearing to the **PURCHASER** for a total price of Rs. 9,92,250/- (Rupees Nine Lakhs Ninety Two Thousand Two Hundred Fifty Only), all payable in kind by way of one Shop on the second floor of super built up area of 130 square metres and another shop on third floor of the super built up area of 60 square metres, to be constructed by the **PURCHASER** in the above said property, which is described in **SCHEDULE** hereunder written;




 Mary Ann D'Cruz

AND WHEREAS in the said "Agreement of Sale" the **VENDOR** had also consented with the **PURCHASER** that his above said co-owners viz. Mrs. Mary Ann D'Cruz, Mr. Luis Joaquim D'Cruz and Miss Sarah Maria D'Cruz, may also sell their such ½ (half) share therein to the **PURCHASER**, independently and without reference to the **VENDOR**;

AND WHEREAS, on account of the same, the **PURCHASER** has become the owner in possession of ½ (half) ideal and undivided share in the said land described in **SCHEDULE** hereto with effect from 02.05.2003;

AND WHEREAS, on account of certain difficulties on the part of the **PURCHASER**, the building proposed to be constructed by the **PURCHASER** could not be constructed, as otherwise agreed under the said Agreement of Sale dated 09.08.2000 on account of which the **PURCHASER** could not deliver to the **VENDOR** the said two Shop premises to be constructed in such proposed building; and, consequently, the **VENDOR** also did not transfer in favour of the **PURCHASER** his ½ (half) ideal and undivided share in the said property described in **SCHEDULE** hereunder written;

AND WHEREAS the **PURCHASER** and the **VENDOR** have now mutually agreed to escalate the lump sum price to be paid by the **PURCHASER** to the **VENDOR** under the said Agreement



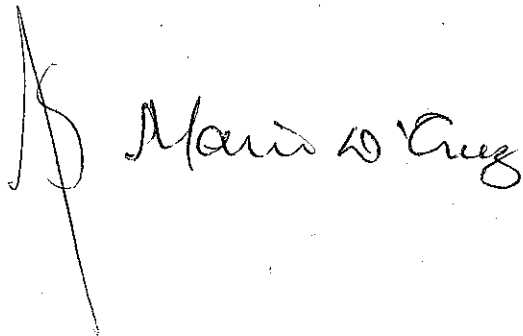
Mary Ann Cruz

of Sale dated 09.08.2000; and it is also now agreed between both of them that instead of constructing and delivering to the **VENDOR** the said two Shop premises towards the price consideration of the $\frac{1}{2}$ (half) ideal and undivided share of the **VENDOR** in the said property described in **SCHEDULE** hereto, the **PURCHASER** shall pay to the **VENDOR** a total lump sum amount of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) towards full and final price consideration towards such $\frac{1}{2}$ (half) share of the **VENDOR**;

AND WHEREAS, the **PURCHASER** has offered to pay to the **VENDOR** the said mutually agreed amount of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) as price, and the **PURCHASER** has called upon the **VENDOR** to execute the Sale Deed in favour of the **PURCHASER** in respect of $\frac{1}{2}$ (half) ideal share and undivided of the said land described in **SCHEDULE** hereto.


NOW THIS DEED WITNESSES AS UNDER: -

1. That for a total price consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) paid by the **PURCHASER** to the **VENDOR** vide Cheque No. 423254 dated 04.12.2007 drawn on The Saraswat Co-operative Bank Ltd., Margao Branch, the receipt whereof to the **VENDOR** hereby acknowledges and consequently discharges the **PURCHASER** from such payment, the **VENDOR**, as the absolute owner in possession of $\frac{1}{2}$ (half) ideal and undivided share in the land described in


Manoj K. Cruz

SCHEDULE hereafter written, do hereby **CONVEY**, **TRANSFER** and **RELEASE UNTO the PURCHASER**, free of all encumbrances, charges, defects, etc., all the said $\frac{1}{2}$ (half) ideal and undivided share described in **SCHEDULE** hereinafter written so that **the PURCHASER** shall, for all times hereafter, **HOLD, HAVE, POSSESS** and **ENJOY** the said $\frac{1}{2}$ (half) ideal and undivided share in the said land, along with all that is situated therein and with all the rights, interests, easements, privileges, benefits, advantages, trees, structures, compounds, fences, whatsoever standing within it and/or available to the said land or to the owners/co-owners thereof, as the case may be, as the absolute owner of such $\frac{1}{2}$ (half) ideal and undivided share hereby sold.


