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	THIS DEED OF SALE is made at Panjim on this day
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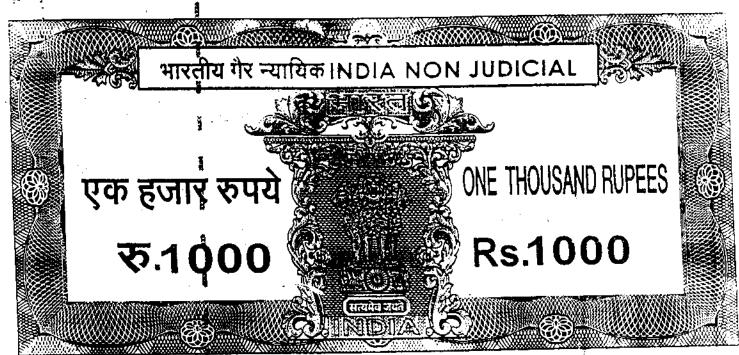
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### **BETWEEN**

1. M/S. DEMPO PROPERTIES & INVESTMENTS PVT.

LTD., a company registered under the companies Act 1956, and having its registered office at Casa Dempo, M. G Road, Panaji -

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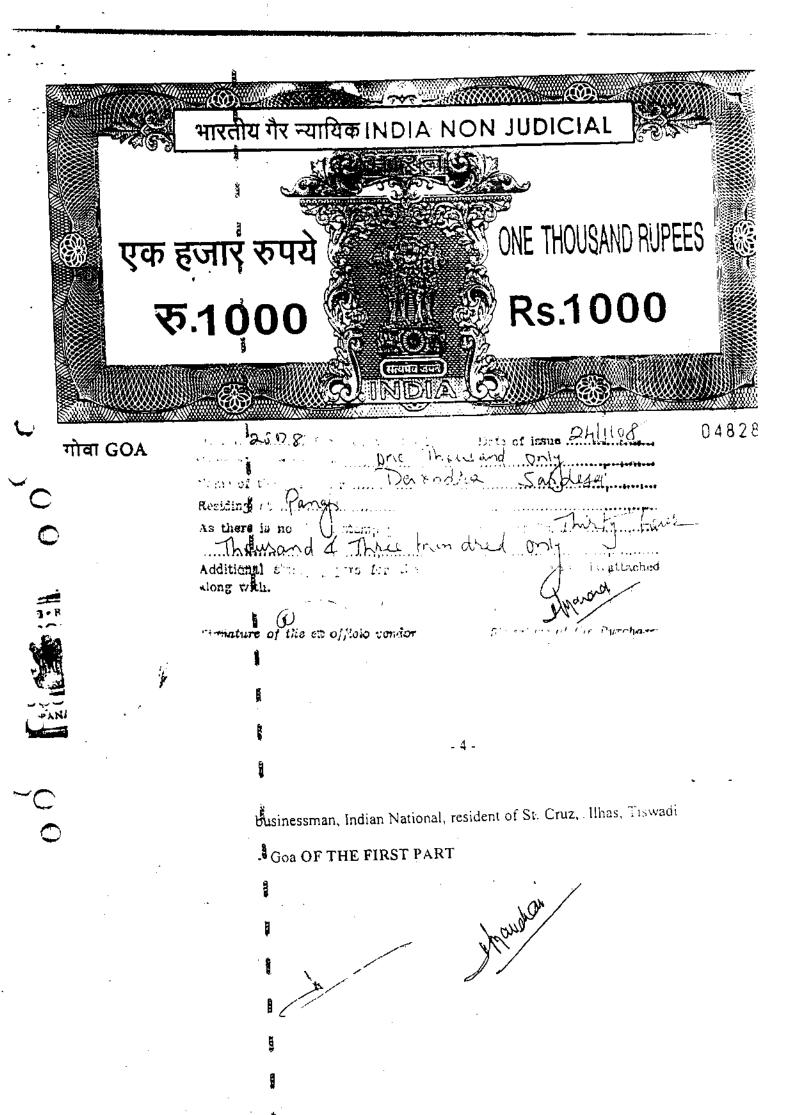
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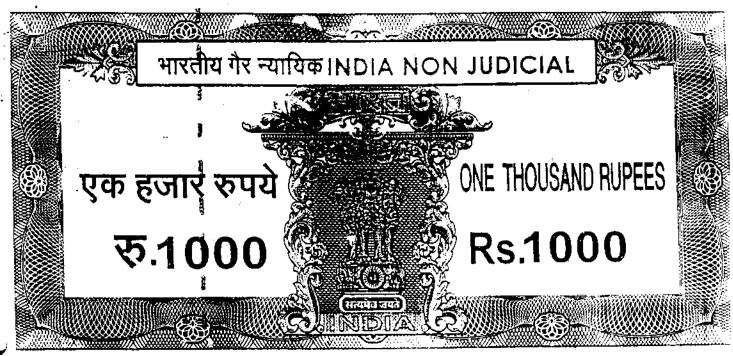
Goa hereinafter referred to as THE VENDOR (which expression stall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators, executors and assigns) represented in this act by its Chairman, SHRI VISHNU V. DEMPO, son of Late Vithal V. Dempo, major, married,

