



गोवा GOA

Serial No. 4493 Place of Vendor: Panaji Date 24/9/12  
Value of Stamp Paper 1000/-  
Name of Purchaser Danda Sadasai  
Residence \_\_\_\_\_ Name of Father \_\_\_\_\_  
Purpose \_\_\_\_\_ Transacting Parties: \_\_\_\_\_

183555

Signature of Stamp Vendor  
Munim N. Karpurkar  
Serial No. ALSTPVT/0747/00

Signature of Purchaser



### DEED OF RELEASE CUM ASSIGNMENT OF RIGHTS

THIS DEED OF RELEASE CUM ASSIGNMENT OF RIGHTS is made at Panaji-Goa., on this 24<sup>th</sup> day of September, 2012.

*Piswaje*

*Manchori*

*Danda Sadasai* ....2/-



1.- SHRI. UMESH RANGSWAMY, son of Papa Rangswamy, 33 years of age, married, businessman, Indian National, resident of New Vaddem Vasco Da Gama Goa, hereinafter referred to as "THE RELEASOR/ASSIGNOR (Which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors, administrators, successors and assigns) OF THE FIRST PART;

AND

2.- SMT. SHARMILA DEVENDRA SARDESSAI, 43 years of age, wife of Shri. Devendra Sardesai, in service, Indian National, residing at UG-4, Phase IV, Building VII Kamat Classic, Caranzalem, Goa, hereinafter referred to as "THE FIRST RELEASEE/ASSIGNEE" (which expression shall unless repugnant to the context or meaning thereof shall include her heirs, successors, representatives, executors, administrators and assigns) OF THE SECOND PART.

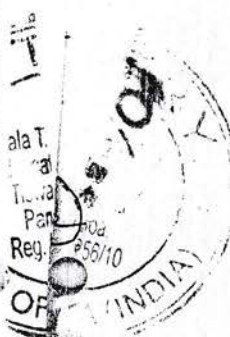
AND

3.- SHRI. DEVENDRA KASHINATHRAO SARDESSAI, son of late Mr. Kashinath Sardesai, 48 years of age, married, in business, residing at UG-4, Phase IV, Building VII Kamat Classic, Caranzalem, Goa, hereinafter referred to as "THE SECOND

*Rangswamy*

*Shardesai*

*J. D. Sardesai*



**RELEASEE/ASSIGNEE/FIRST CONFIRMING PARTY**  
(which expression shall unless repugnant to the context or meaning thereof shall include her heirs, successors, representatives, executors, administrators and assigns)  
**OF THE THIRD PART;**

**AND**

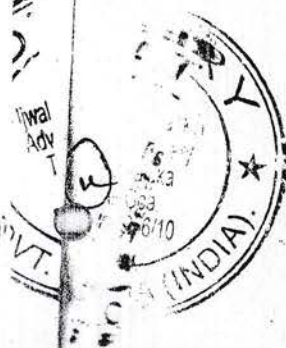
**4.- M/S SHARANG ENTERPRISES**, a duly registered Partnership firm represent by its partner **SHRI DEVENDRA KASHINATHRAO SARDESAI**, son of Kashinathrao Sardesai, Aged 48 years, married, having office at F9, 4<sup>th</sup> Floor, Campal Trade Center, Campal, Panjim, Goa., by virtue of Power of Attorney dated 2<sup>nd</sup> month of March 2010 executed before notary Shiv Prasad V Manerker, Panaji Registered under No 1390., hereinafter referred to as **"THE SECOND CONFIRMING PARTY"** (which expression shall unless repugnant to the context or meaning thereof, mean and include their respective heirs, successors, legal representatives, administrators and assigns ) **OF THE FOURTH PART;**

WHEREAS Second Confirming Party is absolute and lawful owners of plot B1 admeasuring 5798 square meters & plot B2 admeasuring 5797 square meters. situated at Chimbél Village, Tiswadi Taluka, bearing Survey No 54 Sub Division No.1 (part) of Village Chimbél, Tiswadi Taluka, situated within the jurisdiction of Village Panchayat of Chimbél, Registration Sub-District of Ilhas, District of North Goa, in the State of

*Ramang*

*Mandani*

*Sardesai*





Goa., hereinafter referred to as "Said Plots" which are a part or portion of original landed property admeasuring 17,392 square meters, together with structures standing thereon, known as "Goulem Bata", situated at Village Chimbél, Ilhas-Goa, described in the Land Registration Office of Ilhas under Description No. 15589 at page 63 overleaf of Book B-41 (new) and is enrolled in the Taluka Revenue Office under Matriz Predial No. 513 and 514, and is presently surveyed under Survey No. 54 Sub division No.1 (part) of Village Chimbél, of Tiswadi Taluka, hereinafter referred to as "Said Larger Property".

