# TRUE COPY



DEED OF SALE

THIS DEED OF SALE is made at Margao, Goa, on this

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09th day of the month of May of the Gregorian Calendar Year Two Thousand Six (09/05/2006),



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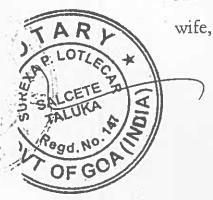
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## BETWEEN

1. Mr. RAMNATH GOVIND KARE, son of late Govind Ramnath Kare, aged about 72 years, businessman; and his



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 Mrs. SHARADA RAMNATH KARE, daughter of Yeshwant Datta Pai Raiturkar, aged about 70 years, housewife; both residing at Abade Faria Road, Margao, Goa;



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3. Mr. SURESH GOVIND KARE, son of late Govind Ramnath Kare, aged about 67 years, businessman; and his wife,



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 Mrs. ARUNA SURESH KARE, daughter of late Dinanath Dalal, aged about 64 years, housewife; both residing at 6th Floor, Regent Avenue, Main Avenue, Santa Cruz, Mumbai – 400 098;



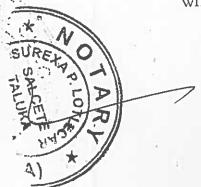
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5. Mr. ASHOK GOVIND KARE, son of late Govind Ramnath Kare, aged about 65 years, businessman; and his wife,



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6. Mrs. PRATIBHA ASHOK KARE, daughter of late Atchut Datta Naik Dalal, aged about 60 years, housewife; both residing at Gogol, Margao, Goa; all Indian Nationals, hereinafter referred to as "the VENDORS" (which

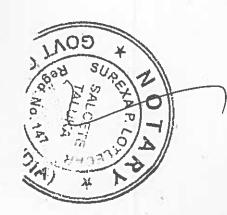




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expression, unless repugnant or contrary to the meaning or context thereof, shall mean and include all their heirs, successors, legal representatives, administrators, executors and assigns) of the FIRST PART;





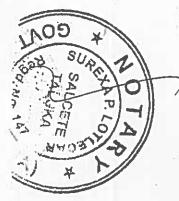
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## AND

7. M/s. PRUDENTIAL DEVELOPERS, a Partnership Firm registered with Registrar of Firms of Ilhas, duly constituted under The Indian Partnership Act, 1932,



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having its principal place of business at 401, Fourth Floor, Durga Chambers, 18th June Road, Panaji, Goa; herein duly represented by its Partner, Mr. PARESH ATMARAM SINAI SAWARDEKAR, son of Atmaram Meghashyam Sinai Sawardekar, aged about 31 years, Indian National,



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resident of Adarsh Housing Co-operative Society, Caranzalem, Tiswadi, Goa; hereinafter referred to as "the PURCHASER" (which expression, unless repugnant or contrary to the context or meaning thereof, shall mean



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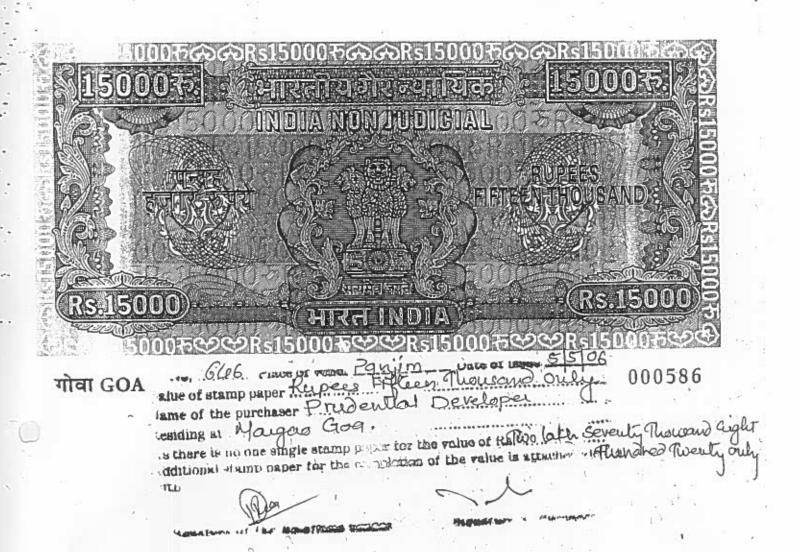
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and include all, its partners, successors, administrators, executors and assigns) of the SECOND PART;

WHEREAS the members No. 1 and 2 of the VENDORS viz. Mr. Ramnath Govind Kare and Mrs.