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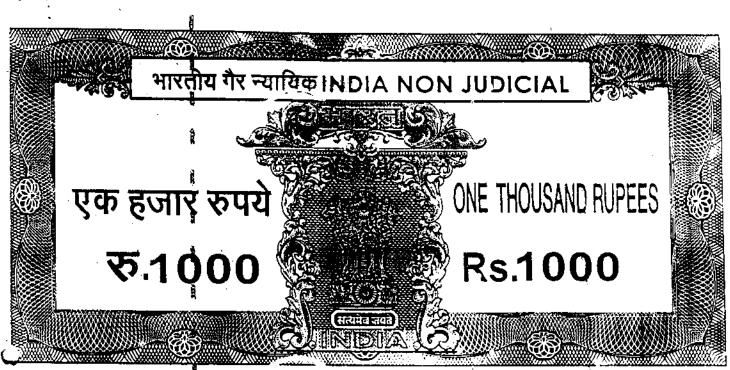
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AND

M/S. SHARANG CONSTRUCTION being represented by its proprietor SHRI. DEVENDRA R. SARDESAI, son of late Adv. Kashinathrao Sardesai, major of age, Indian National,

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Resident of U/G/4, Phase 4 Bldg. No. 7, Kamat Classic.

Rearanzalem, Tiswadi – Goa, hereinafter referred to as THE

RURCHASER (which expression shall unless repugnant to the

context or meaning thereof be deemed to mean and include his

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Rs. 100

ONE HUNDRED RUPEES

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heirs, successors representatives, administrators, executors and assigns) OF THE SECOND PART.

WHEREAS the VENDOR is the owner in title and possession of a huge property known as "Odlem Batta", with the hill, situated at

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**Rs. 100** ONE

HUNDRED RUPEES

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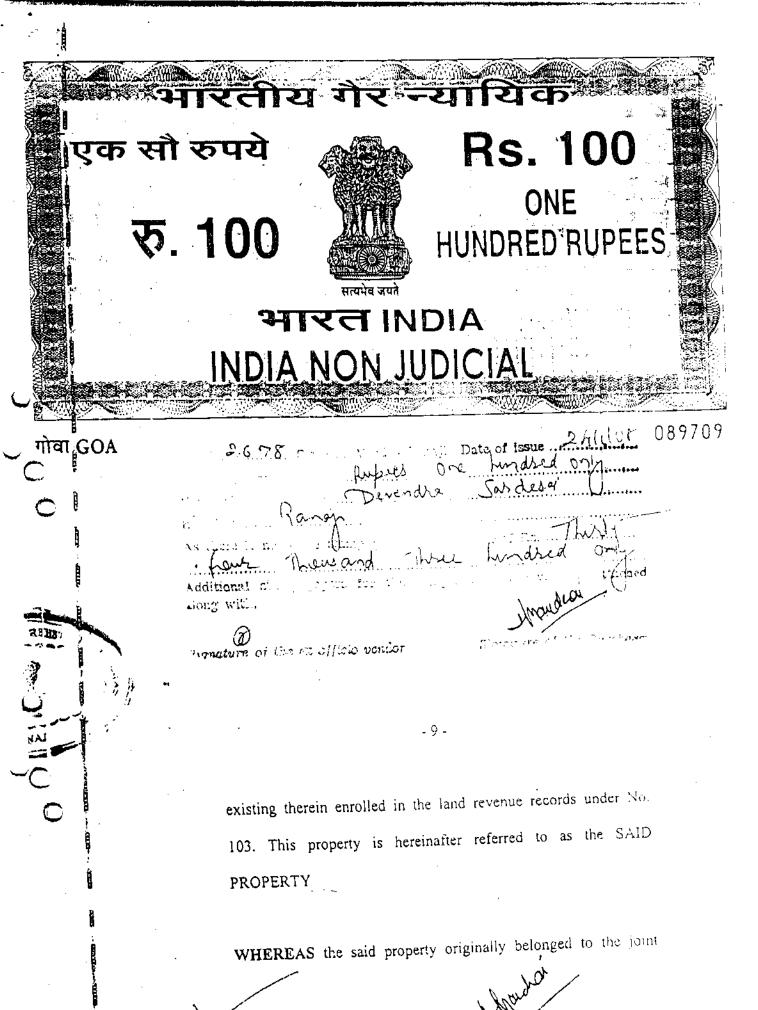
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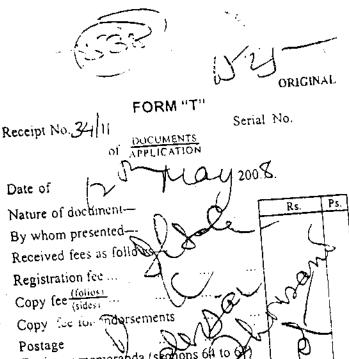
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Calapur (Santa Cruz), Santa Cruz Panchayat area, sub-District of Ilhas, District of Goa, described in the Land Registration office of the Judicial Division of Ilhas of Goa under No. 1704 of book B-5, new, and enrolled in the land revenue records under No. 299 in the Revenue Office of Ilhas of Goa, inclusive the house property

