

For CITIZEN CREDITTM
CO-OP. BANK LTD.

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)



INDIA

भारत 32622
123298

NON JUDICIAL गोंवा
OCT 13 2017

2017 10:00:00 (10) 02 (10) 2017 11:57

R.0972650/- PB6818

STAMP DUTY

GOA

Name of Purchaser MR. SHEKHAR S. SUKHTHANKER



2679/17
16/10/17

DEED OF EXCHANGE

THIS DEED is made at Panaji, Goa, on this 13th day of
October of the year 2017;

Shekhar S. Sukhtanker
Purchaser

BETWEEN:



(1) SHRI MAHABALESHWAR VINAYAK GHANTKAR (PAN AEXPG4619N) (Aadhar Card No. 8747 5642 3923), son of late Vinayak Vaman Ghantkar, aged 81 years, married, landlord and his wife (2) MRS. LALITHA MAHABALESHWAR GHANTKAR (PAN AFUPG1124L) (Aadhar Card No. 4404 2441 2348), daughter of Krishna Prabhugaonkar, aged 60 years, housewife, both Indian Nationals, residents of "Hira-Kunj", Tonca, Caranzalem, Goa; (3) MRS. LINA YATIN HEGDE DESSAI (PAN ACOPH1985K) (Aadhar Card No. 7202 1180 7925), daughter of Mahabaleswar Vinayak Ghantkar, aged 43 years, married, housewife and her husband (4) SHRI YATIN NARENDRA HEGDE DESSAI (PAN AALPH0441D) (Aadhar Card No. 3140 5460 9995), son of Narendra Hegde Dessai, aged 48 years, in service, both Indian Nationals, residents of Shri Rai Ghar, Bachbhat, Opp. Veterinary Hospital, Animal Husbandry Department, Raia, Curtorim, Salcete, Goa, hereinafter referred to as the FIRST PARTY, (which expression shall, unless it be repugnant to the context or meaning

*Suchkumar
M. Ghantkar
M. Ghantkar*

thereof, mean and include their heirs, legal representatives, administrators, successors, and assigns), of the ONE PART.



AND

M/S SUKHTHANKER ASSOCIATES, a sole proprietorship concern of Shri Shekhar Sadanand Sukhthanker (PAN ARNPS5306B) (Aadhar Card No. 9650 5797 7334), aged 63 years, son of late Sadanand Sukhthanker, married, businessman, Indian National, resident of "Sadanand", New Pundalik Nagar, H. No. 1728, Alto-Betim, Porvorim, Bardez, Goa, hereinafter called as the "SECOND PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, executors, administrators, successors and/or assigns) of the OTHER PART.

WHEREAS the entire property described in the Land Registration Office of Ilhas under No. 1689 at page 51 overleaf of Book B-5 new, comprised of seven plots or seven additions.

Shekhar
Sukhthanker
S.M. Ghantekar



AND WHEREAS one half of the first addition of the said property was gifted by Vamona Naraina Sinai Ghantcar and his wife Indirabai to their son Naraina Vamona Sinai Ghantcar by virtue of Deed of Gift dated 14/04/1930, executed before the Notary of Ilhas, Carlos Augusto Maria D'Oliveira Pegado on Book 251 at page 89.

AND WHEREAS the said one half of the first addition of the property described in the Land Registration Office of Ilhas under No. 1689 was surveyed as a whole under No. 114/3 of Village Ella, hereinafter referred to as the said entire property.

AND WHEREAS upon the death of Naraina Vamona Sinai Ghantcar, Inventory Proceedings was initiated in the Civil Court of Ilhas and by Judgement dated 09/12/1956 the said entire property was allotted in one third share each to the three sons of late Naraina, namely, Atmaram Naraina Sinai Ghantcar, Trimboca alias Arun Naraina Sinai Ghantcar and Umesh Naraina Sinai Ghantcar.

