

BETWEEN

- 1.A) MR. CARLOS VIEGAS, son of late Minguel Viegas, aged 62 years, married, businessman, Indian National, having PAN NO ADGPV4988D, and his wife;
- 1.B) MRS.ANA QUITERIA FERNANDES, wife of Mr.Carlos Viegas, aged 61 years, occupation house wife, Indian National, having PAN No. AACPF0968L both residing at H.No E- 442, Vodlem Bhat, Taleigao, Ilhas, Goa hereinafter referred to as "THE VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, nominees, successors, administrators, executors, legal representatives and assigns) OF THE FIRST PART.

AND

M/S DEVASHRI REAL ESTATE DEVELOPERS, a Partnership Firm duly registered as per the Indian Partnership Act, having its registered office at Dempo House, Campal, Panaji, Goa and its Administrative Office at 710-712, Seventh Floor, Dempo Towers, Patto, Panaji, Goa, having Permanent Account No.AABFD2012N represented in this act .by its MANAGER(LIASION) namely SHRI. NANDAN KAMAT HELEKAR, son of late Dr. Govind Kamat Helekar, aged 35 years, married, service, Indian National, resident of Govind Bhuvan, Chinchwada, Chimbel- Goa, in his capacity as the constituted attorney of the said firm by virtue of the Power of Attorney dated 24.11.2006 executed before the Notary of Panaji, Smt.Kishori N. Fugro by its Managing Partner SHRI.SHRINIVAS V. DEMPO, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to

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the context or meaning thereof, be deemed to mean and include its Partner or Partners for the time being, their respective heirs, nominees, successors, administrators, executors and assigns) **OF THE SECOND PART.**

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AND WHEREAS

There exists in the Village of Taleigao of Tiswadi Taluka, a property known as "**FOTTEMBATA**" situated at ward Bodiembhatt of the said Village, having an area of **3732 sq mtrs** and surveyed under new Survey No. 172/15, of Village Taleigao of Tiswadi Taluka which corresponds to old Cadastral survey No 524 and which is situated at Taleigao Village, Tiswadi Taluka, District of North Goa in the State of Goa and shall hereinafter be referred to as the SAID PROPERTY which is more particularly described in SCHEDULE I. The SAID PROPERTY is described in the Land Registration office of Ilhas under No. 1369 of Book B (28) old, however it is not enrolled in Taluka Revenue office for the purpose of Matriz Predial and is marked in red colour boundary line in the plan annexed to this deed.

WHEREAS the SAID PROPERTY originally belonged to one Mr. Miguel Jose Albino Maria Das Dores Mendonca and his wife Mrs. Sebastiana Escolastica Beatriz Nunes Mendonca alias Beatriz Mendonca both residents of Taleigao, Ilhas Goa.

AND WHEREAS upon the death of Mr. Miguel Jose Albino Maria Das Dores Mendonca which occurred in the year 1971, his widow the said Sebastiana Escolastica Beatriz Nunes Mendonca filed Inventory proceedings in the Court of the Civil Judge Senior Division at Panaji bearing No 46/75 to partition all the properties left behind by the said deceased among his legal heirs i.e. between the said widow and their only son, Mr. Mario Miguel Jeronimo Das Dores Mendonca.



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AND WHEREAS in the said Inventory proceedings all the assets were partitioned and or allotted between the said widow of the deceased i.e. Sebastiana Escolastica Beatriz Nunes Mendonca and his only son Mario Miguel Jeronimo Das Dores Mendonca.

AND WHEREAS the SAID PROPERTY was enlisted as item No 33 in the said Inventory proceedings and the same came to be allotted to the son of the said deceased, Mr. Mario Miguel Jeronimo Das Dores Mendonca.

AND WHEREAS Mr. Mario Miguel Jeronimo Das Dores Mendonca expired on 1.12.2002 leaving behind only son Mr. Michael Dos Does De Mendonca.

AND WHEREAS a Deed of Succession and qualification of heirs was executed upon the death of Mario Miguel Jeronimo Das Dores Mendonca to declare the legal heirs of the said deceased. The said deed of succession and qualification of heirs is registered in the office of the Sub-Registrar of Ilhas at Panaji under No 681 dated 21/12/2003. In the aforesaid deed of Succession, Mr. Michael Dos Does De Mendonca and Mrs. Ana Artemisia Teles e Mendonsa alias Anita Teles e Mendonsa were qualified as the legal heirs of Late Mario Miguel Jeronimo Das Dores Mendonca.