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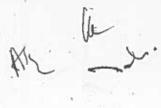


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Sharada Ramnath Kare are represented herein by their son and Constituted Attorney, Mr. Kapil Ramnath Kare, by virtue of the Power of Attorney dated 04.06.2005 executed before Mr. A. V. Prabhu Dessai, the Notary of Margao, under his Registration No. 6280/05, a Xerox certified copy whereof is







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already presented to the Sub-Registrar of Salcete alongwith the Deed of Sale dated 07.06.2005 duly registered in the Office of Sub-Registrar of Salcete under No. 2547 at pages 378 to 442 in Book I Volume 1831 on 20.06.2005;



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AND WHEREAS the members No. 3 and 4 of the VENDORS viz. Mr. Suresh Govind Kare and Mrs. Aruna Suresh Kare are represented herein by their Constituted Attorney, Mr. Ashok Govind Kare, viz. the member No. 5 of the VENDORS, by virtue of the Power of Attorney dated



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I rump paper for the value of Holiva Jath Seventy Thousand Eight the che completion of the value is attached:



30.05.2005 executed before Mr. C. L. Francis, the Notary of Greater Bombay, a Xerox certified copy whereof is already presented to the Sub-Registrar of Salcete alongwith the Deed of Sale dated 07.06.2005 duly registered in the Office of Sub-





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Registrar of Salcete under No. 2547 at pages 378 to 442 in Book I Volume 1831 on 20.06.2005;

AND WHEREAS the member No. 6 of the VENDORS viz. Mrs. Pratibha Ashok Kare is represented



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herein by her husband and Constituted Attorney, Mr. Ashok Govind Kare, by virtue of the Power of Attorney dated 06.06.2005 executed before Mr. Surexa P. Lotlecar, the Notary of Margao, under his Registration No. 3891/05, a Xerox certified copy whereof is already presented to the Sub-





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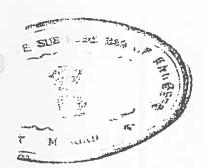
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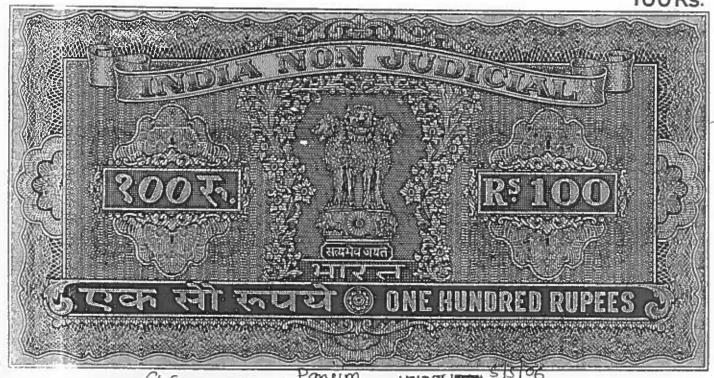
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Registrar of Salcete alongwith the Deed of Sale dated 07.06.2005 duly registered in the Office of Sub-Registrar of Salcete under No. 2547 at pages 378 to 442 in Book I Volume 1831 on 20.06.2005;



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AND WHEREAS there exists in the City of Margao of the Taluka of Salcete of South Goa District in the State of Goa, a property denominated "AFORAMENTO ASULEACHY-TOLLOY" or "GOGODDO" or even





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"GOGOLLO" or "ASULIACHI TOLLY", which is herein after referred to as "the entire property" and which is consisting of Coconut plantation, mango and cashew plantations, admeasuring about 3,00,000 square metres and which is described in the Land Registration Office of Salcete







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under Description No. 10202 of Book B No. 37 of the old series enrolled under Matriz No. 1089 of the Margao Town in the Taluka Revenue Office of Salcete, originally surveyed for the purposes of City Survey of Margao under Chalta Nos. 2 & 3 of P. T. Sheet No. 128 and Chalta Nos. 3 & 7 of P. T.

