

NKGSB CO-OP BANK LTD.
Ponda, Goa Branch

P. S. Rao
Officer / Manager

NKGSB Co-Operative Bank Ltd
(Multi State Scheduled Bank)
Ponda Branch, Royal House
Kazirwada, Ponda-Goa-403 401

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

भारत 17670 NON JUDICIAL ११
179881 FEB 28 2019
13:39
R. 2295000/- PB6651
INDIA STAMP DUTY GOA

Purchaser Name... *Arunoday Developers.*

846



DEED OF SALE

For ARUNODAY DEVELOPERS

Nagesh
Partner

[Signature]

For ARUNODAY DEVELOPERS

Sheshan
Partner

Duncalika

1 *Kurcolienkey R.*

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THIS DEED OF SALE is executed at Margao on this 28th day of
FEBRUARY, 2019.



BETWEEN

1) **MR. ANIL RAMKRISHNA KUNCOLIENKAR**, son of Mr. Ramkrishna Kuncolienkar, 74 years old, married, retired, holder of Pan Card bearing no. [REDACTED], Aadhar Card No. [REDACTED], Mobile No. 9665066967, Indian National and his wife;

1a) **MRS. ARCHANA ANIL KUNCOLIENKAR**, daughter of Mukundrao Hosalkar, 69 years of age, married, housewife, holder of Pan Card bearing No. [REDACTED], Aadhar Card No. [REDACTED], Mobile No. 9766825737, Indian National, both residing at H.No. 365, Near Sona Hotel, Fatorda, Margao, Salcete Goa. 403602;

2) **MR. RAJAN R. KUNCOLIKAR** alias **RAJAN R. KUNCOLICAR** alias **RAJAN R. KUNKOLIENKER** alias **RAJAN RAMCRISHNA KUNCOLIENKAR**, son of Mr. Ramkrishna Kuncolikar, 59 years old, married, businessman, holder of Pan Card bearing No. [REDACTED], Aadhar Card No. [REDACTED], Mobile No. 9823037188, Indian National and his wife;

2a) **MRS. SNEHA RAJAN KUNCOLIKAR** alias **SNEHA RAJAN KUNCOLIENKAR**, daughter of Sadanand Naik, 51 years of age, married, housewife, holder of Pan Card bearing No. [REDACTED], Aadhar Card No. [REDACTED], Mobile No. 9823946008, Indian National, both residing at H.No. 790, Chandrawado, Opposite SBI Colony, Margao, Salcete Goa, 403602, hereinafter called "the **VENDORS**" (which expression shall unless repugnant to the context and meaning thereof be deemed to include their heirs, legal

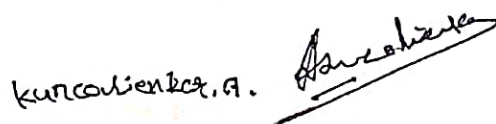
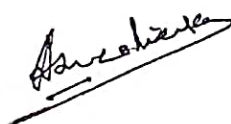
For ARUNODAY DEVELOPERS


Partner

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For ARUNODAY DEVELOPERS


Partner


Kuncolienkar, A. 

representatives, executors, administrators and/or assigns) of the




A N D

ARUNODAY DEVELOPERS, a partnership firm duly registered under the Indian Partnership Act, having its registered office at House No. 72, Kapileshwari, Kavlem, Ponda-Goa (Pan Card No. AAYFA9237F) represented in this Act through its partner **(1) MR. UTPAL UDAY NAGESHKAR**, son of Mr. Uday Khushali Nageshkar, 36 years of age, Indian National, Married, Businessman, Holder of Pan Card bearing No. [REDACTED] Aadhar Card No. [REDACTED], Mobile No. 9545832828, and his wife **(2) MRS. PREETIKA UTPAL NAGESHKAR**, daughter of Shi. Umakant Jayant Banawali, 33 years of age, Indian National, Married, Businesswoman, Holder of Pan Card bearing no. [REDACTED] Aadhar Card No. [REDACTED] Mobile No. 9545232828, both resident of H.No. 72, Arunoday Kapileshwari, Near Kapileshwar Temple, Queula, Ponda – Goa, 403401, hereinafter “the **PURCHASER**” (which expression shall unless repugnant to the context and meaning thereof be deemed to include its legal representatives, administrators and/or assigns, nominees) **SECOND PART;**

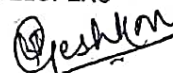
The Vendors have represented to the Purchaser as follows:

- A. That there exist a property known “**Sem Denominacao**” or “**Sem Denominacao Especial**” along with the residential house bearing H. No. 2/8/ (earlier registered as H. No. 365) existing therein located at Fartorda, registered in the Office of Land Registration of Salcete under no. 23804, surveyed in the survey

For ARUNODAY DEVELOPERS



Partner

For ARUNODAY DEVELOPERS


Partner

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Utpal Uday Nageshkar

Kuncooventker A. 

