

(Rupees Three lakhs Eighty thousand only)

CITIZEN CREDIT CO-OPERATIVE  
BANK LTD  
SAPANA BERRIER CO-OP, HSG SOCIETY LTD  
ST. JOQUIM ROAD, BORDA,  
MARGAO - GOA 403 602

D-5/STP(V)/C.R./35/3/2011-RD

भारत 20356



भारत  
INDIA

NON JUDICIAL गोंय  
NOV 01 2017

131422

2010 2009 2008 2007 2006 2005 2004 2003 2002 2001 2000

10:45

Rs.0380000/-PB7223

STAMP DUTY

GOA

Name of Purchaser BORKARS DEVELOPERS PVT LTD

For CITIZEN CREDIT CO-OP. BANK LTD.



Sequeira  
Authorized Signatory

Rohit

Rohit Borkars

\$212



DEED OF SALE

Sequeira

Borkars

Rohit



THIS DEED OF SALE is made at Margao, Goa, on this second day of November of the Year Two Thousand Seventeen (02.11.2017);

**BETWEEN**

1. Shri. **SUBHASH TRIVIKRAM NAIK GAUNEKER** also known as **SUBHASH TRIVIKRAM NAIK GAUNEKER**, son of late Trivikram Naik Gaunekar, aged about 73 years, engineer and businessman, married, Indian National holding Income Tax PAN AAXPN6974F, Aadhaar Card No. 4813 0232 0152, Mobile Phone No. 9422390557, E-Mail ID: subhashgaunekar@yahoo.com., residing at House No. 1639, "Vishwaroop", Fatorda, Margao, Goa – 403 602; and his wife,
2. Smt. **PRIYAGA SUBHASH NAIK GAUNEKER**, daughter of late Ramchandra Ravlu Kenkre, aged about 69 years, housewife, married, Indian National holding Income Tax PAN AAXPN6973C Aadhaar Card No. 6100 3935 2413, Mobile Phone No. 9423308122, no E-Mail ID, residing at House No. 1639, "Vishwaroop", Fatorda, Margao, Goa – 403 602; hereinafter referred to as "**the VENDORS**" (which expression, unless repugnant to the context or meaning thereof, shall

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include all their heirs, successors, legal representatives, administrators, executors and assigns of THE FIRST PART;

AND

**BORKARS DEVELOPERS PRIVATE LIMITED.**, a Company constituted under The Companies Act, 1956, and registered with the Registrar of Companies at Panaji, Goa, under Corporate Identity No. U70200GA2012PTC007083/2012-2013 holding Income Tax PAN AAFCB5280P, having its registered office at 'Lake Plaza', Opposite Nehru Stadium, Fatorda, Margao, Goa - 403 602; hereinafter referred to as "**the PURCHASER**" (which expression shall mean and include all its partners, successors-in-office, legal representatives, attorneys, administrators, executors and assigns) OF THE SECOND PART.

WHEREAS the **PURCHASER** is represented herein by its Director, Shri. **Rohit Prakash Borkar**, son of Mr. Prakash Sadanand Borkar, aged about 41 years, businessman, Indian National, residing at House No. 4/3784, Bungalow-H, Akar Habitat, Opposite Costa Factory, Aquem Alto, Margao, Goa - 403 601, duly authorised in this behalf by the Resolution dated 04.06.2015 of the Board of Directors of the **PURCHASER**, a True Copy whereof is being presented to the Sub-Registrar of

  
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Salcete at the time of presenting this Deed before him for registration under The Indian Registration Act, 1908;



AND WHEREAS there exists in the village of Davorlim of the Taluka and Registration Sub-District of Salcete, within the limits of Village Panchayat of Davorlim and Dicarpale, District of South Goa in the State of Goa, a land being the property denominated "COTBANA INDONA" also known as "CUTBANA INDONA" or "COTTAUM", which is hereinafter referred to as "the Erstwhile Bigger Property" for the sake of brevity and convenience;

AND WHEREAS the Erstwhile Bigger Property is described in the Land Registration Office of Salcete under Description No. 23091 of Book B No. 59 of New Series and enrolled in the Salcete Taluka Land Revenue Office under Matríz No. 124;