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Sheet No. 129, but presently re-surveyed under Chalta Nos. 2, 3, 8, 9, 10, 11, 12 & 13 of P. T. Sheet No. 128, Chalta Nos. 3, 7, 34 & 35 of P. T. Sheet No. 129 and Chalta No. 1 of P. T. Sheet No. 130, and which property is bounded as under:-

East : By the property of Naraina Sinai Caro;

West: By the water channel and road;

North: By the property of Naraina Sinai Caro; and

South: By the property of M/s Zeloia Eula Laura

Noronha Barreto, Jose Calazancio Fernandes,

Constancio Xavier Jose Joo de Cruz, Moina

Naique and Deu Naique;

AND WHEREAS part of the entire property comprising of Chalta No. 7 of P. T. Sheet No. 129 is acquired by the Goa Housing Board for the purposes of establishment of housing colony;

AND WHEREAS the balance land of the entire property that was left out of the said acquisition and after



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taking out the land actually occupied by the Housing Board, is the one described in SCHEDULE-I hereinafter appearing, which comprises of three distinct parcels, being one parcel comprising of an area of 5,000 square metres forming part of the original Chalta No. 3 of P. T. Sheet No. 128, the second parcel comprising of an area of 29,094 square metres forming part of the original Chalta No. 3 of P. T. Sheet No. 129 and the third parcel comprising of an area of 10,474 square metres forming part of the original Chalta No. 2 of P. T. Sheet No. 128;

AND WHEREAS the said three parcels of the entire property as mentioned herein above, are adjacent to each other, the union of which constitutes the land as described in the SCHEDULE-I hereto;

AND WHEREAS the entire property described in the fourth recital hereinabove, belonged to Govind Ramnath Kare, who was also known by the names Narcinva Sinai Caro or Narcinva Ramanata Caro or even Govinda Ramnata Sinai Kare, who was married to one Vimlabai Kare alias Bhimaratibai Care, and it is so inscribed with effect from



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11.05.1967 under Inscription No. 50474 of Book G No. 61 of the Land Registration Office of Salcete;

AND WHEREAS vide Deed of Partition dated 26.03.1973 duly registered in the Office of Sub-Registrar of Salcete under No. 615 in Book I, Vol. 111 on 27.06.1973, the said Govind Ramnath Kare along with his wife Vimlabai Govind Kare, joined the members nos. 1, 3 & 5 of the VENDORS, to declare that the assets described in SCHEDULE thereto are the properties of the HUF of the said Govind Ramnath Kare, he being the Karta thereof, and further they along with the members nos. 1, 3 & 5 of the VENDORS effected a partial partition of the assets of such HUF under the said deed;

AND WHEREAS the entire property described in the fourth recital hereto has been described under item no: 1 of the SCHEDULE to the said Deed of Partition dated 26.03.1973, and one-third share each in the said property has been allotted in the said partition to the members nos. 1, 3 & 5 of the VENDORS;





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AND WHEREAS, thus the members nos. 1, 3 & 5 became the absolute owners of the said entire property described in the fourth recital in this deed and of its part which is described in **SCHEDULE-I** hereinafter appearing;

AND WHEREAS the members no. 2, 4 & 6 of the VENDORS, also enjoy and are entitled to share the rights of members nos. 1, 3 & 5 of the VENDORS in the land described in SCHEDULE-I, they having married in the regime of Communion of Assets with the members nos. 1, 3 & 5 of the VENDORS;

AND WHEREAS by virtue of the Deed of Sale dated 07.06.2005 duly registered in the Office of Sub-Registrar of Salcete under No. 2547 at pages 378 to 442 in Book I Volume 1831 on 20.06.2005, the members of the VENDORS sold to the PURCHASER seven distinct and separated plots of the entire property described in SCHEDULE-I hereinafter appearing, and which plots are designated in the said deed as Plot No. 1, Plot No. 2, Plot No. 3, Plot No. 4, Plot No. 5, Plot No. 6 and Plot No. 7;