Records of the city of Margao under Chalta no. 41 of P.T. Sheet no. 45, totally admeasuring 2019.00 sq. mts. situated at Fatorda, Margao, within the limits of Municipal Council of Margao, District of Margao and Sub Registrar of South Goa, State of Goa. The said property is better described in Schedule I hereto and shall be hereinafter referred to as the "said property".

- B. That the said property was owned and possessed by one Maria Antonio Fernandes from Margao.
- C. That said Maria Antonio Fernandes as sole and absolute owner of the said property, by a Public Deed with Acquittance dated 02.10.1915 drawn in the Notarial Office of Constancio Roque Bernardo Salvador da Costa, District of Salcete, said Maria Antonia Fernandes sold and or transferred the said property to Maria Joaquina Piedade Herminia Fernandes e Miranda.
- D. That upon purchase of the said property by said Maria Joaquina Piedade Herminia Fernandes e Miranda, the said property came to be inscribed in her name in the Land Registration Office of Salcete under No. 14322.
- E. That by a Deed of Sale with Acquittance dated 5/2/1947 drawn in the Notarial Office of Anandaram Babie Camotim, said Maria Joaquina Piedade Herminia Fernandes e Miranda as sole and absolute owner of the said property sold and or transferred the said property to Smt. Kesarbai Ramkrishna Kunkolienkar also known as Kesarbai Naik Kunkolienkar also known as Exasri Naique also known as Quensor Naique in status of a widow of late Ramkrishna Kunkolienkar.

For ARUNODAY DEVELOPERS

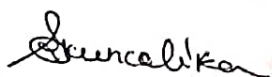

Partner


For ARUNODAY DEVELOPERS


Partner

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F. That said Smt. Kesarbai Ramkrishna Kunkolienkar expired on 21/09/1993 in the status of widow of late Ramkrishna Kunkolienkar leaving behind as sole and universal heirs following children namely :-


- a) Mr. Anil Ramkrishna Kuncolienkar married to Mrs. Archana Anil Kuncolienkar
- b) Mr. Rajan R. Kuncollikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar married to Mrs. Sneha Rajan Kuncollikar alias Sneha Rajan Kuncolienkar
- c) Smt. Sudha Ramkrishna Kuncolienkar
- d) Ms. Vaishali Dhirendra Katkar
- e) Shri. Ganapati Ghode
- f) Smt. Smita Ganapati Ghode
- g) Shri. Bipinchandra Dhirendra Katkar
- h) Smt. Pooja Bipinchandra Katkar
- i) Smt. Gauri D. Katkar
- j) Shri. Vinod Lala Zambauliker
- k) Smt. Yojana Vinod Zambaulicar
- l) Shri. Vishwas Lala Jambavalikar
- m) Smt. Sushama Vishwas Jambavalikar
- n) Shri. Umesh Vishwanat Loliencar
- o) Smt. Vandana Umesh Loliencar


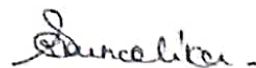
G. That late Smt. Kesarbai Ramkrishna Kunkolienkar had executed a Will on 19.03.1987 drawn before the Notary Ex. Officio Shri. Joanes Agnelo L. Rodriguese, Margao Goa, recoded in his books at folio 83v to 86 of Book No. 138 and by virtue of said Will dated 19.03.1987, said Smt. Kesarbai Ramkrishna Kunkolienkar bequeathed the said property to her two sons namely the Vendors at Serial No. 1 and 2 herein.

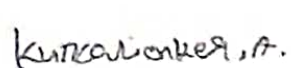
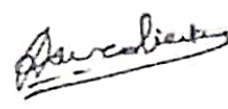
For ARUNODAY DEVELOPERS


Partner 5

For ARUNODAY DEVELOPERS


Partner

H. That in pursuance of the rights conferred in favour of the VENDORS at Serial No. 1 and 2, the survey records in respect of the said property came to be mutated and the names of the VENDORS came to be reflected in the survey records in respect of the said property bearing Chalta No. 41 of P.T. Sheet No. 45 as occupants thereof.