AND WHEREAS Mr. Michael Dos Does De Mendonca and his mother Mrs. Ana Artemisia Teles e Mendonsa became the absolute owners of the SAID PROPERTY.

AND WHEREAS in terms of Deed of Sale dated 17.4.2008, duly registered in the office of the Sub-Registrar of Ilhas at Panaji Goa under No 1357 at pages 73 to 95 of Book No 1, Volume No.1953 dated 29.4.2008, Mr. Michael Dos Does De Mendonca and his mother Mrs. Ana Artemisia Teles e Mendonsa sold and transferred a

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portion of the SAID PROPERTY admeasuring an area of 2000 sq mtrs to the VENDOR NO 1. Thus the VENDOR No.1 became the absolute owner and in possession thereof of the said plot admeasuring in all 2000 sq mtrs. The said plot admeasuring 2000 sq mtrs is bounded as follows:-

On or towards the North: -

Partly by proposed 6 meter wide access and partly by remaining part of the said BIGGER PROPERTY surveyed under No 172/15.

On or towards the South: -

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By properties surveyed under No 189/1, 2 and 3.

On or towards the East: -

Partly by property surveyed under No 172/15 and partly by property surveyed under No 172/19 of the said Village and

On or towards the West: -

By property surveyed under No 171/6.

AND WHEREAS in terms of Deed of Sale dated 28th July 2009 duly registered in the office of the Sub-Registrar of Ilhas at Panaji Goa under No 1973 at pages 225 to 252 of Book No 1, Volume No. 2113 dated 5.8.2009. Mr. Michael Dos Does De Mendonca and his mother Mrs. Ana Artemisia Teles e Mendonsa sold and transferred the remaining portion of the SAID PROPERTY admeasuring an area of 1732 sq mtrs to the VENDOR NO 1. Thus the VENDOR NO 1 became the absolute owner in possession, occupation and enjoyment of the said plot admeasuring in all 1732 sq mtrs. The said plot admeasuring 1732 sq mtrs is bounded as follows:-



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On or towards the North: -

By road earlier surveyed under survey No 172/12 and 14 of Village Taleigao, Tiswadi Taluka.

On or towards the South: -

By remaining part of the property surveyed under No 172/15 owned by Mr Carlos Viegas.

On or towards the East:-

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By survey No 172/16 and 172/17 and

On or towards the West: -

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By sub-division nos. 6 and 7 of survey no 171.

AND WHEREAS the VENDORS declare to the PURCHASER that out of the total area of 3732 sq mtrs of the SAID PROPERTY there exists 2 No of houses bearing House No.106 and House No 138. House No. 106 is occupied by the heirs of Late Minguel D'souza and House No. 138 is occupied by Smt. Rosaria D'souza.

AND WHEREAS upon the execution of the Deed of Sale dated 17.4.2008 and Deed of Sale dated 28.7.2009, the VENDOR NO1 herein and Vendors therein in the aforesaid Deed of Sale realized that Ms. Cibelle Ana Agusta Miranda who was a necessary party by inadvertence was not made a party to the aforesaid two Deed of Sale.

AND WHEREAS in terms of Deed of Rectification and Ratification dated 15.10.2010 executed before the Sub-Registrar of Ilhas at

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Panaji under Book -1, Registration No. PNJ-BK1-03005-2010 CD Number PNJD3 dated 18.10.2010 the said Ms Cibelle Ana Agusta Miranda confirmed the execution of Deed of Sale Dated 17.4.2008 and has conveyed her share in favour of VENDOR NO 1A herein.

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AND WHEREAS in terms of Deed of Rectification and Ratification dated 15.10.2010 executed before the Sub-Registrar of Ilhas at Panaji under Book- 1, Registration No. PNJ BK1 03004-2010, CD Number PNJD3, dated 18.10.2010, the said Ms Cibelle Ana Agusta Miranda confirmed the execution of Deed of Sale Dated 28.7.2009 and has conveyed her share in favour of VENDOR NO 1A herein.

AND WHEREAS VENDORS who are husband and wife thus became the absolute owners in possession of the SAID PROPERTY described in SCHEDULE I.