*Srinivasulu
Mohan Rao
L. M. Ghantkar*



AND WHEREAS Umesh Naraina Sinai Ghantcar expired as a bachelor and his one third share in the said entire property devolved upon his mother, Smt. Radhabai in terms of Public Deed dated 29/07/1964 executed before the Notary of Ilhas, Fernando George Colaco on Book 570 at page 20 overleaf.

AND WHEREAS the aforesaid Smt. Radhabai expired on 31/10/1983 and in terms of Deed of Succession dated 11/01/1993 drawn in the office of Judicial Division of Bardez at page 46 V of Book 765, the one third share of the said deceased in the said entire property devolved upon Atmaram Naraina Sinai Ghantcar and Arun Naraina Sinai Ghantcar.

AND WHEREAS a Deed of Exchange dated 24/06/1992, registered before the Sub Registrar of Ilhas under No. 33/93 of Book No. 1 Volume 207 dated 07/01/1993 was executed between said Atmaram Naraina Sinai Ghantcar and Arun Naraina Sinai Ghantcar and their respective spouses of the one part and the first VENDOR herein, Shri Mahabaleshwar Vinayak Ghantcar and his

Shri Mahabaleshwar Vinayak Ghantcar
W. M. Ghantkar
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W. M. Ghantkar
W. M. Ghantkar
W. M. Ghantkar

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wife of the first nuptial, Smt. Shanta Mahabaleshwar Ghantcar of the second part and the said entire property came to be allotted to the first VENDOR, Shri Mahabaleshwar Vinayak Ghantcar and said Smt. Shanta Mahabaleshwar Ghantcar.

AND WHEREAS the aforementioned Smt. Shanta Mahabaleshwar Ghantcar expired on 28/08/1997 and upon her death, a Deed of Succession dated 27/10/1997 was drawn before the Civil Registrar cum Sub Registrar and Notary EX-Officio of Ilhas in Book No. 660 at page 59 V and in terms of the said Deed, the daughter of the deceased, the FIRST PARTY No. 3 married to the FIRST PARTY No. 4 were declared as the sole and universal heirs of the deceased Smt. Shanta Mahabaleshwar Ghantcar and her share in the said entire property accordingly devolved upon the FIRST PARTY No. 3 and 4.

AND WHEREAS the FIRST PARTY No. 1 subsequently married the FIRST PARTY No. 2 of the second nuptial.

AND WHEREAS the said entire property was partitioned
Snehil Singh
Indranil Singh
L.M. Ghantkar

by Order dated 04/01/2008 passed by the Dy. Collector of Panaji in Case No. LND/PART/161/2007 and a portion thereof measuring 7868.00 sq. mts. which is a distinct piece of land was allotted an independent survey No. 114/3H, which is more particularly described in Schedule-I hereunder written and hereinafter referred to as the SAID PLOT.

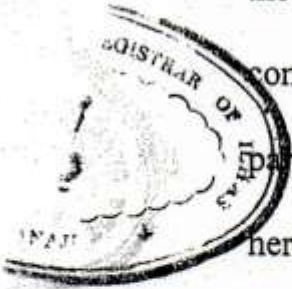


AND WHEREAS the FIRST PARTY as the lawful owners of the said plot entered into an Agreement dated 05/02/2009 with the SECOND PARTY for conveyance of the said plot, which Agreement is registered before the Sub Registrar of Ilhas, under Reg. No. 291 at pages 183 to 201 of Book No. 1 Volume 2050 dated 10/02/2009.

AND WHEREAS as per the terms and conditions of the said Agreement dated 05/02/2009, the SECOND PARTY has paid to the FIRST PARTY, the entire consideration amount of the said plot amounting to Rs. 70,00,000/- (Rupees seventy lakh only) in the form of constructing and allotting to the FIRST PARTY,

Saukhya
L.M. Ghantkar
L.M. Ghantkar

1616.00 sq. mts. of super built up area comprising of 13 flats, in the residential complex "Samarth Enclave" which has been constructed on the said plot. The said 13 flats have been more particularly identified in Schedule III hereunder written and hereinafter referred to as the "SAID FLATS".