AND WHEREAS the Erstwhile Bigger Property belonged to Mr. Hermano dos Remedios Rodrigues and inscribed in his name under the Inscription of transmission No. 13704 of Book G No. 18 of the Land Registration Office of Salcete, with effect from 20.07.1914;

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AND WHEREAS the said Mr. Hermano dos Remedios Rodrigues expired on 18.12.1998 leaving behind him his widow by name, Mrs. Marta Viegas and his children as his exclusive heirs being (a) Ms. Milena Olivia Antonieta dos Remedios Rodrigues (a spinster), (b) Ms. Maria de Ceu Helmana dos Remedios Rodrigues (a spinster), (c) Mrs. Maria Josefa Divina Providencia dos Remedios Rodrigues married to Mr. Bosco Pedro George Rodrigues, (d) Dr. Jesus Maria Jose Antonio Bosco Agnelo dos Remedios Rodrigues married to Mrs. Arleine Libia de Souza and (e) Mr. Jose Domingos Savio dos Remedios Rodrigues married to Mrs. Maria Jose Wiseman Pinto, as declared in the Deed of Succession drawn on 13.04.2000 by the Notary Public Ex-Officio of Salcete at pages 3 & 4 of his Deeds Book No. 1414;

AND WHEREAS, vide Deed of Sale dated 15.06.2010 registered with the Sub-Registrar of Salcete under No. MGO-BK1-03177-2010 (CD Number MGOD 19) on 17.06.2010, the said Mrs. Marta Viegas (widow), Ms. Milena Olivia Antonieta dos Remedios Rodrigues (a spinster), Ms. Maria de Ceu Helmana dos Remedios Rodrigues (a spinster), Mrs. Maria Josefa Divina Providencia dos Remedios Rodrigues along with Mr. Bosco Pedro George Rodrigues, Dr. Jesus Maria Jose Antonio Bosco Agnelo dos Remedios Rodrigues along with Mrs. Arleine Libia de Souza and

*S. P. Agnelo*

*B. George*

*M. J. Wiseman*



Mr. Jose Domingos Savio dos Remedios Rodrigues along with Mrs. Maria Jose Wiseman Pinto, sold to the member No. 1 of the **VENDORS**, the northernmost portion of the said erstwhile bigger property identifying such portion as Plot "G", which formed the northernmost part of the then Survey No. 98/3 of Davorlim village, as shown in the Plan annexed thereto and as per the description thereof given in Schedule thereto. Such Plot "G" is shown to be having a total area of 4,391 square metres;

AND WHEREAS, subsequently, Inspector of Survey & Land Records allotted to the said area of Plot G purchased by Mr. Subhash Trivikram Naik Gaunekar, the new Survey No. 98/3-A or may be Sub-division No. 3 of Survey No. 98 of Davorlim village showing an area of 4,391 square metres and in the new Form No. I & XIV in respect of the said new Survey Number, the member No. 1 of the **VENDORS** has been shown as the sole occupant of the said Survey No. 98/3-A of Davorlim village;

AND WHEREAS, the member No. 1 of the **VENDORS** obtained from the Collector of South Goa permission for conversion of use of two portions of the said Plot G bearing Survey No. 98/3-A of Davorlim village, one of them identified as Block I of 1,140.30 square metres, which is the northernmost part







AND WHEREAS, the VENDORS are desirous of selling to the PURCHASER and the PURCHASER is desirous of purchasing from the VENDORS, the northernmost part of the said Survey No. 98/3-A of Davorlim village which coincidently is also the northernmost part of the erstwhile bigger property, which northernmost part is having an area of 1,275 square metres and includes the area of 1,140.30 square metres shown as Block I in the said Sanad issued by the Collector of South Goa;

AND WHEREAS the area of 1,275 square metres out of the total area of the said Survey No. 98/3-A of Davorlim village, agreed to be sold by the **VENDORS** to the **PURCHASER**, is fully described in the **SCHEDULE** hereto and herein below written;

AND WHEREAS the member No. 1 of the **VENDORS** having married to member No. 2 of the **VENDORS**, without any Ante-Nuptial Public Deed contemplated under the law in force, is also entitled to the land of the said Plot G of the erstwhile bigger property and consequently to the land agreed to be sold to the **PURCHASER** and described in the **SCHEDULE** hereto.