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Registration fee ... Copy (ce (folios) ... Copy fee to: Indersements Postage Copies or memoranda (stor Searches of inspection Fines Section 25 Section 34 Certified copies (section 5 %) follos Other fees and pay Item (on rever Total The documents will be ready on

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Please send the documents by registered post to the person named

below:

Presenter:

family or to Sociedade Familiar do Dempo and is inscribed in favour of said joint family or Sociedade Familiar de Dempo in the Land Registration office/conservatoria.

WHEREAS the said family or society was dissolved by a Deed of Dissolution dated 6<sup>th</sup> May 1967 registered before the Notary Dr. Fernando Jorge Colaco in his book No. 590 at pages 77 reverse and thereby the said property described above got vested in the family members comprising Sociedade Familiar do Dempo.

WHEREAS the said family members assigned their rights in the said property to or in favour of the VENDOR—i.e. M/s Dempo Properties and Investments Pvt. Ltd., by a Deed of Assignment dated 6/5/1967 duly registered on 8/6/1967 before the Sub — Registrar of Ilhas at Panaji under No. 569 at pages 132 to 165 of Volume 26 of Book No. 1 of the year 1967 whereby the VENDOR M/s. Dempo Properties and Investments Pvt. Ltd. came to own and possess the said property amongst other properties.

WHEREAS by Deed dated 22<sup>nd</sup> March 1973, the VENDOR Miss.

Dempo Properties and Investments Pvt. Ltd. have sold unto Miss.

ZUARI REAL ESTATE CO PVT. LTD, the said property

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referred to above and the said deed is registered on 22/2/1978 under No. 101 at pages 48 to 69 of Book No. 1 Volume 125.

WHEREAS under the scheme of Amalgamation sanctioned by the order of the Hon'ble High Court of Bombay at Panaji on 19/10/2001, the two companies which were 100% subsidiary companies of M/s. Dempo Properties and Investments Pvt. Ltd. namely M/s. Zuari Real Estate Co. Pvt. Ltd. and M/s. Siridian Estate Pvt. Ltd. have been amalgamated with the M/s. Dempo Properties & Investments Pvt. Ltd. i.e. the VENDOR abovenamed by virtue of which all the assets and liabilities of the subsidiary companies stands transferred and vested with M/s. Dempo Properties and Investments Pvt. Ltd. Therefore by virtue of Amalgamation order of the Hon'ble High Court of Bombay the said property now belongs to the VENDOR abovenamed.

WHEREAS the VENDOR is the exclusive owner in title and possession of the SAID PROPERTY more specifically described hereinabove.