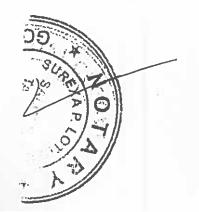
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AND WHEREAS the said Plot No. 1 is now resurveyed and allotted Chalta No. 3 of P. T. Sheet No. 129; the said Plot No. 2 is now resurveyed and allotted Chalta No. 35 of P. T. Sheet No. 129; the said Plot No. 3 is now resurveyed and allotted Chalta No. 8 of P. T. Sheet No. 128; the said Plot No. 4 is now resurveyed and allotted Chalta No. 9 of P. T. Sheet No. 128; the said Plot No. 5 is now resurveyed and allotted Chalta No. 10 of P. T. Sheet No. 128; the said Plot No. 6 is now resurveyed and allotted Chalta No. 11 of P. T. Sheet No. 128; and the said Plot No. 7 is now resurveyed and allotted Chalta No. 12 of P. T. Sheet No. 128;



AND WHEREAS by virtue of the Deed of Sale dated 26/08/2005 duly registered in the Office of Sub-Registrar of Salcete under No. 4672 at pages 474 to 503 in Book I, Volume 1878 on 13.09.2005, the members of the VENDORS sold to the PURCHASER another distinct and separated plot of the entire property described in SCHEDULE-I hereinafter appearing, and which plot is



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designated in the said Deed as Plot No. 8, which is not so far resurveyed for allotment of a new Chalta number;

AND WHEREAS vide the Deed of Partial Partition dated 21.11.2005 duly registered in the Office of Sub-Registrar of Salcete under No. 5884 at pages 516 to 564 in Book I, Volume 1925 on 16.12.2005, the members of the VENDORS partially partitioned the remaining part of the land described in SCHEDULE-I hereto, so as to separate and allot to the members No. 5 & 6 of the VENDORS the entire land under Chalta No. 1 of P. T. Sheet No. 130 and a Plot of 500 square metres carved out the Chalta No. 3 of P. T. Sheet No. 129 and Chalta No. 2 of P. T. Sheet No. 128; and further defining that the share of the No. 5 & 6 of the VENDORS in the remaining area of the land described in SCHEDULE-I hereto, shall be 2,374.33/25,591, the share of the members No. 1 & 2 of the VENDORS therein shall be 11,608.33/25,591 and the share of the members No. 3 & 4 of the VENDORS therein shall be 11,608.33/25,591; and the said Plot of 500 square metres carved out the Chalta No. 3 of P. T. Sheet No. 129 and Chalta No. 2 of P. T. Sheet No.



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128 and allotted to members No. 5 & 6 of the VENDORS is identified in the said Deed of Partial Partition as Plot No. 9 and it is now separately surveyed and allotted Chalta No. 13 of P. T. Sheet No. 128;

AND WHEREAS, out of the so remaining common among the VENDORS, they desire to sell unto the PURCHASER the area of 15,536 square metres, which is distinctly surveyed under the present Chalta No. 34 of P. T. Sheet No. 129 and as described in the SCHEDULE-II hereinafter appearing and the PURCHASER has agreed to purchase the same from the VENDORS;

AND WHEREAS in such area of 15,536 square metres there are four structures, two of them occupied by one family and other two by one family each.

#### NOW THIS DEED WITNESSES AS UNDER:-

1. For a total price consideration of Rs. 1,35,36,000/(Rupees One Crore Thirty Five Lakhs Thirty Six Thousand Only) the VENDORS do hereby convey and transfer by way of absolute sale UNTO the



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PURCHASER, a distinct and separated portion of the land described in SCHEDULE-I hereinafter appearing, which portion is fully described in SCHEDULE-II hereinafter appearing, free of all encumbrances, so that the PURCHASER shall HOLD, HAVE, ENJOY and POSSESS the said portion hereby sold, along with all the rights, interests, easements, benefits, advantages, privileges, hereditaments, etc. available to the said portion or to the owner thereof and alongwith all that is situated therein, from today and forever as the absolute owner thereof.