I. That the Office of Collector, South Goa District issued Sanad dated 28.12.2016 bearing No. COL/SAL/SG/CONV/93/2016/13362 with respect to the said property, thereby converting the said property from Agricultural to non Agricultural use.

J. That the portion of the said property to the extent of 130 sq. mts. came to be acquired by the Government of Goa for the purpose of construction of road; vide Notification dated 12.01.2009 bearing No. 23/27/2008-RD and a compensation of Rs. 3,16,615/- (Rupees Three Lakhs Sixteen Thousand Six Hundred and Fifteen Only) came to be awarded in the name of said Smt. Kesarbai Ramkrishna Kunkolienkar by virtue of Award dated 9.10.2012 in Land Acquisition Case No. LQN/2/2009 in respect of the said portion of 130 sq. mts. from the said property bearing Chalta no. 41 of P.T. Sheet no. 45. Upon acquisition of an area of 130 sq. mtrs. from the said property, the said property remained with an area of 1889 sq. mtrs. (2019-130). The said portion of 130 sq. mts. from the said property bearing Chalta no. 41 of P.T. Sheet no. 45 acquired by the Government of Goa is delineated in the plan annexed hereto in red shading.

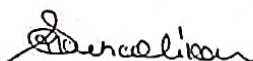
For ARUNODAY DEVELOPERS

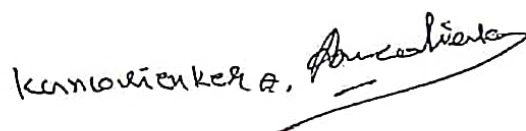

Partner

For ARUNODAY DEVELOPERS

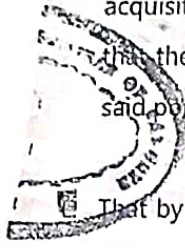

Partner







K. That the VENDORS herein requested the concerned Land acquisition authorities vide communication dated 11.01.2017 that they desire to utilize and retain the Floor Area Ratio of the said portion of 130 sq. mts. in lieu of the compensation awarded.

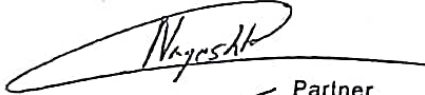


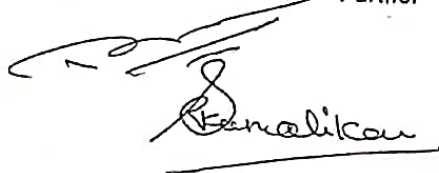
That by Letter bearing no. 23/27/2008-RD dated 26.04.2017, the Government of Goa, Revenue Department sanctioned its approval and by an Agreement dated 03.07.2017 registered in the Office of Sub-Registrar of Salcete under No. MGO-BK1-03043-2017 CD Number MGOD113 dated 04.07.2017 executed and entered into between the Collector of South Goa District and the VENDORS herein, the Government of Goa agreed to compensate the VENDORS by allowing the VENDORS to utilize Floor Area Ratio of the said portion of 130 sq. mts. in lieu of the compensation awarded to the Vendors.

M. That by a Deed of Relinquishment of Illiquid and Undivided Rights dated 28.03.2018 executed before the Sub-Registrar of Salcete at Margao, recorded at folio No. 58 to 60 of Deed Book bearing No. 1649 the following legal heirs of late Smt. Kesarbai Ramkrishna Kunkolienkar namely

- a) Smt. Sudha Ramkrishna Kunkolienkar
- b) Ms. Vaishali Dharendra Katkar
- c) Shri. Ganapati Ghode
- d) Smt. Smita Ganapati Ghode
- e) Shri. Bipinchandra Dharendra Katkar
- f) Smt. Pooja Bipinchandra Katkar
- g) Smt. Gauri D. Katkar
- h) Shri. Vinod Lala Zambauliker
- i) Smt. Yojana Vinod Zambaulicar
- j) Shri. Vishwas Lala Jambavalikar

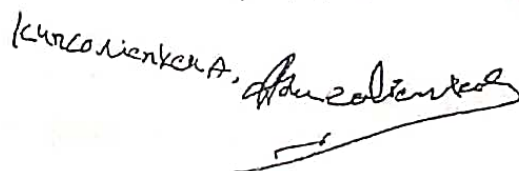
For ARUNODAY DEVELOPERS


Partner


Partner

For ARUNODAY DEVELOPERS


Partner


Partner

k) Smt. Sushama Vishwas Jambavalikar

l) Shri. Umesh Vishwanat Loliencar

m) Smt. Vandana Umesh Loliencar

renounced, released and relinquished all their right, title and interest in respect to said property in favour of the other co-heirs namely the Vendor at serial no. 1 and Vendor at serial no. 2.