2. **The VENDOR** acknowledges to have delivered to **the PURCHASER** the possession of such $\frac{1}{2}$ (half) ideal and undivided share in the land described in **SCHEDULE** hereinafter written, which share is hereby sold by **the VENDOR** to **the PURCHASER**, at the time of execution of this Deed; and further **the VENDOR** hereby acknowledges that, taking into consideration that **the PURCHASER** had already acquired the remaining $\frac{1}{2}$ (half) ideal and undivided share in the said property from his erstwhile co-owners, **the PURCHASER** is now the sole and absolute owner in

 Hand to Day

possession of the said property described in **SCHEDULE** hereto.

3. **The VENDOR** covenants with **the PURCHASER** as under:-

- (a) That they are the exclusive owners in possession of the property hereby sold and every part thereof, and that they have clear, unencumbered and valid title to the same and every part thereof;
 - (b) That the property hereby sold and every part thereof is free from all encumbrances, whatsoever;
 - (c) That the property hereby sold or any part thereof, is not the subject matter of any seizure, attachment or order restraining transactions or transfer, of any Court, Tribunal, Forum, other judicial Authority, quasi-judicial Authority, Revenue or Fiscal Authority, or any lawful Authority;
 - (d) That the property hereby sold or any part thereof, are not the subject matter of any litigation, mortgage, agreement with third parties;
 - (e) That the title of **the VENDOR** to the property hereby sold or any part thereof, are free, clear and marketable;
4. That **the VENDOR** shall execute all further documents, which may be found necessary by **the VENDOR** to be so executed, for conferring or confirming proper and better title of the

 *Blair W. King*

property hereby sold, in favour of the **PURCHASER**, or for transferring all or whatever records in respect of the entire property hereby sold, exclusively in the name of the **PURCHASER**.

5. The **VENDORS** and the **PURCHASER** acknowledge that there are some persons occupying some structures in the property hereby sold, and in respect of some of such structures litigation is pending before the authorities under The Goa, Daman & Diu Mundkars (Protection from Eviction) Act, 1975. The **PURCHASER** acknowledges that the purchase hereby made by the **PURCHASER** is along with the risk of such litigation as also of whatever final result of such litigation, and also with the liability of settling of such occupants of the said structures occupied by them;
6. Except for the claims of such occupants of structures, and the risk and liability regarding the said occupants and the above said litigation, the **VENDOR** shall indemnify the **PURCHASER** against any claims by the third party or by persons claiming through the **VENDOR**, or their predecessors-in-title, over or against the subject property hereby sold or any part thereof; and
7. In view of the sale hereby effected, Agreement of Sale dated 09.08.2000 mentioned above shall stand modified and the

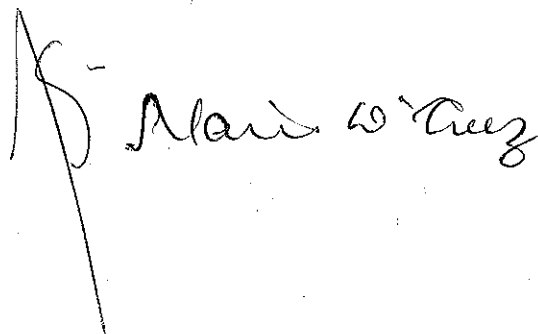


M. Nand W. Tring

parties hereto shall be free from any and every obligations otherwise, inter se, created between them under the said "Agreement of Sale" dated 09.08.2000, and, consequently, the parties hereto shall have no claims against each other under the said Agreement.

8. At the instance of the then co-owners of the subject property viz. Mrs. Mary Ann D'Cruz, Mr. Luis Joaquim D'Cruz and Miss Sarah Maria D'Cruz and also **the VENDOR**, in the past, **the PURCHASER** had obtained from South Goa Planning and Development Authority the Development Permission No. SGPDA/2478/122899-2000 dated 13.10.1999; and also Licence No. A/130/04-05 (Ren.05-06) 23.11.2005 from Margao Municipal Council, for the construction of a commercial building in the subject land, but such building or any part thereof has not been constructed, so far; and the validity dates of the said Development Permission and that of the said Municipal Licence have long expired. In case, if any rights for renewal or revision or revival of the said Development Permission and/or Municipal Licence, are available to **the VENDOR**, the same stand transferred to **the PURCHASER**, by virtue of this Deed.