2. In fact, the actual price of the land hereby sold should have been Rs. 1,55,36,000/- (Rupees One Crore Fifty Five Lakhs Thirty Six Thousand Only) calculated at Rs. 1,000/- (Rupees One Thousand Only) per square metre, but taking into consideration such encumbrances on account of occupation of those four structures therein by third parties, the parties hereto has agreed that the price payable by the **PURCHASER** shall be only Rs. 1,35,36,000/- (Rupees One Crore Thirty Five Lakhs





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Thirty Six Thousand Only), and taking into consideration that the reduction in value of the land hereby sold on account of such encumbrances has to be shared by the VENDORS in equal shares, the VENDORS have agreed that they are entitled to the price in the manner shown in Clause 3 herein below.

3. Out of the said price consideration, the PURCHASER has paid to the members No. 1 & 2 of the VENDORS a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) and the balance amount of price shall be paid by the PURCHASER to the VENDORS in the manner stated below: -

	Payee's name	Amount (Rs.)
1.	Already paid to Ramnath Govind	
	Kare vide Cheque No. 465703 dated 13.12.2005 drawn on HDFC Bank, Panaji Branch	10,00,000/-
2.	To be paid in the name of Ramnath Govind Kare on or before 09.05.2006	18,28,219/-





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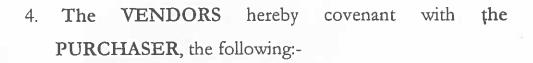
3.	To be paid in the name of Suresh	
	Govind Kare on or before	28,28,219/-
=	09.05.2006	
4.	To be paid in the name of Ashok	· · · · · · · · · · · · · · · · · · ·
	Govind Kare on or before	3,43,562/-
	09.05.2006	
5.	To be paid in the name of	8
	Ramnath Govind Kåre on or	28,28,219/-
	before 08.11.2006	•
6.	To be paid in the name of Suresh	*
	Govind Kare on or before	28,28,219/-
	08.11.2006	
7.	To be paid in the name of Ashok	
	Govind Kare on or before	3,43,562/-
	08.11.2006	
8.	To be paid in the name of	
	Ramnath Govind Kare on or	7,24,024/-
	before 08.05.2007	
9.	To be paid in the name of Suresh	
	Govind Kare on or before	7,24,024/-
	08.05.2007	
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Govin 1 Kare on 08.05.2007	or before	87,952/-
	Total	1,35,36,000/-

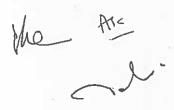


- (a) That the Portion hereby sold is free from all encumbrances;
- (b) That the Portion hereby sold is not the subject matter of any litigation, mortgage, agreement with third parties, seizure, attachment or any restrictive order of the Court or any lawful Authority;
- (c) That the title of the VENDORS to the Portion hereby sold is free, clear and marketable;
- (d) That the VENDORS shall indemnify the PURCHASER against any claims by the third party or persons claiming through the VENDORS over or against the Portion hereby sold; and



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- (e) That the VENDORS shall execute all documents which may be found necessary to be executed for conferring proper and better title of the Portion hereby sold in favour of the PURCHASER, or for transferring of the records in respect of the Portion hereby sold exclusively in the name of the PURCHASER.
- 5. The market value of the Portion hereby sold is also Rs. 1,35,36,000/- (Rupees One Crore Thirty Five Lakhs Thirty Six Thousand Only), that land being an undeveloped land.
- 6. The South Goa Planning & Development Authority has given its NO OBJECTION for the registration of the present Deed vide its Letter No. SGPDA/R/3877/239/06-07 dated 05.05.2006.





#### SCHEDULE - I

All that distinct part of the erstwhile bigger land denominated "AFORAMENTO ASULEACHY-TOLLOY" or "GOGODDO" or even "GOGOLLO" or "ASULIACHI TOLLY", which is described in the Land Registration Office of Salcete under Description No. 10202 of Book B No. 37 of the old series enrolled under Matriz No. 1089 of the Margao Town in the Taluka Revenue Office of Salcete, surveyed for the purposes of City Survey of Margao under Chalta Nos. 2 & 3 of P. T. Sheet No. 128 and Chalta Nos. 3 of P. T. Sheet No. 129, but presently re-surveyed under Chalta Nos. 2, 3, 8, 9, 10, 11, 12 & 13 of P. T. Sheet No. 128, Chalta Nos. 3, 34 & 35 of P. T. Sheet No. 129 and Chalta No. 1 of P. T. Sheet No. 130, and bounded as follows:-

East - by part of Original Chalta No. 3 of P. T. Sheet No. 128, which is acquired by the Goa Housing Board;

West - by the drain beyond which lies Original Chalta No.
 4 of P. T. Sheet No. 129, Original Chalta No. 5 of
 P. T. Sheet No. 128 & part of Original Chalta No.