AND WHEREAS the VENDORS declare to the PURCHASER that they are selling the SAID PROPERTY admeasuring an area of 3732 sq mtrs which is more particularly marked in red colour boundary line in the plan annexed to this deed.

The VENDORS do hereby confirm, warrant, declare and represent to the PURCHASER herein as under:-

(i) That the SAID PROPERTY has been entirely zoned in the Outline Development Plan as S-2 Zone with F.A.R. of 80% as per the prevailing Regulations of Town & Country Planning Department of Goa.

 ii) The VENDORS have been and are in exclusive possession of the SAID PROPERTY both in title and physical possession and are exclusively entitled to own, hold, possess and /or deal with the same in any manner and transfer the same including by way of

sale to any person of VENDORS choice without any hindrance whatsoever.

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- (iii) That the VENDORS title to the SAID PROPERTY is clean, clear legal, unencumbered, marketable and subsisting.
- (iv) That the VENDORS have neither agreed to sell nor sold the SAID PROPERTY or any part thereof to any other person/s.
- (v) That there is/are no litigation (on goings or otherwise) or any legal proceedings pending before any Court, Tribunal, Forum, Commission, Administrative Authority in respect of the SAID PROPERTY.

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- (vi) That the VENDORS have further declared that they have not encumbered the SAID PROPERTY in any manner whatsoever and there are no legal impediment pending to effect sale of the SAID PROPERTY.
- (vii) That no notice(s) or of attachment from the Central or State Government or any other local body or Authority under any Municipal Corporation Act, or any other Acts or any Schemes of legislative enactment's, Government ordinances, orders or Notifications including Notice/Proceedings for acquisition / requisition or other recovery proceedings under the Income Tax Act, R.B.I. Public Demands Recovery Act or any DRT or any other Act, Statute law or regulations including securitization under SEBI Acts and other laws such as the Consumer Protection Act either before the District Forum or the State Commission or National has been received by or served upon the VENDORS herein in respect of the SAID PROPERTY or any part thereof.

(viii) The Provisions of Urban Land Ceiling and Regulation Act 1976 are

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- (ix) No part of the SAID PROPERTY is covered/ affected by any reservation, coastal regulation or any Government order adversely affecting the SAID PROPERTY.
- (x) The VENDORS will whenever called upon provide a Tax Clearance Certificate under the Income Tax Act, 1961, if needed, at the request of the PURCHASER for registration of any Deed or instrument, for transferring the SAID PROPERTY and or construction carried thereon, in favour of such person or party as may be directed by the PURCHASER.

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- (xi) The VENDORS have submitted original copies of documents to the PURCHASER which relate to the title of the VENDORS such documents being as listed in SCHEDULE II hereunder written. The PURCHASER have got the said Title - Deeds examined and have found that the VENDORS above named are the lawful owners in possession of the SAID PROPERTY more particularly described in the SCHEDULE I.
- (xii) The VENDORS hereby warrant and confirm the correctness of each and every statement declaration and representation made herein and conscientiously believe the same to be true knowing fully well that relying upon the said statements declarations and representations and believing the same to be true and correct the PURCHASER have agreed to purchase the SAID PROPERTY described in SCHEDULE I hereunder written.

AND WHEREAS The PURCHASER based on the aforesaid representations of the VENDORS and believing it to be true and correct disclosures and having primarily satisfied itself about the title of the VENDORS to and the marketability of the SAID PROPERTY and based on the documents made available and listed in SCHEDULE II hereinafter for scrutiny and inspection has

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proposed and expressed a desire to purchase the SAID PROPERTY absolutely free from any encumbrances, liens, charges etc of any nature, if any, if exists and created by the VENDORS for a total sum consideration of **Rs.1,50,00,000/-** (**Rupees One Crore Fifty Lakhs only**) being the fair market value.