AND WHEREAS Releasor/Assignor and the Second Releasee/Assignee/First Confirming Party are Partners of a Partnership Firm M/s Sharang Enterprises i.e Second Confirming Party herein having office at AFF/9, 4<sup>th</sup> Floor Campal Trade Center Campal, Goa.,

AND WHEREAS Second Confirming Party has purchased Said Plots forming part of the Said Larger Property described in Schedule I hereunder written vide Deed of Sale dated 04/11/2010 and 28/10/2010 respectively; which Deeds are duly registered before the Sub-Registrar of Ilhas at Panaji-Goa.

AND WHEREAS after the Purchase of Said Plots the Releasor/Assignor and Second Releasee/Assignee/First Confirming Party vide Memorandum of Understanding dated 09/03/2011 duly executed and registered before

*Ramraj*

*Mudhai*

*S. S. S. S. S.*



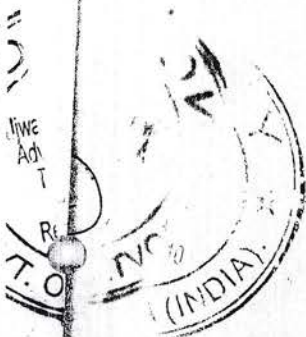
the Notary Public Shri. Shivprasad V. Manerkar of Panaji-Goa under No.2466 dated 19/03/2011 arrived at an understanding as to the mode, manner and the proportion in which the Releasor/Assignor and Second Releasee/Assignee/First Confirming Party shall develop and utilize Said Plots.

AND WHEREAS as per the aforesaid Memorandum of Understanding Second Releasee/Assignee/First Confirming Party was entitled to develop, enjoy, possess and carry out construction exclusively in Plot B1 and it was specifically agreed that the Releasor/Assignor shall not claim any right and interest whatsoever in the Said Plot B1 which is exclusively allotted to Releasee/Assignee/First Confirming Party. That Releasor/Assignor was entitled to develop, enjoy, possess and carry out construction and development exclusively in the part of Plot B2 admeasuring 775 square metres, undivided area of Plot B/2 which is show in red coloured outlines in the plan annexed to this Deed, which shall form integral part of the Deed, hereinafter referred to as "Said Portion" more particularly, described in Schedule II hereunder mentioned and Said Plot B2 is more particularly described in Schedule I hereunder mentioned. That it was further understood that Assignor/Releasor shall be entitled to utilize FAR of 880 square metres for the portion of land area allotted to him, which forms part

*Rowang*

*Maneri*

*Shardesai*





and parcel of undivided area in the said larger property of Plot B2.

AND WHEREAS as per aforesaid Memorandum of Understanding dated 09/03/2011 Releasee/Assignee /First Confirming Party undertook entire responsibilities viz (i) Releasee/Assignee/First Confirming Party paid the balance consideration, amount and dues payable to the Vendors and other parties with respect to Purchase of Said Plots (ii) It was the sole responsibility of Releasee/Assignee/First Confirming Party to settle/evict or to take appropriate legal proceedings against the encroachment existing in the Said Plots.

AND WEHREAS the Releasee/Assignee/First Confirming Party, the Assignor/Releasor and the Second Confirming Party vide Agreement For Development and Sale dated 07/12/2011 duly executed and registered before the Notary Public Smt. Ujwala Kouthankar of Panaji-Goa under No.196/AGR/2011 dated 07/12/2011 had entrusted "Said Portion" described in Schedule II hereunder mentioned to the First Releasee/Assginee for the purpose of carrying out development and construction in the Said Portion.

AND WHEREAS the Assignor/Releasee does not wish to retain "Said Portion" to himself and wish to Release and Assign all his rights, title, interest, benefits and claims in the Said Portion in favour of the First Releasee/Assignee and also desires to release, assign

*Ramang*

*Sham*

*J. Sardesai*



and transfer all his rights, title, interest, benefits, claims and liabilities except rights, title and interest in the "Said Portion" accruing in his favour in Said Plots B1 and B2 as per aforesaid Deed of Sale dated 28/10/2010 and 04/11/2010 in favour of the Second Releasee/Assignee/First Confirming Party for a total consideration of Rs.40,00,000/- (Rupees Forty Lakhs Only) and the Second Confirming Party consents and confirms this Deed of Release cum Assignment and the First Releasee/Assignee and Second Releasee/Assignee/First Confirming Party accepts the same.