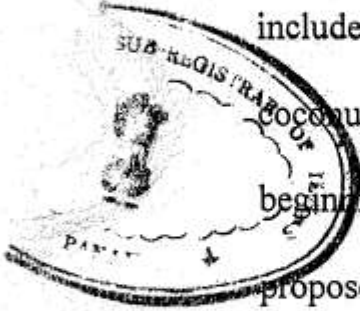


AND WHEREAS the FIRST PARTY having received from the SECOND PARTY, the said entire consideration amount of the said plot have agreed to convey in favour of the SECOND PARTY, an undivided 6368.00 sq. mts. out of the said plot in exchange of the SECOND PARTY allotting to the FIRST PARTY, the said 13 flats.

AND WHEREAS the said undivided 6368.00 sq. mts. to be conveyed by the FIRST PARTY in favour of the SECOND PARTY have been arrived at after the FIRST PARTY retaining to themselves, an undivided 1500.00 sq. mts. out of the said plot which is proportionate to the built up area of 1616.00 sq. mts. allotted to them by the SECOND PARTY towards the

Sanku Singh
Pranav
L.M. Ghantekar

consideration of the said plot. The area of undivided plot of 1500.00 sq.mts. to be retained by the FIRST PARTY as aforesaid includes their exclusive right towards the mangoes trees and coconut trees which belonged to them, as original owners since beginning till all their 13 flats are sold or until the formation of proposed society/entity, whichever is earlier. It is to be further stipulated there an area of 290.00 sq. mts. is outside the purview of development as the Forest Department has tentatively proposed to acquire the same and the undivided 6368.00 sq. mts. to be conveyed does not cover the same.



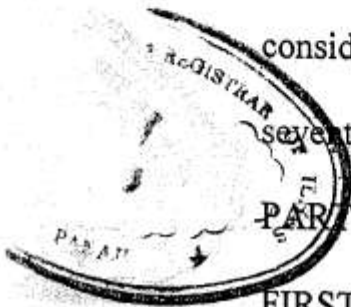
AND WHEREAS the FIRST PARTY have agreed to convey in faovour of the SECOND PARTY, the said undivided 6368.00 sq. mts. out of the said plot, more particularly described in Schedule-II hereunder written in exchange of the SECOND PARTY constructing and allotting to the FIRST PARTY, the said flats which are more particularly described in Schedule III hereunder written.

Shriharsh,
M.L.A.
L.M.ghantkar

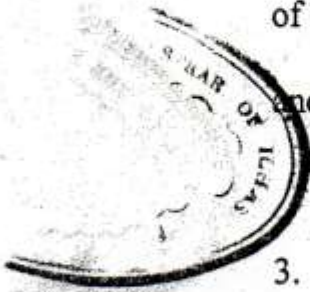
22/7.

NOW THIS DEED WITNESSETH AS UNDER:

1. In pursuance of the said Agreement and in consideration of the payment of sum of Rs. 70,00,000/- (Rupees seventy lakh only), by the SECOND PARTY to the FIRST PARTY which is paid in the form of allotment of 13 flats to the FIRST PARTY, which flats are more particularly described in Schedule III hereunder written, the receipt of which the FIRST PARTY do hereby admit and acknowledge, the FIRST PARTY do hereby convey and assign unto the SECOND PARTY, the said plot, which is more particularly described in the Schedule II hereunder written and delineated in Red Colour in the plan annexed hereto, with all the easements, privileges, advantages, rights, claims, demands and appurtenances whatsoever or at any time hereto before usually held, used, occupied or known as part thereof or be appurtenant thereto and all the estates, claims and demands whatsoever both at law and in equity of the FIRST



PARTY shall have, hold and possess the said plot hereby exchanged, assigned and released and conveyed with its and every of its right to the use and benefit of the SECOND PARTY forever and absolutely.