AND WHEREAS the VENDORS have accepted the above proposal of the PURCHASER for purchase of the SAID PROPERTY and agree to sell and convey the same to the PURCHASER free from all encumbrances.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER

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1. That in consideration of sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs only) being the entire consideration and full and final price agreed upon and paid by the PURCHASER to the VENDORS as a market value of the SAID PROPERTY by cheque No 027362 dated 9.9.2010 drawn on Bank of India Campal Branch, Panaji-Goa the receipt whereof the VENDORS do hereby admit and acknowledge and of and from payment of the same and every part thereof forever acquits, releases and discharges the PURCHASER, THE VENDORS does do hereby grant, transfer, assign, assure and convey unto the PURCHASER by way of sale the SAID PROPERTY Known as "FOTTEMBATA" surveyed under No. 172/15 situated in village Taleigao, of Tiswadi Taluka within the registration Sub-District of Ilhas - North Goa admeasuring an area of 3732 sq. metres more particularly described in the SCHEDULE I together with right to all severs, trees, drains, ways, paths, passages, waters, watercourses, right to lights, privileges, easements liberties, advantages and whatsoever available to the SAID PROPERTY or appurtenance on otherwise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto and all the estate, rights title, interest, property use, possession,

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claim and demand whatsoever of the VENDORS into and upon the SAID PROPERTY, and every part thereof hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE PURCHASER forever SUBJECT HOWEVER to payment of all taxes, rates assessments, dues and duties hereafter to become due and payable to the Government or any other Public or Local body in respect thereof AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER that not withstanding any act, deed or thing by the VENDORS or executed or knowingly suffered to the contrary they the VENDORS now have in themselves good right, full power and absolute authority to grant the SAID PROPERTY hereby granted and conveyed and expressed to be UNTO AND TO THE USE OF THE PURCHASER FOREVER in manner aforesaid AND THAT the PURCHASER shall and may at all times hereafter quietly and peacefully possess and enjoy the SAID PROPERTY and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the VENDORS or any person lawfully or equitably claiming from, under or in trust for them AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made suffered by the VENDORS or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the VENDORS or any person or persons lawfully or equitably claiming any estate or interest in the SAID PROPERTY of land or any part thereof or part of the same shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute and cause to be done and execute all such acts, deeds and things whatsoever for further and more particularly assuring the SAID PROPERTY 'of land UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be reasonably required.

The VENDORS hereby covenants with the PURCHASER and assures and declares unto it as follows:-



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That the SAID PROPERTY hereby conveyed, transferred, sold and assured unto the PURCHASER has not been encumbered by the VENDORS and that the VENDORS whilst executing this Deed have lawful power and authority to effect this Sale, transfer, conveyance as the exclusive and absolute owners and have good, valid, clean, legal, exclusive and marketable title to the SAID PROPERTY including the right to alienate the same by way of sale as hereby done and that the VENDORS have not done anything to subject the SAID PROPERTY to any lease, mortgage, charge, or lien or attachment or encumber any other rights of whatsoever.

That there is no litigation or legal proceeding pending before the Court/ Tribunal Forum, Commission or quassi Judicial Authorities in respect of the SAID PROPERTY and that the SAID PROPERTY is not subject to any notice/s or Notifications of proceedings for acquisition / requisition under the Land Acquisition Act that is to say, the SAID PROPERTY is not affected by lis-pendens/ proceedings for land acquisition/requisition.

THAT the VENDORS have not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof they are prevented from conveying, transferring and assuring the SAID PROPERTY or in the manner hereby done or whereby or by reason or means whereby the same or any part thereof are, is, can, shall or may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever.

That the land revenue payable in respect of the SAID PROPARTY and every part thereof has been paid regularly and

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that all rates, taxes, levics, duties and charges whatsoever if payable to the Government or other statutory or local bodies including land revenue upto the date of sale shall be paid by the VENDORS directly to the authorities concerned or reimbursed to the PURCHASER against receipts for payments of such dues, if any, effected by the PURCHASER.

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THAT should as a result of any defect, discovered hereinafter, in the title of the VENDORS to the SAID PROPERTY or any part thereof, the PURCHASER its successors, and/or assigns be divested of ownership or deprived of possession of the SAID PROPERTY or any part thereof then, and only in such event the VENDORS herein their successors and assigns shall jointly and severally be civilly liable to the PURCHASER its successors and/or assigns or any of them in full in respect of any loss or and damages sustained by reason thereof limited however to the extent of corresponding price hereinunder received and no more. The VENDORS does hereby, subject to aforesaid, keep indemnified the PURCHASER, its successors and assigns or any of them and save them or any of them harmless against all or any loss including the breaches of any of the covenants hereinabove on the part of the VENDORS damages, costs, charges and expenses if any suffered / incurred as a result thereof.