**NOW THEREFORE THIS DEED OF RELEASE CUM ASSIGNMENT WITNESSETH AS UNDER :-**

- 1.- That in pursuance of the Said Agreement and in consideration of sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) paid by the First Releasee/Assignee and the Second Releasee/Assignee/First Confirming Party to the Assignor/Releasor in following manner:- (i) sum of Rs.5,00,000/- (Rupees Five Lakhs Only) vide Cheque bearing No.424335 dated 12/10/2011 drawn on Karur Vysya Bank, Campal, Panaji-Goa (ii) sum of Rs.5,00,000/- (Rupees Five Lakhs Only) vide Cheque bearing No.003465 dated 07/12/2011 drawn on Allahabad Bank, Panaji-Branch (iii) sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) vide Cheque bearing No.425671 dated 07/12/2011 drawn on Karur Vysya Bank, Campal, Panaji-Goa (iv) sum of

*Prasanna*

*Abraham*

*Abdarsai*





Rs.5,00,000/-(Rupees Five Lakhs Only) vide Cheque bearing No.233178 dated 11/06/2012 drawn on on Karur Vysya Bank, Campal, Panaji-Goa (v) sum of Rs.5,00,000/-(Rupees Five Lakhs Only) vide Cheque bearing No.000379 dated 30/07/2012 drawn on Karur Vysya Bank, Campal, Panaji-Goa and (vi) sum of Rs.5,00,000/-(Rupees Five Lakhs Only) vide Cheque bearing No.399277 dated 22/09/2012 drawn on Karur Vysya Bank, Campal, Panaji-Goa; the payment and receipt of the same is hereby acknowledged by the Assignor/Releasor and off and from the same discharges the First Releasee/Assignee and the Second Releasee/Assingee/First Confirming Party and the Assignor/Releasor do hereby forever and totally releases, surrenders, assigns, transfers all his rights, title, interest, benefits, claims and liabilities whatsoever in the "Said Portion" of land described in Schedule IV hereunder mentioned accrued in favour of Assignor/Releasor as per the Memorandum of Understanding dated 09/03/2011 and Deeds of Sale dated 28/10/2011 and 04/11/2011, in favour of and unto the First Releasee/Assignee along with all constructed/under construction structures/building standing thereon, for the First Releasee/Assignee to hold the same in eternity and forever and the Assignor/Releasor also do hereby releases, surrenders, assigns and transfers all his rights, title, interest, benefits, claims and liabilities in Said Plots B1 and B2

*Pswamy*

*Sham*

*Chandrasekhar*



as per aforesaid Deed of Sale dated 28/10/2010 and 04/11/2010 except rights, title and interest in the "Said Portion" accruing in his favour in favour of the Second Releasee/Assignee/First Confirming Party to hold the same for them in eternity and forever without any further claim, interruption from the Assignor/Releasor in whatsoever capacity.

2.- The Assignor/Releasor agrees and declares that all his rights and benefits under the said Memorandum of Understanding dated 09/03/2011 and Deeds of Sale dated 28/10/2010 and 04/11/2010 belonging to or available to the Assignor/Releasor to purchase and occupy the "Said Portion" and Said Plots will hereafter belong to and be available to the First Releasee/Assignee and the Second Releasee/Assignee/First Confirming Party.

3.- The Assignor/Releasor assure the First Releasee/Assignee and the Second Releasee/Assignee/First Confirming Party that he has not created any charge or lien on the Said Portion and the Said Plots and the same is free from any encumbrances. The Assignor/Releasor has on this date of signing of this Deed handed over to the First Releasee /Assignee possession of Said Portion described in Schedule II hereunder mentioned in view of surrendering releasing of all his rights and interest in the said portion of land

Rsway

Sham

Abardesai



to the First Releasee/Assignee on having received the total amount of the stipulated consideration.

4.- The Assignor/Releasor shall be liable to safeguard title and possession of the First Releasee/Assignee and Second Releasee/Assignee/First Confirming Party and to compensate, indemnify and/or reimburse the First Releasee/Assignee and Second Releasee/Assignee/First Confirming Party for loss which they may suffer or sustain due to material suppression or mistake of acts or non compliance of his obligation on the Part of the Assignor/Releasor in this transaction if any.