WHEREAS vide Agreement for Sale cum-development executed between the VENDOR and the PURCHASER on 10/11/2006, the PURCHASER has agreed to develop a part of the SAID

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PROPERTY either by constructing commercial and residential buildings and all other assential amenities or Row Houses or by sub dividing the same into glots entirely or partly as per the convenience and suitability of the PURCHASER and the PURCHASER had also agreed to the VENDOR to purchase a piece and parcel of land carved cut from the SAID PROPERTY comprising an area of 2865 sq. mtrs. along with the area shown adjacent to the plot measuring  $127 \times 6 = 144$ , which is 906 sq. mtrs, which will be utilized as an access exclusively by the PURCHASER for the construction of the project and the PURCHASER shall not have any objection in near future for the use of the access if requested by the VENDOR on their representative and the Village Panchayat of Calapur. The total area comes to 2865 + 906 = 3771 sq. mtrs., situated at Calapur, Goa bearing Survey No. 81/1 of Calapur Village which is more particularly described in Schedule I herein below written and delineated in red colour boundary mark on the plan annexed hereto which hereinafter shall form and integral part of this deed on AS IS WHERE IS AND WHAT IT IS BASIS which shall hereinafter be referred to as the SAID PLOT for a total sum consideration of Rs. 17,09,500/- (Rupees seventeen lakhs nine thousand five hundred only).

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WHEREAS the VENDOR is willing to sell the SAID PLOT to the PURCHASER and the PURCHASER is willing to purchase the SAID PLOT on as is WHERE IS BASIS AND WHAT IT IS BASIS for the total sum consideration of Rs.17, 09,500/- (Rupees seventeen lakks nine thousand five hundred only).

and understood all the relevant title documents proving the title of the VENDOR to the said plot and it marketability before the execution of Agreement for Sale cum Development dated 10/11/2006.

### NOW THIS DEED OF SALE WITNESSETH AS UNDER ;-

Development dated 10/11/2006 and in consideration of the price of Rs.17, 09,500/- (Rupees seventeen lakhs nine thousand five hundred only) as full and final payment, the receipt of which sum the VENDOR hereby admit and acknowledge, the VENDOR hereby convey, transfer unto the PURCHASER by way of Sale the SAID PLOT admeasuring an area of 2865 + 906 = 3771 sq. mtrs. bearing Survey No. 81/1 of Village Calapur, Tiswadi Goa,

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and enrolled in the Land Revenue Record under No. 299 of Village Calapur and more particularly described in Schedule I hereunder, written absolutely and forever together with all easements liberties, privileges and appurtenances whatsoever to the said plot belonging of any way appertaining of reputed to belong or be appurtenant thereto AND ALL the right, estate, title, interest, claim. Demand and advantages whatsoever of the VENDOR in the said plot hereby conveyed and every part thereof to have and to hold the same unto and to the PURCHASER absolutely and forever.

- 2. The total consideration is paid at the request of the VENDOR as under:
- a) Cheque bearing No. 794874 dated 14/07/2004 for Rs. 2,00,000/- (Rupees Two Lakhs Only) drawn on Karnataka Bank.
- b) Cheque bearing No. 449944 dated 10/07/2005 for Ps.3,00,000/- (Rupees Three Lakhs only) drawn on HDFC Bank.
- c) Cheque bearing No. 460593 dated 05/12/2005 for Rs. 3,00,000/- (Rupees Three Lakhs Only) drawn on Canara Bank.

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- d) Cheque bearing No. 727155 dated 02/01/2005 for Rs.2,00,000/- (Rupees Two Lakhs only) drawn on Canara Bank.
- e) Cheque bearing No. 5619450 dated 30/01/2007 for Rs. 3, 54,000/- (Rupees Three Lakhs Fifty Four Thousand Only) drawn on HDFC Bank.
- f) Cheque bearing No. 850403 dated 19/11/2007 for its. 3,00,000/- (Rupees Three Lakhs only) drawn on Canara Bank.
- g) D.D. bearing No. 087746 dated 18/01/2008 for Rs. 49,000/- (Rupees Forty Nine Thousand only) drawn on Canara Bank Panaji.
- h) Rs. 6500/- (Rupees Six Thousand Five Hundred only) by cash acknowledged by Receipt No. 152 dated 19/01/2008 by M/s. Dempo Properties & Investments Pvt. Ltd.
- 3. The VENDOR hereby convent with the PURCHASER that notwithstanding any act or deed by the VENDOR they, at all material time had and now have, good right, full power and absolute authority to transfer their right, title and interest in the said plot hereby conveyed unto the PURCHASER by way of Sale

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and that the PURCHASER may at all time hereinafter own, whole, occupy posses and enjoyed the said plot conveyed as their own.