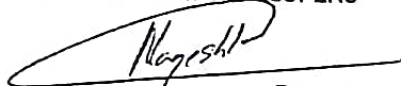
N. That somewhere in the month of April 2018, an inventory proceedings came to be instituted in the Court of Civil Judge Junior Division at Margao bearing Special Inventory Proceedings No. 20/2018/III and in the said Inventory Proceedings Vendor at serial No. 1 came to be appointed as Cabeca de Casal.

O. That in the said Inventory Proceeding Statement of Cabeca de Casal came to be recorded on 01.07.2018 wherein Cabeca de Casal namely the Vendor at serial No. 1 deposed on oath that said Smt. Kesarbai Ramkrishna Kunkolienkar expired on 21.09.1993 leaving behind the heirs referred to above as the sole and universal heirs.

P. That the said property came to be purchased by said Smt. Kesarbai Ramkrishna Kunkolienkar after the death of her husband who expired on 25/03/1945.

Q. That in the said Inventory Proceedings, the said property came to be listed as an asset left over by the deceased Smt. Kesarbai Ramkrishna Kunkolienkar. That Will executed in favour of Vendor No. 1 & 2 and Deed of Relinquishment and or Renouncement of Right by the other heirs of late Smt. Kesarbai Ramkrishna Kunkolienkar namely:

For ARUNODAY DEVELOPERS

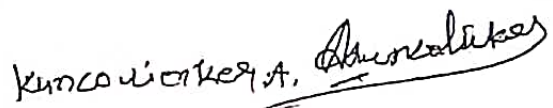


Partner 8

For ARUNODAY DEVELOPERS



Partner



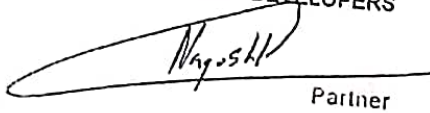
- a) Smt. Sudha Ramkrishna Kuncolienkar
b) Ms. Vaishali Dhirendra Katkar
Shri. Ganapati Ghode
Smt. Smita Ganapati Ghode
c) Shri. Bipinchandra Dhirendra Katkar
f) Smt. Pooja Bipinchandra Katkar
g) Smt. Gauri D. Katkar
h) Shri. Vinod Lala Zambauliker
i) Smt. Yojana Vinod Zambaulicar
j) Shri. Vishwas Lala Jambavalikar
k) Smt. Sushama Vishwas Jambavalikar
l) Shri. Umesh Vishwanat Loliencar
m) Smt. Vandana Umesh Loliencar

were also produced on record as found recorded in the statement of Cabeca da Casal.

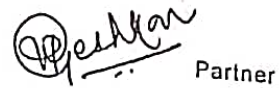
R. That as consequence of the said Will dated 19.03.1987 and Relinquishment of Right by other heirs by virtue of Deed of Relinquishment dated 28.03.2018 referred to above, the said property came to be devolved unto Vendor No. 1 & 2 as such, the Vendor No. 1 & 2 became the absolute owners in possession of the said property.

S. That the Vendor No. 1 & 2 decided to partition and apportion the said property amicably between themselves and as such filed consent terms in the said Inventory proceeding thereby agreeing that 65% of the said property be allotted to the Vendor at Serial No. 1 & 1a and 35% of the said property be allotted to Vendor at Serial No. 2 & 2a.

For ARUNODAY DEVELOPERS

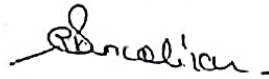

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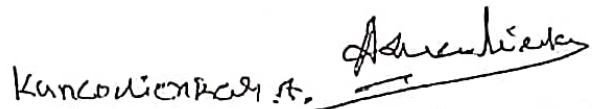
For ARUNODAY DEVELOPERS

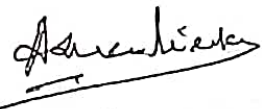

Partner

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Kuncolienkar S.