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NOW THIS DEED OF SALE WITNESSES AS UNDER:-

1. For total price consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only), paid by the **PURCHASER** to the **VENDORS** in the manner specified hereafter, and which entire consideration the **VENDORS** do hereby acknowledge to have been received by them and in respect of which the **VENDORS** do hereby discharge the **PURCHASER**, the **VENDORS** do hereby convey, transfer and release UNTO and in favour of the **PURCHASER**, by way of absolute sale, all that land fully described in **SCHEDULE** hereafter written and shown in red coloured boundary lines in the Plan annexed hereto and forming integral part hereof, so that the **PURCHASER**, for all times hereafter, shall HOLD, HAVE, POSSESS and ENJOY the said land described in the **SCHEDULE** hereto along with all that is situated or contained therein and together with all rights, interests, benefits, advantages, privileges, easements, etc available to the said land hereby sold or to the holders thereof, free of all encumbrances whatsoever, and as the absolute owners thereof for all times hereafter.
2. As per the instructions given by both the members of the **VENDORS** to the **PURCHASER**, the total consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only) has been paid

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by the **PURCHASER** to the **VENDORS** or to the credit of the **VENDORS**, in the following manner:-

| Srl. | Payee                                                                       | Mode                                                                                                       | Amount (Rs.) |
|------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------|
| 1.   | Mr. Subhash Trivikram Naik Gauneker, the member No. 1 of the <b>VENDORS</b> | Vide Cheque No. 241268 dated 20.10.2017 issued on Saraswat Bank, Margao Branch                             | 15,00,000/-  |
| 2.   | Mr. Subhash Trivikram Naik Gauneker, the member No. 1 of the <b>VENDORS</b> | Vide Demand Draft No. 003120 dated 31.10.2017 issued by The Saraswat Co-operative Bank Ltd., Margao Branch | 79,05,000/-  |
| 3.   | Mr. Subhash Trivikram                                                       | Tax Deducted at                                                                                            | 47,500/-     |

*Subhash Trivikram*

*B. Gauneker*

*H. D.*

|  |                                                             |                                                                                                                                                                                                                                                                                               |  |
|--|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>Naik Gaunker, the member No. 1 of the <b>VENDORS</b></p> | <p>Source (TDS) deducted and paid to the credit of Mr. Subhash Trivikram Naik Gaunker, the member No. 1 of the <b>VENDORS</b> against his PAN in the Income Tax Department on 30.10.2017 under BSR Code: 0350218 and Challan Seq No. 03262, through Corporation Bank, and as acknowledged</p> |  |
|--|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

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|----|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|    |                                                                                     | by the<br>Department vide<br>Form 26QB<br>under No.<br>AE5124991.                                                                                                                                                                                                        |          |
| 4. | Mrs. Priyaga Subhash<br>Naik Gauneker, the<br>member No. 2 of the<br><b>VENDORS</b> | Tax Deducted at<br>Source (TDS)<br>deducted and<br>paid to the<br>credit of Mrs.<br>Priyaga Subhash<br>Naik Gauneker,<br>the member No.<br>2 of the<br><b>VENDORS</b><br>against his PAN<br>on 30.10.2017<br>under BSR<br>Code: 0350218<br>and Challan Seq<br>No. 03299, | 47,500/- |

*S. S. Gauneker*

*B. Gauneker*

*H. D.*



|         |  |                                                                                                                             |             |
|---------|--|-----------------------------------------------------------------------------------------------------------------------------|-------------|
|         |  | through<br>Corporation<br>Bank, and as<br>acknowledged<br>by the<br>Department vide<br>Form 26QB<br>under No.<br>AE5125374. |             |
| Total:- |  |                                                                                                                             | 95,00,000/- |

3. By virtue of the present Deed of Sale the **PURCHASER** shall be entitled to and has been authorised by the **VENDORS**, without there being any need to give any notice by the concerned Revenue or Survey Authorities to the **VENDORS** or any of them, to apply for mutation of survey records in Form No. I & XIV of Survey No 98/3-A of Davorlim village by including the name of the **PURCHASER** in the Occupant's Column thereof as additional Occupant and thereafter apply to Dy. Collector & Sub-Divisional Officer for partition of Survey Holding of Survey No 98/3-A of Davorlim village, to separate the area of 1,275 square metres hereunder sold to and

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B. Ganesh

[Signature]

purchased by the **PURCHASER** and to get allotted a separate survey number for such area and to get prepared a fresh Form No. I & XIV in respect of such new survey holding, showing the name of the **PURCHASER** exclusively in the Occupant's Column thereof.