3. That similarly the FIRST PARTY shall have hold and possess the said 13 flats which are more particularly described in Schedule III hereunder written, as the lawful owners thereof and as the FIRST PARTY have already retained with themselves an undivided 1500.00 sq. mts. out of the said plot which is proportionate to the built up area of the said flats.

4. AND the FIRST PARTY do hereby covenant with the SECOND PARTY that notwithstanding any act, thing or deed done or executed or knowingly suffered to the contrary, the FIRST PARTY have good right, title and full authority to grant and convey the said plot, as hereby granted or conveyed or expressed so to be sold unto and to the use of the SECOND PARTY in the said manner aforesaid.

Shubhankar

5. AND the FIRST PARTY undertake to indemnify the SECOND PARTY should any person claim title to that which is hereby exchanged and/or in case the rights which are claimed by the third person should partly or wholly render this Deed of Exchange null and void or ineffective.

6. AND that the said plot which is hereby conveyed to the SECOND PARTY is free from encumbrances whatsoever made or suffered by the FIRST PARTY and the FIRST PARTY shall and will from time to time and at all times hereafter at the request and cost of the SECOND PARTY do or cause it be done or execute all such acts, deeds and things whatsoever for further and more perfectly assuring the aforesaid right or every part thereof unto and to the use of the SECOND PARTY in the manner aforesaid, as shall and/or may be reasonably required.

7. AND that the FIRST PARTY hereby give their NOC to the SECOND PARTY to do mutation of the said plot in the name of the SECOND PARTY. That similarly the SECOND PARTY will co-operate with the FIRST PARTY in transferring the House Tax.

Electricity connection, etc. pertaining to the said flats in the name of the FIRST PARTY and assist and co-operate the sale of 13 flats allotted to the FIRST PARTY with earnestness.



That the FIRST PARTY declare that they do not belong to Schedule Caste and Schedule Tribe and are not covered under the Notification no. RD/LND/LRC/318/77 dated 21/8/1978.

9. For the purpose of computation of stamp duty and registration fee, the value of the property exchanged is Rs. 2,31,70,000/-, being Rs, 1,61,70,000/- as the ^{construction cost} of the 13 flats and Rs. 70,00,000/- as the value of the property conveyed, however, at the time of execution of the Agreement dated 05/02/2009, the stamp duty of Rs. 70,000/- was engrossed in the said Agreement and as such, the stamp duty of Rs. 9,72,650/- has been engrossed on this Deed.

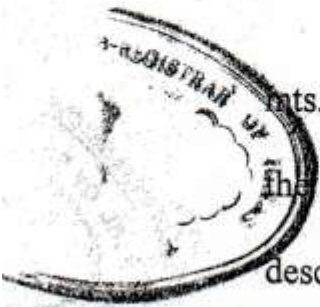
10. That no TDS is applicable and has been deducted as the present transaction is of prior to June 2013.

S. Mehra

S. Mehra
19.2.13
W. G. Khan
21.2.13
Sharma

SCHEDULE - I

(Description of the said plot)



ALL THAT plot of land admeasuring an area of 7868.00 sq. mts. surveyed under no. 114/3H of Village Ella, forming part of the larger property known as "MUSGABHAT", which property is described in the Land Registration Office of Ilhas under no.1689 at folio 51 reverse of Book B-5 New, enrolled in the Taluka Revenue Office under Matriz No.241, situated within the limits of the Village Panchayat of Ella, Taluka Tiswadi, District of North Goa and bounded as under:

On the North : By property bearing survey no. 113/2 & and nalla.
On the South : By remaining part of the entire property bearing Survey no. 114/3
On the East : By boundary of village Carambolim.
On the West : By property bearing survey no. 114/2.

SCHEDULE - II

ALL THAT undivided 6368.00 sq. mts. of right and share in the said plot which is described in schedule I hereinabove

S. S. S. S. S.

SCHEDULE - III

The description of the 13 flats which are allotted to the
FIRST PARTY.