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7 of P. T. Sheet No. 129, which is occupied by the Goa Housing Board;

North - by a drain beyond which lies the land bearing Subdivisions No. 5, 6, 7 & 9 of Original Chalta No. 1 of P. T. Sheet No. 129, Original Chalta No. 2 of P. T. Sheet No. 129 and part of Original Chalta No. 3 of P. T. Sheet No. 129; and

South - by the public way beyond which lies Original Chalta No. 2 of P. T. Sheet No. 159, Original Chalta Nos. 4, 5, 6, 9, 12, 13 & 19 of P. T. Sheet No. 129, and part of Original Chalta No. 7 of P. T. Sheet No. 129 actually occupied by the Goa Housing Board.

#### SCHEDULE - II

(Description of Portion hereby sold)

All that distinct and separated part of the land described in SCHEDULE-I hereinabove, which part is having an area of 15,536.00 (Fifteen Thousand Five Hundred Thirty Six) square metres, presently surveyed under Chalta No. 34 of P. T. Sheet No. 129, and bounded as follows:-



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East - by the land of the VENDORS bearing Chalta No. 2 of P. T. Sheet No. 128;

West - by Plot No. 2 purchased by the PURCHASER and bearing present Chalta No. 35 of P. T. Sheet No. 129;

North - by the drain beyond which lie sub-divisions No. 6, 7 & 9 of Chalta No. 1 of P. T. Sheet No. 129 & Chalta No. 2 of P. T. Sheet No. 129; and

South - by a way, Chalta Nos. 4, 5, 6, 9, 12, 13 & 19 of P. T. Sheet No. 129 and Chalta No. 13 of P. T. Sheet No. 128.

This Portion is shown within the red colour boundaries in the Plan annexed hereto and forming part hereof.

IN WITNESS WHEREOF the parties hereto have executed this Deed on the day, month and the year herein before first mentioned.





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SIGNED AND DELIVER-ED by the within named the **VENDORS** 

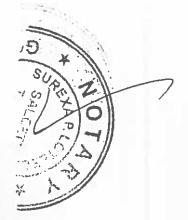


(Kapil Ramnath Kare)
as the Constituted Attorney for
Mr. Ramnath Govind Kare

Mrs. Sharada Ramnath Kare









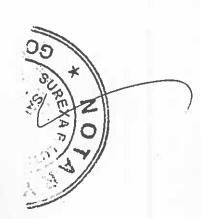
A.

(Ashok Govind Kare)
for self and as the
Constituted Attorney for
Mr. Suresh Govind Kare,
Mrs. Aruna Suresh Kare
&

Mrs. Pratibha Ashok Kare







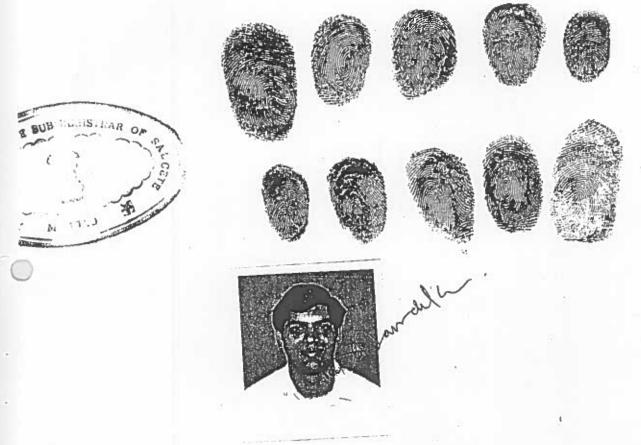
SIGNED AND DELIVER-

ED for the within named the **PURCHASER** by its

within named Partner

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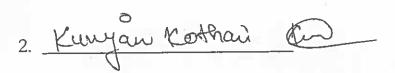
(Paresh Atmaram Sinai Sawardekar)