4. The **VENDORS** have represented to the **PURCHASER** and covenant with the **PURCHASER**, as follows:-

5. The **VENDORS** hereby covenant with the **PURCHASER** as follows:-

(a) That the land hereby sold or any part thereof, is not the subject matter of any arrears of land revenue or other fees, charges, etc., payable to the government, semi-government bodies or corporations owned by the government, etc.;

(b) That the land hereby sold or any part thereof, is not the subject matter of any litigation or of any proceedings pending before any court, tribunal, forum, arbitrator, revenue authorities, quasi-judicial authorities or any other authorities under the law in force;

(c) That the land hereby sold or any part thereof, is not the subject matter of any attachment or seizure or proclamation

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of sale, by any court, tribunal, forum, arbitrator, revenue authorities, quasi-judicial authorities or any other authorities under the law in force;

- (d) That the land hereby sold or any part thereof, is not the subject matter of any land acquisition notification or proceedings, under the Land Acquisition Act or any law for compulsory acquisition of the lands including The Indian Forest Act, The Wild Life Protection Act, etc.;
- (e) That the title of the **VENDORS**, up to the time of execution of this deed, in respect of the land hereby sold and every part thereof, is subsisting, clear, free and marketable;
- (f) That the **VENDORS** have not entered into any other agreement or transaction with any party, whomsoever, in relation to the land hereby sold or any part thereof;
- (g) That there are no encumbrances, charges, liens etc., against the land hereby sold or any part thereof; and
- (h) That there is/are no other person/s having any rights, interests, claims, whatsoever, in relation to the land hereby sold or any part thereof or to anything contained therein.






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6. The **VENDORS** hereby undertake that it shall, at the request and at the cost of the **PURCHASER**, shall execute, do or cause to do or to execute, all such lawful acts, deeds and things, whatsoever, for further, better and more perfectly convey and assure the land hereby sold in favour of the **PURCHASER**, in all official records, or otherwise, according to the true intent or meaning of this Deed.
7. The market value of the land hereby sold is Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only) and accordingly Stamp Duty is paid thereon.

**SCHEDULE**

(Description of the land hereby sold)

All that northernmost part, having an area of 1,275 square metres, of the land denominated "**COTBANA INDONA**" also known as "**CUTBANA INDONA**" or "**COTTAUM**", being also the northernmost part of its portion presently surveyed under No. 98/3-A or may be Sub-division No. 3A of Survey No. 98 of Davorlim village, which is the northernmost part of the land described in the Land Registration Office of Salcete under No. 23091 of Book B No. 59 of New Series, part of the land enrolled under the Matríz No. 124 in respect of Davorlim village in the Land Revenue Office of Salcete. This land is bounded as under:-







- 
- East:- By the land bearing Survey No. 98/4 of Davorlim village;
- West:- By a strip of land used as a road surveyed under Survey No. 98/2 of Davorlim village, beyond which lies the land under Survey No. 98/1 of Davorlim village;
- North:- By the top of the hill, which is surveyed under Survey No. 96/1 of Davorlim village; and
- South:- By the southern part of present Survey No. 98/3-A of Davorlim village retained and owned by the **VENDORS** herein.

The land hereby sold and as described in this **SCHEDULE** is demarcated with black hatched lines and within red coloured boundary lines in the Plan of Survey No. 98/3-A of Davorlim village, which is annexed hereto and forming the integral part of this deed.

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

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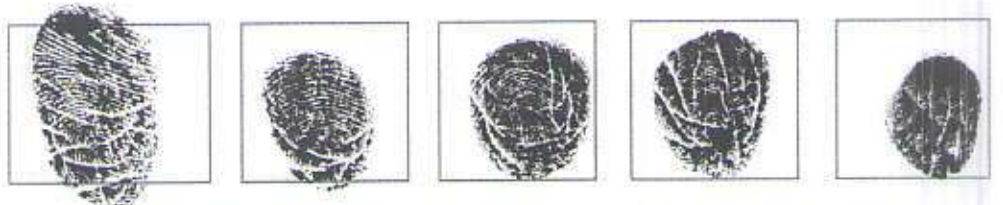
M.