9. The market value of $\frac{1}{2}$ (half) ideal and undivided share in the land described in **SCHEDULE** hereinafter written, which


Mary Ann D'Cruz

share is sold under this Deed, is also Rs. 30,00,000/- (Rupees Thirty Lakhs Only).

10. The South Goa Planning and Development Authority has given its No Objection for the registration of this Deed.

SCHEDULE

(Description of the land hereby sold)

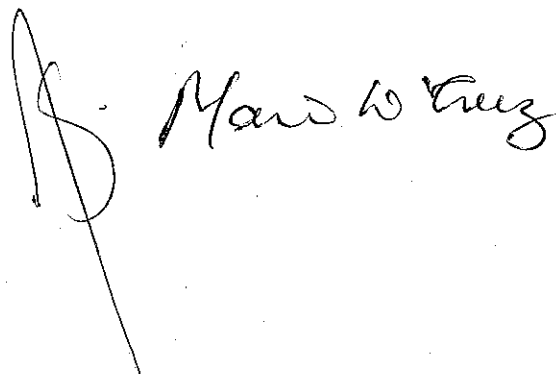
This is a distinct and separated part of the property denominated "CALCONDEM" or "CABECEIRA DE CALCONDEM" situated at Martires Dias Road, Margao, being the land, as a whole, described in the Land Registration Office under No. 23823 of Book No. B-61 of New Series, enrolled in the Matriz records under Nos. 2736 & 2378 and surveyed for the purpose of City Survey of Margao under Chalta Nos. 197 to 214, 251 and 252 of P. T. Sheet No. 231 and Chalta Nos. 1 to 5, 8 to 14, 775 and 776 of P. T. Sheet No. 239. The land hereby sold, which is a distinct part of the above said entire property is the one comprising of Chalta No. 14 of P. T. Sheet No. 239. This part of the land comprises of an area of 441 square metres and shown in the plans annexed hereto within red colour lines. This part of the property is bounded as under: -

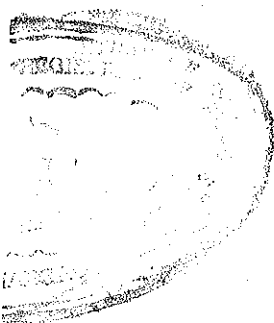
North: - By Chalta Nos. 8 to 15 of P. T. Sheet No. 239;

South: - By Public Road;

East: - By Chalta No. 16 of P. T. Sheet No. 239; and

West: - By Chalta No. 8 of P. T. Sheet No. 239.

 Manoj Cruz



A plan of the subject land of which half ideal and undivided share is hereby sold, in annexed hereto to form the integral part of this Deed, and in the said Plan the subject land is distinguished with red colour boundary lines.

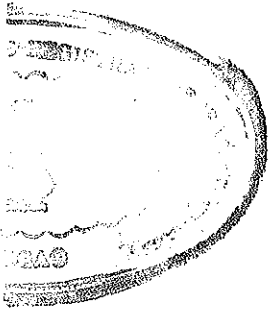
IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Deed on the day, month and year hereinabove mentioned.

SIGNED AND DELIVERED
by the **VENDOR**, within
named.



(Mario D'cruz alias Mario Jose Jesus De Piedade Sa D'Cruz)

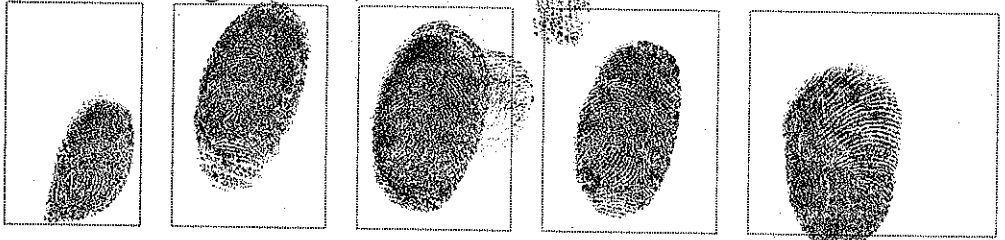
Mario D'cruz



Right Hand Finger Prints



Left Hand Finger Prints



Mario D'cruz

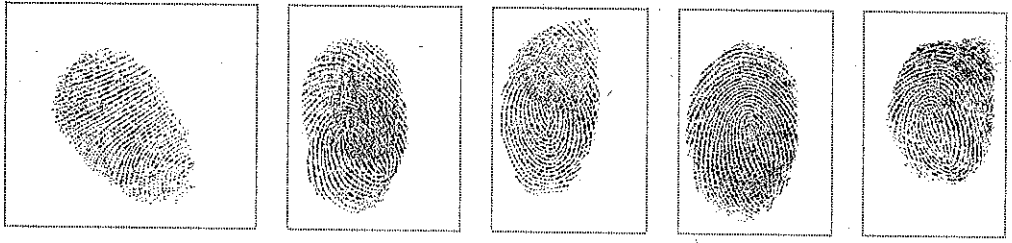
SIGNED AND DELIVERED
by the **PURCHASER**, within
named, through its within
named Director.