<u>Flat No.</u>	<u>Area</u>
AUGF1	109 sq. mts.
AUGF2	131 sq. mts.
AUGF3	116 sq. mts.
AUGF4	116 sq. mts.
BFF2	131 sq. mts.
BFF4	143 sq. mts.
CUGF2	131 sq. mts.
CUGF3	143 sq. mts.
CFF2	131 sq. mts.
CFF3	116 sq. mts.
DUGF3	116 sq. mts.
DUGF4	116 sq. mts.
One 2 BHK Flat	
E UGF-2	117 sq. mts.

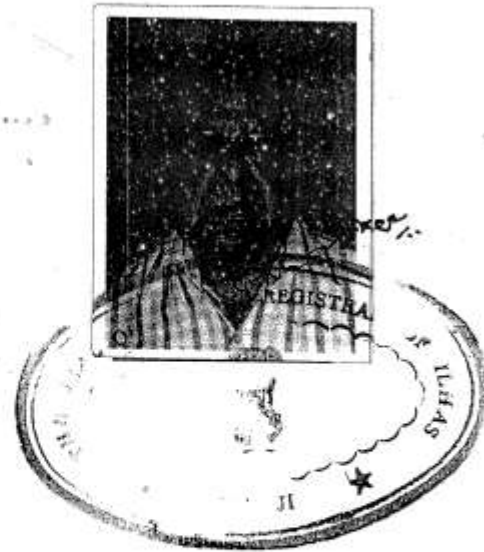
IN WITNESS WHEREOF the parties hereto has set their
hands on the day and year first hereinabove mentioned.

S. G. Chakraborty
S. M. Ghosh
L. M. Ghosh

22/7/

SIGNED AND DELIVERED
by the within named FIRST PARTY No.1
SHRI MAHABALESHWAR
VINAYAK GHANTKAR

Vinayak Ghantkar



(LEFT HAND)



(RIGHT HAND)

*Shri Mahabaleshwar
Vinayak Ghantkar
h.M. Ghantkar*

Shri. Vinayak

SIGNED AND DELIVERED
by the within named FIRST PARTY No. 2
MRS. LALITHA MAHABALESHWAR
GHANTKAR

L. M. Ghantkar



(LEFT HAND)



(RIGHT HAND)

Shri. L. M. Ghantkar
for the first party
L. M. Ghantkar

22.7.
L. M. Ghantkar

SIGNED AND DELIVERED
by the within named FIRST PARTY No. 3
MRS. LINA YATIN HEGDE DESSAI

L. Hegde



(LEFT HAND)



(RIGHT HAND)

Shri. H. M. Ghatgekar
H. M. Ghatgekar

Y. Y.
L. Hegde

SIGNED AND DELIVERED
by the within named FIRST PARTY No. 4
MR. YATIN NARENDRA HEGDE DESSAI

Yatin



(LEFT HAND)



(RIGHT HAND)

S. M. Ghoshkar
L. M. Ghoshkar

Yatin

11/11/2021

SIGNED AND DELIVERED
by the within named SECOND PARTY
as sole proprietorship concern of
SHRI SHEKHAR SADANAND
SUKHTHANKER

Sukhthanker



(LEFT HAND)



(RIGHT HAND)

In the presence of:

1. *A. Palshur*

Mr. Nilesh Pednekar

2. *M. Gangad*

Mrs. Swati Bangade

GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA

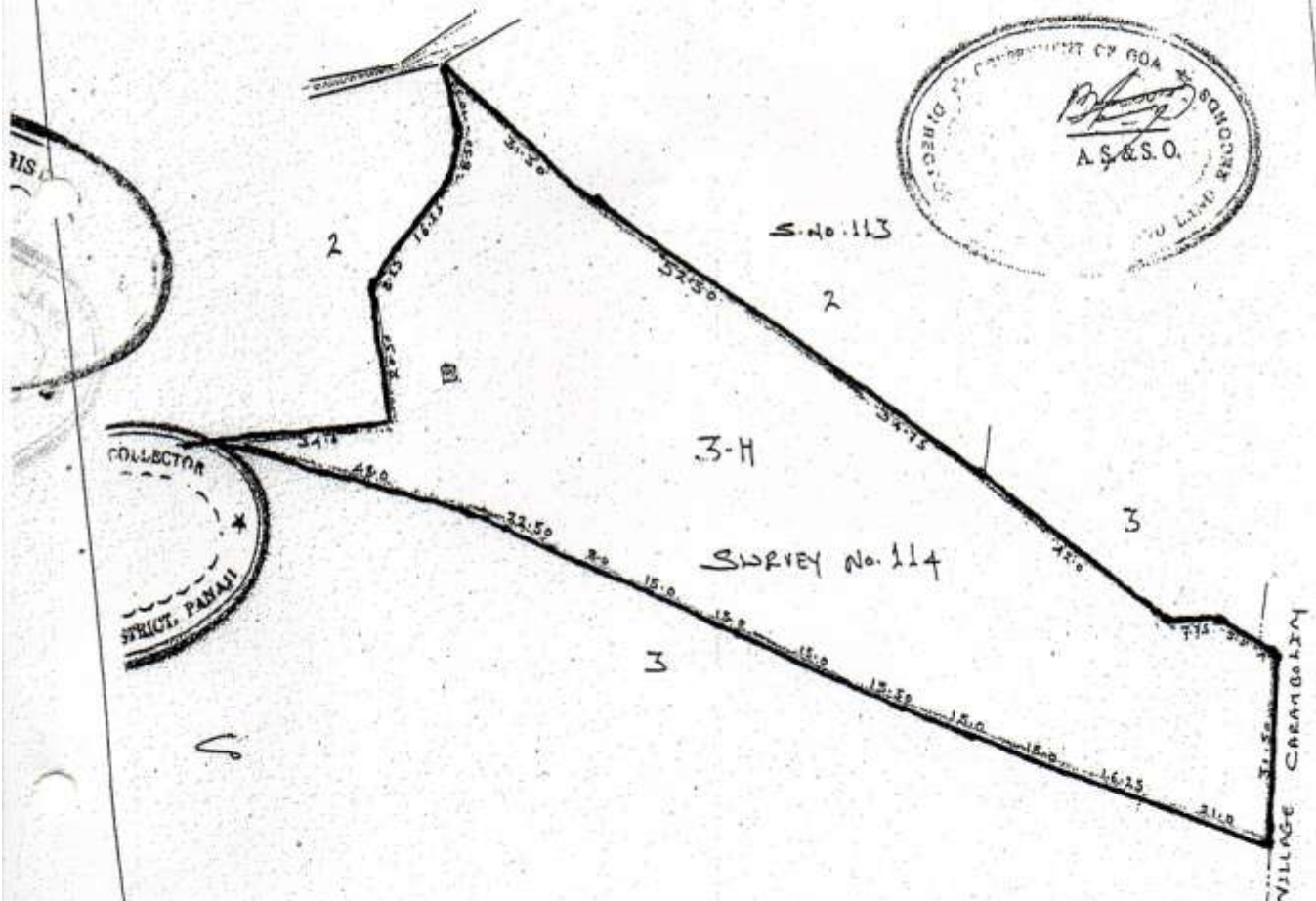
PLAN

OF THE LAND BEARING SURVEY No. 114/3-H, SITUATED
AT ELLA VILLAGE OF TISWADI TALUKA, APPLIED BY
MAHABLESHWAR J. GHATKAR FOR THE CONVERSION OF USE OF LAND
FROM AGRICULTURAL TO NON AGRICULTURAL PURPOSE YIDE
ORDER OF CASE NO. RB/CNV/TIS/35/2007 DATED 22-04-08
FROM ADDITIONAL COLLECTOR-II, NORTH GOA DISTRICT, PANAJI - GOA.



SCALE - 1:1000

□ PROPOSED AREA FOR CONVERSION = 7868 SQ.MTS.