5.- The Assignor/Releasor declares that on signing of this Deed he surrenders, releases and assigns in favour of the First Releasee/Assignee and Second Releasee/Assignee/First Confirming Party all his rights, title, benefits, claims and interest he had in the Said Portion of land and Said Plots whatsoever and shall hence forth will not have any sort of claim against the Releasee/Assignee and Second Releasee/Assignee/First Confirming Party with respect to Said Portion and the Said Plots as the Assignor/Releasor has been fully and totally settled and paid off in full consideration by the First Releasee/Assignee and Second Releasee/Assignee/First Confirming Party and any sort of claim against the First Releasee/Assignee and Second Releasee/Assignee/First Confirming Party by the

*P. Swamy*

*Sham*

*M. S. Sanderai*



Assignor/Releasor from the date of signing of this Deed shall be void ab initio.

6.- The Assignor/Releasor on date of the signing of this Deed shall hand over all original documents, papers, Certificates, etc. relating to the said Portion and Said Plots to the First Releasee/Assignee.

7.- The Assignors/Releasors declare and confirm that said Portion being absolutely in possession of the Assignor/Releasor and that the Assignors/Releasor has not created any gifts, lease, charges or encumbrances on the said Portion in favour of any person and no other person/s have any right, title and interest of any nature whatsoever therein.

8.- The First Confirming Party and the Second Confirming Party confirms and consents to this Deed and shows their acceptance by signing this Deed.

SCHEDULE - I

(Description of the "Said Larger Property")

ALL THAT said original landed property, admeasuring 17,392sq. mts. together with structures thereon, known as "Goulem Bata", situated at Chimbel, Ilhas, Goa, which is described in the land Registration office of Ilhas under Description No.15589 at page 63 overleaf of Book B-41 (new), and is enrolled in the Taluka Revenue Office under Matriz Predial No.513 and

*Poway*

*Shan* *Shardesai*



:12:

514, and is presently surveyed under Survey No.54, Sub- Division No. 1 (part) of village Chimbél, of Tiswadi Taluka, within the limits of the village Panchayat of Chimbél, of Tiswadi Taluka, of the Registration Sub-District of Ilhas, District of North Goa, in the State of Goa., and bounded as follows-

- |                          |   |
|--------------------------|---|
| On or towards the North- | By plot A of the same property, allotted and now belonging to Smt. Pramavati Tarcar;  |
| On or towards the South- | By property bearing survey No. 52;  |
| On or towards the East-  | By Chimbél- Ribandar Road; and  |
| On or towards the West-  | By Paddy field of Camilo Barbeiro of Chimbél, and by the paddy field of the Goldsmith, Waman Shety of Ponda, and by the paddy field of the Comunidade of Chimbél; |

SCHEDULE-II

(Description of Said Plot B1)

ALL THAT piece and parcel of freehold vacant independent plot of land, bearing Plot No.B-1,

*R. S. W. S.*

*J. M. S.* *J. M. S.*

:13:

admeasuring 5,798 square metres, together with structures thereon, situated at within the jurisdiction of Village Chimbél, Ilhas, Goa, which itself is a part or portion of the Said Larger Property, known as "Goulem Batta" described in Schedule-I mentioned above, and is presently surveyed under No.54/1 (part) of Village Chimbél, Taluka Tiswadi, Registration Sub-District of Ilhas, District of North Goa, in the State of Goa and is bounded as under:-

On or towards the North:- By Plot B-2 of the Said Property;

On or towards the South:- By Property bearing S.No.53/3;

On or towards the East:- By Chimbél- Ribandar Road; and

On or towards the West:- By property bearing S.No.51/1.

SCHEDULE-III

(Description of Said Plot B2)

ALL THAT piece and parcel of freehold vacant independent plot of land, bearing Plot No.B-2, admeasuring 5,797 square metres, together with structures thereon, situated at within the jurisdiction of Village Chimbél, Ilhas, Goa, which itself is a part or portion of the Said Larger Property, known as "Goulem

*Ramona*

*Jan*

*J. B. D. S. S.*



Batta" described in Schedule-I mentioned above, and is presently surveyed under No.54/1 (part) of Village Chimbél, Taluka Tiswadi, Registration Sub-District of Ilhas, District of North Goa, in the State of Goa and is bounded as under:-

- On or towards the North- By Plot B-3 of the Said Property;
- On or towards the South- By Plot B-1 of the Said Property;
- On or towards the East- By Chimbél- Ribandar Road; and
- On or towards the West- By property bearing S.No.52.