(f) That the VENDORS shall and will from time to time and at all times hereafter at the request of the PURCHASER sign such further deeds, documents or papers and/or do and execute or cause to be done and executed by other persons, if any found to be having or claiming any estate, rights, title or interest in to the SAID PROPERTY or any part thereof, all such further and other lawful acts, deeds, things matters conveyances and assurances in law whatsoever as the PURCHASER or its successors or assigns may from time to

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time require them to do for the purpose of having the transfer of ownership and possession of the SAID PROPERTY recorded in the name of the PURCHASER in all Government records including the Land Revenue office and or office of Records of right etc for carrying out mutation of the name of PURCHASER.

(g) Upon execution of Deed of Sale, the PURCHASER is entitled to get mutation in their name in Survey No.172/15 of Village Taleigao, of Tiswadi Taluka and to record the name in the Government Offices and other bodies.

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The VENDORS have not reserved for themselves any part of the SAID PROPERTY now conveyed.

The cost of Stamp duty, Registration fees and other out of pocket expenses paid and payable in respect of this Deed shall be borne by the PURCHASER.

The Market Value of the SAID PROPERTY admeasuring 3732 Square meters is valued at **Rs. 1,50,00,000 / (Rupees One Crore only)** and Stamp duty of Rs. 4,50,000/- (Rupees Four Lakh Fifty thousand only) is paid herein.

SCHEDULE I (DESCRIPTION OF THE SAID PROPERTY)

All that property known as "**FOTTEMBATA**" admeasuring an area of 3732 sq mtrs situated at Village Taleigao, Tiswadi Taluka District of North Goa, in the State of Goa. The said property is situated within the limits of Village Panchayat of Taleigao and described in the office of Land Registration under No 1369 of Book B (28) old however not enrolled in the Taluka revenue office for the purpose of Matriz Fredia. The said property is surveyed under Old Cadastral Survey

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No 524 and surveyed under New Survey No 172/15 of Village Taleigao and is more particularly delineated in red boundary lines in the plan annexed to this Deed and is bounded as under:-

On or towards the East: -	By Old plot No 522
On or towards the West: -	By Old Plot No 526
On or towards the North: -	By Old Plot No 510 owned by Mr. Agro Silvestre Jose Veigas and
On or towards the South: -	By Paddy field of Communidade of Taleigao old Plot No 544

SCHEDULE II

LIST OF DOCUMENTS SUBMITTED BY THE VENDORS AS THE TITLE DOCUMENTS OF THE PROPERTY

- Deed of Sale dated 1.4.2008 registered before Sub-Registrar of Ilhas at Panaji under Registration No 1357 at Pages 73 to 95 Book I Volume 1953 dated 29.4.2008
- Deed of Sale dated 28.7.2009 registered before Sub-Registrar of Ilhas at Panaji under Registration No 1973 at Pages 225 to 252 Book I Volume 2113 dated 5.8.2009

3. Deed of Rectification and Ratification dated 15.10.2010 executed

before the Sub-Registrar of Ilhas at Panaji under Book -1, Registration No. PNJ-BK1-03005-2010 CD Number PNJD3 dated 18.10.2010.

- Deed of Rectification and Ratification dated 15.10.2010 executed before the Sub-Registrar of Ilhas at Panaji under Book- 1, Registration No. PNJ BK1 03004-2010, CD Number PNJD3, dated 18.10.2010.
- 5. Form 1 & 1V of 172/15

Survey Plan of Survey No 172/15

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IN WITNESS WHEREOF the parties above named set their respective hands on the day date month and the year first here in above written in presence of the following witnesses who have also signed herewith.

SIGNED AND DELIVERED BY the withinnamed VENDOR at **1.A**) above **MR. CARLOS MINGUEL VEEGAS**

(Carlos Ininen Barro Viegos)

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-	No Marne of the Occupant कब्जेदाराचे नांव 1 Michael Das Dores de Mendonca 2 Ana Artemisa Teles e Mendonca 3 Carlos Viegas (2000 sq. mts.)	Khata No. खाते नंबर	फेरफार नं 18022 18313	No. Remarks शेरा		
	B.No. Name of the Tenant कुळाचे नांव 1	Khata No. खाते नंबर	18328 Mutation फेरफार नं	No. Remarks शेरा		
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