- 4. The said plot shall be held and enjoyed by the PÜRCHASER without any interruption or disturbance whatsoever by the VENDOR or any other person acclaiming under, through or in trust ifor them or any one of them and that the PÜRCHASER is put in physical possession of the said plot on the date of the signing of this deed
  - attachedment, previous agreement, mortagage, contractual agreement, contract, collaterals, demands, liens, injunction, executive demand etc. on the said plot and that the said plot are not subject to any notice or scheme or notification of proceeding under the Land Acquisition Act or requisition Administration of Revenue Properties Act or any other claims, demands, charges, penalty by any statutory authorities.
    - 6. The VENDOR further convenent with the PURCHASER that any claim in further by any person, whomsoever, as against the said plot shall be settled by the VENDOR alone and the

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PURCHASER shall be kept indemnified against third party claims as against the said plot.

- The VENDOR covenant that there are no pending taxed or any other dues payable to any public authorities in respect of the said plot. The PURCHASER shall hereafter pay all the taxes, cesses, assessments, dues, duties, fines and penalties that may be levied or imposed upon the said plot by the local authority, Government other authorities like the State Taxation Department etc. from time to time.
  - 8. The said plot better decribed in Schedule I hereby conveyed is free from any encumbrances whatsoever.
  - 9. The VENDOR agree and under take to do or cause to be done, from time to time, at the cost of the PURCHASER all such further act, deeds and things as may be reasonably required for the purpose of more perfectly conveying, transferring and assuring to the PURCHASER the said plot.
    - The PURCHASER is hereby indemnified and absolutely kept indemnified by the VENDOR at any cost or damaged whatsoever on account of any defect in the title to "the said plot"



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- better described in Schedule i or any part thereof or any other reason attributable to the VENDOR.
  - 11. The VENDOR do hereby covenant to give the no objection to the Notice in Form No. X and/or XII that will be issued by the Talethi concerned, as required under the Land Revenue Code, at the time of carrying out the mutation.
  - 12. The said plot though admeasures 2865 + 906 = 3771; sq.mts., and L accordingly shown as such in the survey Record.
  - 13. The said plot is shown in red coloured boundary line in plan annexed to this Deed.
  - 14. The fair market price of the said plot is Rs. 17, 09,500/- and it is conveyed for the same price i.e. Rs. 17, 09,500/- only. The Deed of Sale is executed on the stamp paper of Rs.34, 300/- only which is paid by the PURCHASER.

#### SCHEDUE 1

All that piece and parcel of a plot of land carved out in the portion of the SAID PROPERTY which portion admeasures an

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area of 2865 + 906 = 3771 sq. mtrs. situated in Survey No. 81/1 of Village Calapur, Tiswadi Taluka—and delineated in red colour on the plan annexed hereto and called as the "SAID PLOT" situated in Santa Cruz Panchayat area, Sub-District of Ilhas, District of Goa, described in the Land Registration office—of the Judicial Division of Ilhas of Goa under No. 1704 of book is a new enrolled in the land revenue records under No. 299 in the Revenue Office of Ilhas of Goa. The said plot is bounded by the

On the North: By remaining part of the property S. No. 81/1, Plot P7, access road.

On the South: By 10 M R/W Road, S. No. 92 of the same Village Calapur.

On the East : By Plot No. M6 & S. No. 81/1 (P) of Calapur Village.

On the West : By S. No. 86 of Calapur Village.

IN WITNESS WHEREOF THE PARTIES herein have signed this deed of sale on the date and place mentioned hereinabove.

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SIGNED SEALED AND DELIVERED

BY THE WITHNAMED VENDOR

M/S DEMPO PROPERTIES & INVESTMENTS

PVT. LTD represented herein by its Chairman

SHRI VISHNUM, DEMPO

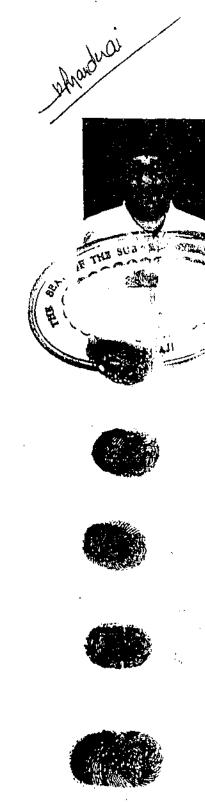


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SIGNED SEALED AND DELIVERED

BY THE WITHNAMED PURCHASER

M/S. SHARANG CONSTRUCTION



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