SIGNED AND  
DELIVERED by member  
No. 1 of the VENDORS  
within named

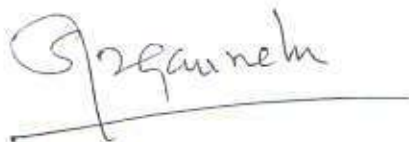
  
(Subhash Trivikram Naik Gaunekar  
also known as Subhash Trivikram  
Naik Gaunekar)



(Left Hand Fingerprints of Shri. Subhash Trivikram Naik Gaunekar  
also known as Subhash Trivikram Naik Gaunekar)



(Right Hand Fingerprints of Shri. Subhash Trivikram Naik  
Gaunekar also known as Subhash Trivikram Naik Gaunekar)

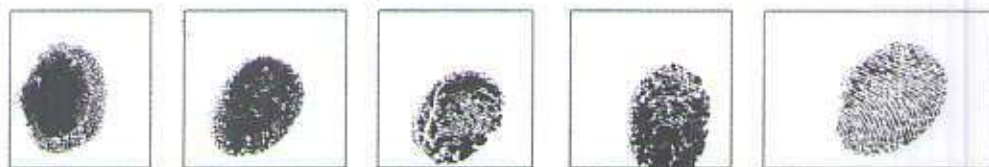




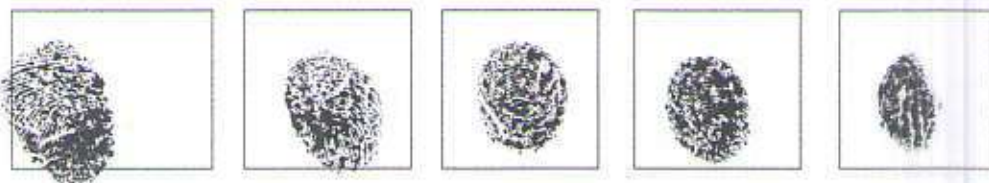


SIGNED AND  
DELIVERED by member  
No. 2 of the VENDORS  
within named

*P. Gaunekar*  
(Priyaga Subhash Naik Gaunekar)



(Left Hand Fingerprints of Smt. Priyaga Subhash Naik Gaunekar)



(Right Hand Fingerprints of Smt. Priyaga Subhash Naik Gaunekar)

*P. Gaunekar*

*P. Gaunekar*

*h*



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

(Rohit Prakash Borkar)



(Left Hand Fingerprints of Mr. Rohit Prakash Borkar)



(Right Hand Fingerprints of Mr. Rohit Prakash Borkar)

Prakash Borkar

Borkar



Witnesses:-

Name & Address

Signature

1. HILARINA COUTINHO  
AMRUT NAGAR, 1st MAIN  
GOGOL, PATORDA, GOA
2. MODITA PARAB  
TONY NAGAR  
SANVORDEM - GOA

*Hilalina Coutinho*

*Modita Parab*

*Spencel*

*Begam*

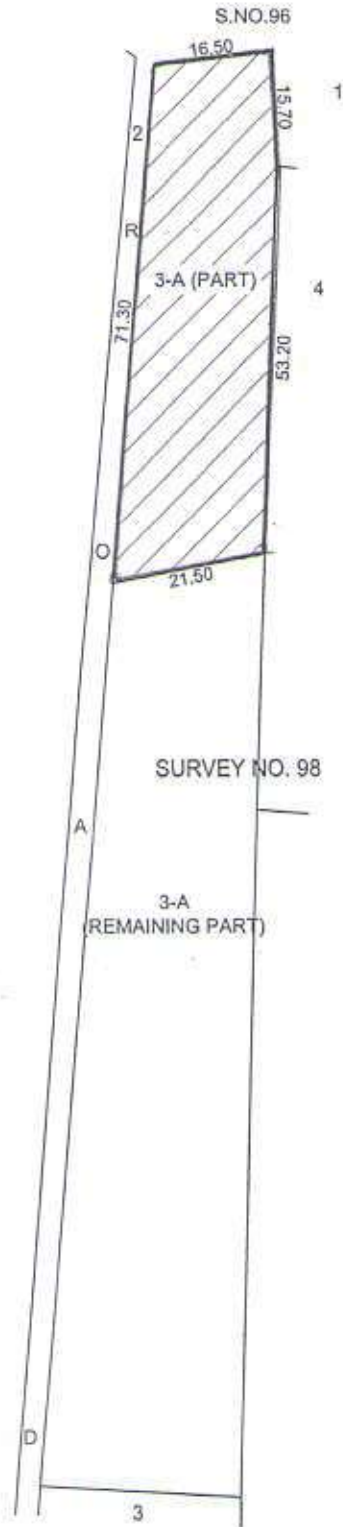
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PLAN