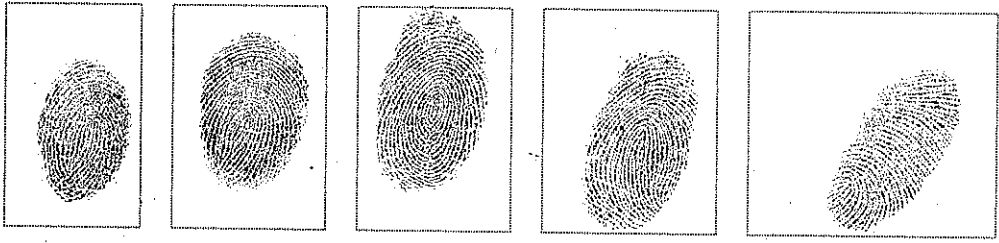
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(Avinash Sadanand Borker)
Director,
Akar Creations Pvt. Ltd.

Right Hand Finger Prints



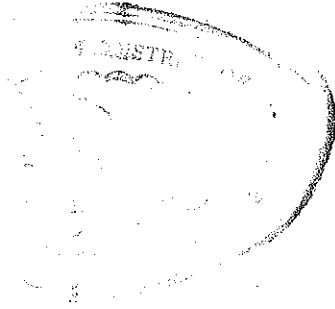
Left Hand Finger Prints

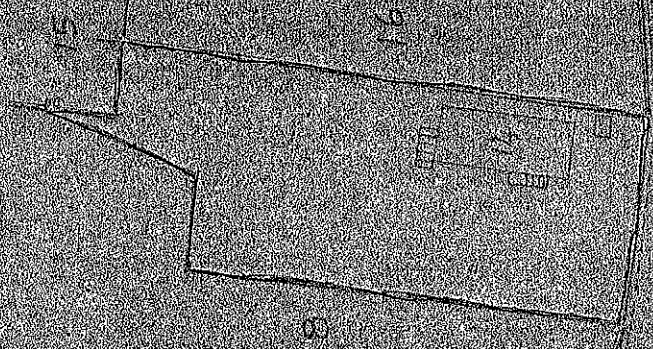


WITNESSES: -

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*

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Main W. Aug





Alford W. Aug

Page No. 344
of page 168 to 161
Book No. I Volume No. 2790
Date 16/01/2008
M
Sub-Inspector



Executing parties

1- M/s. Anar Creations Pvt. Ltd, having its registered office at off. A/10/1, Stadium, Fatorda, Margao, duly represented by its Director Shri Avinash Sadanand Borkar, of address - Shri Avinash Sadanand Borkar, aged 50 years, business man and Civil Engineer, married, Indian national, residing at P.M. Das Residency, Street 10, Jangam, Chafy Bords, Margao Goa.

executing party

admits execution of the so called

~~sale deed~~

AVINASH SADANAND BORKAR

Margao dated 21/12/2007

~~Sub-REGISTRAR
SALCETE~~



2-Mr. Mario Cruz alias Masio Jose
Jesus De Piedade Sr. Cruz
of late Dr. Luis Cruz aged 53
years. Advocate by habit, Indian National
executing party residing at Cruz Mansions
V. No. 2 Margao Goa.
admits execution of the so called
Sale deed

Mario Cruz



Shri Sanjit Dessai, Advocate,
Major of age, married, Indian
National, residing at Quepem

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

8/11/07

Margao dated 4/12/2007

SUB-REGISTRAR
SALCETTA

Certificate

No-objection certificate from SGPDA
has been submitted today vide letter No.
SGPDA/R/2478/2185/0708 dt. 4/12/07
Margao dated 9/1/2008

Registered No. 344
W page 115 to 161
Book No. 1 Volume No. 2190
Date 16/01/2008

SUB-REGISTRAR
SALCETTA

Sub-Registrar