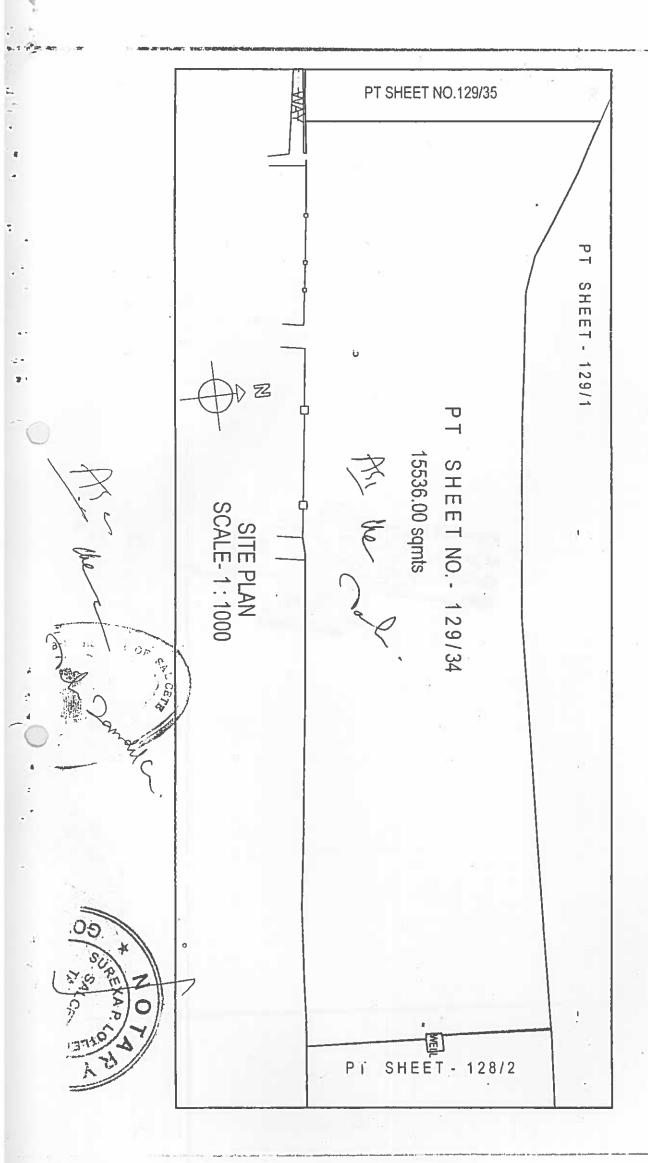
WITNESSES:-

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Pages Volume No. 216

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Executing footies.

1 - Mr. Kapil Rauns H. Lare 8/0 Rauna Hs. Gare major of age, Indian Mational resident of Mongo. As a constituted attorney of our Raynath Govind Gare and his wife. Mrs. Shansda. Rangoth Lagre.

2. Mr. Dehot. Porned trave Sto late Covind.
Rounath leave, aged 65 years businessurs.
I manage en Judies National resident of logal marges lis Jurgelf and no constituted atterney Sures goring Gare Mrs. Asurs Surest laare. and Mrs. Prestisher. Ashob leave.

3-M/9. Pondential Developers a fastneship. from Laving it forncipal place of business. at 401, 484 Aloo Ohoga Chambers Panagi herein duly refregented by 15 postus. Mr. Paresh Atmaram Sinoi Sawardelear Blo Atmanay Megha styani Sinai SavardeBlo Atmanay Megha styani Sinai SavardeWago, agetisi years Trahian Nedonat resiWago, agetisi years they co-of sty carenBrocuting party - Jack Jack Hag Co-of sty CarenAnd 16-3

admits execution of the so called Constitution of the second

> Rapil Ramon Kare.

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SUREXA LOTLECAR

NOTARY, MARGAO SALCETE TALUKA STATE OF GOA(INDIA)
Reg. No. 607/2-0/3
Date: 09/01/20/

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