SHOWING THE PLOT NO. 3-A(PART) OF PROPERTY UNDER SURVEY  
NO. 98/3-A SITUATED AT DAVORLIM VILLAGE OF SALCETE TALUKA

SCALE 1:1000

AREA OF THE PLOT NO.3-A(PART) ----- 1275.00 SQ.M



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[Signature]

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Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 02-11-2017 12:06:53 PM

Document Serial Number : 5212

Presented at 10:47:00 AM on 02-11-2017 in the office of the Sub-Registrar( Salcete/Margao) Along with fees paid as follows:

| No | Description      | Rs. Ps    |
|----|------------------|-----------|
|    | Registration Fee | 285000.00 |
|    | Processing Fees  | 320.00    |
|    | Total :          | 285320.00 |

Stamp Duty Required: 380000.00

Stamp Duty Paid: 380000.00

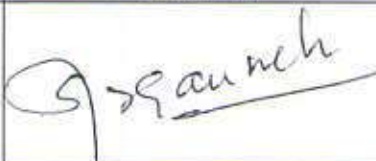
Rohit Prakash Borkar presenter

| Name                                                                                                                                                                                                                                                                     | Photo                                                                               | Thumb Impression                                                                      | Signature                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Rohit Prakash Borkar, S/o. Prakash Sadanand Borkar, Married, Indian, age 41 Years, Business, r/o Hno. 4/3784, Bungalow H, Akar Habitat, Opp Costa Factory, Aquem Alto, Margao, Goa 403601 As the Director of Borkars Developers Pvt Ltd vide Resolution dated : 4/6/2015 |  |  |  |

#### Endorsements

##### Executant

1 . Subhash Trivikram Naik Gaunekar, S/o. Late Trivikram Naik Gaunekar, Married, Indian, age 73 Years, Engineer, r/o Hno. 1639, Vishwaroop, Fatorda, Margao, Goa

| Photo                                                                               | Thumb Impression                                                                    | Signature                                                                             |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|  |  |  |

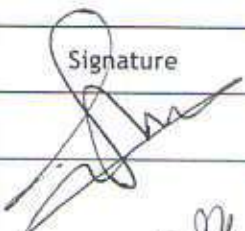
2 . Priyaga Subhash Naik Gaunekar, D/o. Late Ramchandra Ravlu Kenkre, Married, Indian, age 69 Years, House-Wife, r/o Hno. 1639, Vishwaroop, Fatorda, Margao, Goa

| Photo                                                                             | Thumb Impression                                                                  | Signature                                                                           |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |

3. Rohit Prakash Borkar, S/o.Prakash Sadanand Borkar, Married, Indian, age 41 Years, Business, r/o Hno.4 /3784, Bungalow H, Akar Habitat, Opp Costa Factory, Aquem Alto, Margao, Goa 403601 As the Director of Borkars Developers Pvt Ltd vide Resolution dated : 4/6/2015

| Photo                                                                             | Thumb Impression                                                                  | Signature                                                                           |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |

#### Identification

| Sr No. | Witness Details                                                                                       | Signature                                                                            |
|--------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1      | Yeshwant Sukthankar , S/o.Vassant Sukthankar, Married, Indian, age 40 Years, Service, r/o Ponda, Goa. |  |

Certified that Mutation Fees of

Rs. 2500/- has been paid

Vide Challan No. 201700789510

Dated 21/11/2017

Sub-Registrar

**REGISTRAR**  
- CUM -  
**REGISTRAR**  
**MALCET**

**REGISTRAR**  
- CUM -  
**REGISTRAR**  
**MALCET**

Book-1 Document  
Registration Number MGO-BK1-05088-2017  
CD Number MGOD117 on  
Date 02-11-2017

Sub-Registrar (Salcete/Margao)

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

ALL REGISTRAR  
- CUM -  
- REGISTRAR  
SALCETE