#### SCHEDULE-IV

#### (Description of Said Portion)

ALL THAT portion of land admeasuring 775 square metres, forming part of the Plot No.B-2, admeasuring 5,797 square metres, together with structures thereon, situated at within the jurisdiction of Village Chimbél, Ilhas,Goa, which itself is a part or portion of the Said Larger Property, known as "Goulem Batta" described in Schedule-I mentioned above, and is presently surveyed under No.54/1 (part) of Village Chimbél, Taluka Tiswadi, Registration Sub-District of

*R. S. G. S.*

*J. S. S.*

*J. S. S.*

AR  
K. S. S.  
No. 256/10

:15:

Ilhas, District of North Goa, in the State of Goa and is bounded as under:-

North:- By Plot B/3 of the said property;

South:- By part of Plot B/1 of the said property;

East: By Part of the same plot;

West: By Property bearing Survey No.52.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day, month and year first hereinabove mentioned.

Signed and Delivered in the presence

of witnesses by the Parties

of the First Part

THE RELEASOR/ASSIGNOR

*Rangswamy*



SHRI. UMESH RANGSWAMY  
(Pan Card No. ARCPD03719)

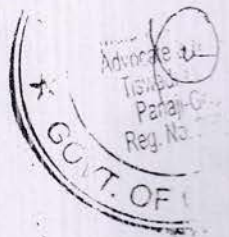
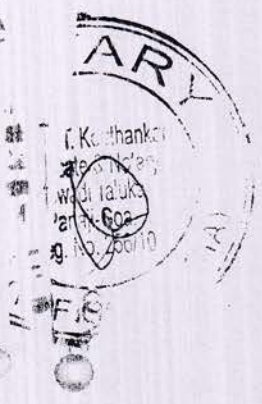
Signed and Delivered in the presence

of witnesses by the Parties

of the Second Part

*Shan*

*Shardesai*





THE FIRST RELEASEE/ASSIGNEE

J. Sardesai



SMT. SHARMILA DEVENDRA SARDESSAI

Signed and Delivered in the presence  
of witnesses by the Parties  
of the Third Part

"THE SECOND RELEASEE/ASSIGNEE/FIRST  
CONFIRMING PARTY"

J. Sardesai



SHRI. DEVENDRA KASHINATHRAO SARDESSAI,

Signed and Delivered in the presence  
of witnesses by the Parties  
of the Fourth Part

"THE SECOND CONFIRMING PARTY"

M/S SHARANG ENTERPRISES,

a duly registered Partnership firm

represent by its partner

J. Sardesai



SHRI DEVENDRA KASHINATHRAO SARDESAI,

J. Sardesai

J. Sardesai

P. Sanyal

AR

1. K. Shankar  
2. P. Sanyal  
3. J. Sardesai  
4. J. Sardesai  
5. J. Sardesai  
6. J. Sardesai  
7. J. Sardesai  
8. J. Sardesai  
9. J. Sardesai  
10. J. Sardesai

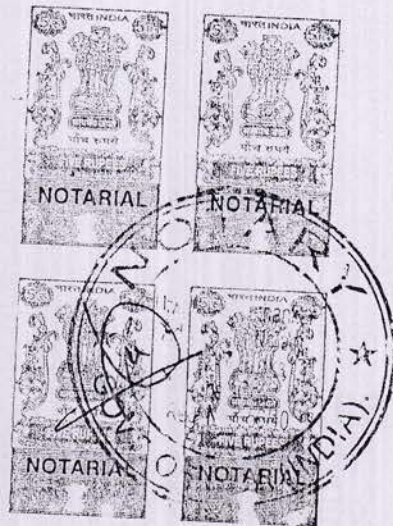
Witnesses:-

1. Shri. Sandesh C. Anabelkar Parsekar

Supriya Parsekar Parsekar

2. \_\_\_\_\_ Anand Anandessi  
Pargya

EXECUTED BEFORE ME  
WHICH I ATTEST



Ujjwala Kouthankar  
UJJWALA KOUTHANKAR  
B.A. LL.B.  
ADVOCATE

Reg. No. 326/AGR/2012  
Dt. 24/9/2012