T. That in accordance with the consent terms dated 01.07.2018 filed by the parties, a Chart of Partition came to be drawn and final decree and order came to be passed by the Court of Civil Judge Senior Division in the said Inventory Proceeding on 04.12.2018, by virtue of which the Chart of Partition came to be confirmed and made absolute.

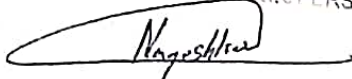
U. That pursuant to the allotment made in the said Inventory proceedings, the said property came to be allotted to the Vendor at Serial No. 1 and 1a in proportion of 65% and 35% to the Vendor at Serial No. 2 and 2a.

V. That the Vendor at serial no. 1 is married to Vendor at serial 1a and Vendor at serial 2 is married to Vendor at serial no. 2a respectively under the regime of communion of assets as such the Vendors herein are the absolute owners in possession of the said property.

W. That an area of 1889 sq. mts. with the residential house bearing no. 2/8/ existing therein forming part of the said property admeasuring 2019 sq. mts. bearing Chalta no. 41 of P.T. Sheet no. 45 of City Survey of Margao along with the F.A.R. allotted to the Vendors by the Government of Goa vide Letter dated 26.04.2017 shall herein after be referred to as the "said plot". The said plot is delineated in plan annexed hereto in green boundary line and is better described in **Schedule II** herein below.

X. The subject matter of the present Deed is the said plot admeasuring 1889 sq. mts. with the residential house bearing no. 2/8/ existing therein along with the F.A.R. allotted to the

For ARUNODAY DEVELOPERS



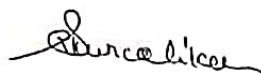
Partner 10


For ARUNODAY DEVELOPERS



Partner





Kumudionna, A. 

Vendors surveyed in the Records of Rights under Chalta no. 41 of
CAPT. Sheet no. 45 of City Survey of Margao.

Y. The Vendors further represented that the Vendors are the
absolute owners in possession in respect of the said plot and
that except for the Vendor, there are no other person/ persons
who can have right, claim and interests in the said plot.

Z. That the said plot is not the subject matter of any statutory
notice under the provisions of Land Acquisition Act or any
Government and or autonomous bodies and or is not subject to
any proceedings before the Income Tax Department.

AA. That there is no road or access through the said plot described
in Schedule II, as an access to any other person, nor there is any
easement right of way to any other person through the said plot.

BB. That there are no tenants and/or any other person who can claim
any right of whatsoever nature in respect of the said plot, the
Vendor being the sole and exclusive owner of the said plot.

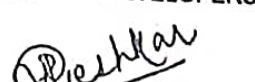
CC. That the said plot described in Schedule II herein below is not
subject to charge and or mortgage and or lien with any bank and
or financial institution and or any person or persons.

DD. **AND WHEREAS**, the Vendors being desirous of selling the said
plot along with the rights to the FAR allotted to the Vendors
pursuant to the Agreement dated 03/07/2017 have approached
the Purchaser and expressed their desire to sell the said plot
along with the rights to the FAR allotted to the Vendors.

For ARUNODAY DEVELOPERS


Partner


For ARUNODAY DEVELOPERS


Partner

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 - Kuncoiencel, A.



EE. **AND WHEREAS**, the Purchaser based on the representations made by the VENDORS above and believing that to be true and agreed to purchase the said plot along with F.A.R. allotted to the VENDORS for the portion allotted to the Government of Goa vide Agreement dated 03/07/2017 for a total consideration of Rs. 5,10,00,000/- (Rupees Five Crores Ten Lakhs Only).

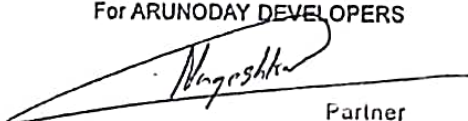
FF. **AND WHEREAS**, the VENDORS and the Purchasers have entered into mutual understanding and in terms of the mutual understanding between the parties hereto, the Purchaser has paid a part consideration of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only) to the Vendors herein from time to time and the balance consideration was agreed to be paid at the time of execution of this Deed of Sale.

GG. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for the said mutual understanding entered into between the VENDORS and the Purchasers, the VENDORS has not entered into any agreement to transfer and or convey the said plot described in Schedule II hereto.