Handwritten signature and date: 15/05/08

REG_1_24327_1

Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 16-10-2017 11:06:33 AM

Document Serial Number : 2679

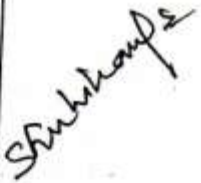
Presented at 10:24:00 AM on 16-10-2017 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	811020.00
2	Processing Fees	330.00
	Total :	811350.00

Stamp Duty Required: 972650.00

Stamp Duty Paid: 972650.00

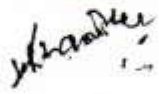
Shekhar Sadanand Sukhthanker presenter

Name	Photo	Thumb Impression	Signature
Shekhar Sadanand Sukhthanker ,S/o Late Sadanand Sukhtankar , Married,Indian,age 63 years,Business,r/oH.No. 1728, Sadanand Bungalow, New Pundalik Nagar, Penha-de-Franca, Alto Porvorim, Bardez-Goa-403521 PAN No. ARNPS5306B. Sole Proprietor of M/S. SUKHTHANKER ASSOCIATES having office at Panaji			

Endorsements

Executant

1 . Mahabaleshwar Vinayak Ghantkar, S/o Vinayak Waman Ghantkar, Married,Indian,age 81 Years,Advocate,r/oHira-Kunj, Tonca, Caranzalem, Tiswadi-Goa PAN No. AEXPG4619N

Photo	Thumb Impression	Signature
		

2 . Lalitha Mahabaleshwar Ghantkar, W/o Mahabaleshwar V. Ghantkar, Married,Indian,age 60 Years,House-Wife,r/oHira-Kunj, Tonca, Caranzalem, Tiswadi-Goa PAN No. AEXPG4619N

		<i>L. M. Ghantkar</i>
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3 . Lina Yatin Hegde Dessai , D/o Mahabaleshwar V. Ghantkar , Married, Indian, age 43 Years, House-Wife, r/o Shri Rai Ghar, BACHBhat , Opp Veterinary Hospital , Animal Husbandry Department , Raia, Curtorim , Salcete Goa PAN CARD No ACOPH1985K

Photo	Thumb Impression	Signature
		<i>Y. Dessai</i>

4 . Yatin NAREndra Hegde Dessai , S/o Narendra Hegde Dessai, Married, Indian, age 48 Years, Service, r/o Shri Rai Ghar, BACHBhat , Opp Veterinary Hospital , Animal Husbandry Department , Raia, Curtorim , Salcete Goa PAN CARD No AALPH0441D

Photo	Thumb Impression	Signature
		<i>Shekhar</i>

5 . Shekhar Sadanand Sukhtanker , S/o Late Sadanand Sukhtankar, Married, Indian, age 63 Years, Business, r/o H.No. 1728, Sadanand Banglow, New Pundalik Nagar, Penha-de-Franca, Alto Porvorim, Bardez-Goa-403521 PAN No. ARNPS5306B. Sole Proprietor of M/S. SUKHTANKER ASSOCIATES having office at Panaji

Photo	Thumb Impression	Signature
		<i>Prajal Shetye</i>

Identification

Sr No.	Witness Details	Signature
1	Prajal Shetye , S/o Prakash Shetye , UnMarried, Indian, age 26 Years, Advocate, r/o H. No 169, St. Inez Panaji Goa ,	<i>Prajal Shetye</i>

[Signature]
Sub-Registrar

SUB-REGISTRAR

of Rs. 70000/- has been paid thereon.

TDS NOT APPLICABLE AS THE TRANSACTION IS PRIOR TO JUNE 2013



Book-1 Document
Registration Number PNJ-BK1-02562-2017
CD Number PNJD60 on
Date 16-10-2017

Sub-Registrar (Ilhas/Tiswadi)
REGISTRAR
ILHAS

Scanned By:- *Kanhe*

Signature:- *Kanhe*

Designed and Developed by C-DAC, ACTS, Pune