HH. **AND WHEREAS**, the VENDORS have agreed to sell the said plot along with the right to the F.A.R. allotted to the VENDORS vide Agreement dated 03/07/2017 and have agreed to transfer the said F.A.R. along with the plot in favour of the purchasers for a total consideration of Rs. 5,10,00,000/- (Rupees Five Crores Ten Lakhs Only) which is the market value of the said plot and the F.A.R. assigned by the VENDOR in favour of the Purchaser.

For ARUNODAY DEVELOPERS

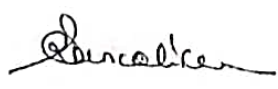
For ARUNODAY DEVELOPERS


Partner


Partner

12



 KUTRANICKER, A.



NOW THIS DEED OF SALE WITNESSETH AS UNDER:-


1. That in consideration of payment of Rs. 5,10,00,000/- (Rupees Five Crores Ten Lakhs Only) paid by the PURCHASER to the VENDORS in the manner herein below stipulated, after deducting 1% T.D.S on the said consideration in terms of the provisions of The Income Tax Act in the manner set out herein below:-


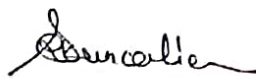
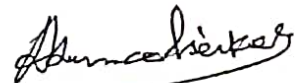
- i. A total amount of Rs. 1,65,75,000/- (Rupees One Crore Sixty Five Lakhs Seventy Five Thousand Only) is paid by the Purchaser to the Vendor at serial no. 1 in the following manner:
 - a. An amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) paid by the Purchaser to the VENDOR at Serial No. 1 vide Cheque bearing No. 021297 dated 04.10.2016 drawn on Bank of Maharashtra, Ponda Branch, receipt of which the VENDOR at Serial No. 1 do hereby acknowledged;
 - b. An amount of Rs. 1,65,750/- (Rupees One Lakh Sixty Five Thousand Seven Hundred Fifty Only) is the TDS paid by the Purchaser, receipt of which the VENDOR No. 1 do hereby acknowledged.
 - c. An amount of Rs. 1,54,09,250/- (Rupees One Crore Fifty Four Lakhs Nine Thousand Two Hundred Fifty Only) paid by the Purchaser to the VENDORS at Serial No. 1 vide Cheque bearing No. 028835 dated 28.02.2019, drawn on Bank of Maharashtra, Ponda Branch, receipt of which the VENDOR at Serial No. 1 do hereby acknowledged;

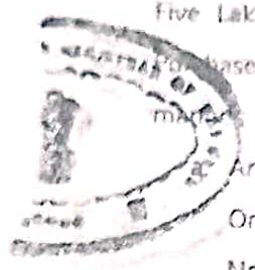
For ARUNODAY DEVELOPERS


Partner

For ARUNODAY DEVELOPERS


Partner



 Kurcaorienket A, 



- ii. A total amount of Rs. 1,65,75,000/- (Rupees One Crore Sixty Five Lakhs Seventy Five Thousand Only) is paid by the Purchaser to the Vendor at serial no. 1a in the following manner:
 - a. An amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) paid by the Purchaser to the VENDOR at Serial No. 1a vide Cheque bearing No. 021298 dated 04.10.2016 drawn on Bank of Maharashtra, Ponda Branch, receipt of which the VENDOR at Serial No. 1a do hereby acknowledged.
 - b. An amount of Rs. 1,65,750/- (Rupees One Lakh Sixty Five Thousand Seven Hundred Fifty Only) is the TDS paid by the Purchaser, receipt of which the VENDOR No. 1a do hereby acknowledged.
 - c. An amount of Rs. 1,54,09,250/- (Rupees One Crore Fifty Four Lakhs Nine Thousand Two Hundred Fifty Only) paid by the Purchaser to the VENDORS at Serial No. 1a vide Cheque bearing No. 028836 dated 28.02.2019, drawn on Bank of Maharashtra, Ponda Branch, receipt of which the VENDOR at Serial No. 1a do hereby acknowledged.


- iii. A total amount of Rs. 89,25,000/- (Rupees Eighty Nine Lakhs Twenty Five Thousand Only) is paid by the Purchaser to the Vendor at serial no. 2 in the following manner:
 - a. An amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) paid by the Purchaser to the VENDOR at Serial No. 2 vide two Cheques namely Cheque bearing No. 021300 dated 04.10.2016 and Cheque bearing no. 028827 dated 17.03.2018 both drawn on Bank of Maharashtra, Ponda Branch, receipt of which

For ARUNODAY DEVELOPERS


Partner

Partner 14

For ARUNODAY DEVELOPERS


Partner







the VENDOR at Serial No. 2, do hereby acknowledged.



b. An amount of Rs. 89,250/- (Rupees Eighty Nine Thousand Two Hundred Fifty Only) is the TDS paid by the Purchaser, receipt of which the VENDOR No. 2, do hereby acknowledged.

c. An amount of Rs. 63,35,750/- (Rupees Sixty Three Lakhs Thirty Five Thousand Seven Hundred Fifty Only) paid by the Purchaser to the VENDORS at Serial No. 2 vide Cheque bearing No. 028832 dated 28.02.2019, drawn on Bank of Maharashtra, Ponda Branch, receipt of which the VENDOR at Serial No. 2, do hereby acknowledged.

iv. A total amount of Rs. 89,25,000/- (Rupees Eighty Nine Lakhs Twenty Five Thousand Only) is paid by the Purchaser to the Vendor at serial no. 2a in the following manner:

a. An amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) paid by the Purchaser to the VENDOR at Serial No. 2a vide Cheque bearing No. 021301 dated 04.10.2016 drawn on Bank of Maharashtra, Ponda Branch, receipt of which the VENDOR at Serial No. 2a do hereby acknowledged.

b. An amount of Rs. 89,250/- (Rupees Eighty Nine Thousand Two Hundred Fifty Only) is the TDS paid by the Purchaser, receipt of which the VENDOR No. 2a, do hereby acknowledged.

c. An amount of Rs. 78,35,750/- (Rupees Seventy Eight Lakhs Thirty Five Thousand Seven Hundred Fifty Only) paid by the Purchaser to the VENDORS at Serial No. 2a vide Cheque bearing No. 028834 dated

For ARUNODAY DEVELOPERS

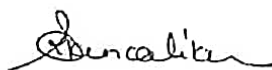

Partner

15

For ARUNODAY DEVELOPERS


Partner









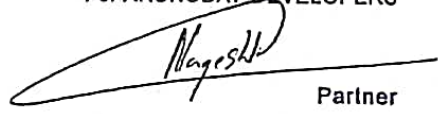


28.02.2019, drawn on Bank of Maharashtra, Ponda Branch, receipt of which the VENDOR at Serial No. 2a, do hereby acknowledged; the VENDORS as absolute owners in possession of all that part and parcel of the land admeasuring 1889 sq. mts. with the residential house bearing H. No. 2/8/ existing therein along with the F.A.R. allotted to the Vendors better described in **Schedule II** hereto forming part of the said property known as "Sem Deno Minacao" or "Sem Denominacao Especial" situated at Fartorda, within the limits of Municipal Council of Margao, District of South Goa, State of Goa, described in Land Registration Office under no. 23804, recorded in city survey records under Chalta no. 41 of P.T. Sheet no. 45, admeasuring 2019.00 sq. mts. and better described in Schedule I hereto, do hereby transfer, convey, grant by way of sale unto the PURCHASERS all that part and parcel of the said plot described in Schedule II along with all the privileges, accesses, easements, appurtenances thereto along with the right of FAR allotted to the VENDORS vide agreement dated 03/07/2017 to have and to hold the same unto the PURCHASERS as absolute Owners thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASERS forever, peacefully without any disturbance and/or hindrance from the VENDORS or any person claiming through them.

2. The VENDOR hereby covenant that the said plot along with the F.A.R. accrued to the VENDORS pursuant to the Agreement dated

For ARUNODAY DEVELOPERS

For ARUNODAY DEVELOPERS


Partner


Partner

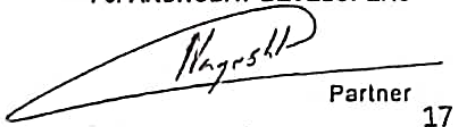
   

03/07/2017 shall henceforth stand transferred and or assigned to the Purchaser absolutely and forever as absolute owner thereof and the Purchaser shall enjoy the said property and utilize the said F.A.R. as absolute owner thereof without any interference and or obstruction and or claim by any person whomsoever.

3. The VENDORS do hereby covenant with the PURCHASERS as under:

- i. That the VENDORS have a clear valid and marketable right, title and interest to the said plot described in Schedule II and are entitled and authorized to sell/alienate the same unto the PURCHASERS.
- ii. That should there be any defect in the title of the said plot hereby conveyed, the VENDORS shall at all times, indemnify and keep the PURCHASERS indemnified for loss suffered on account of such defect, if any, and shall, at their own costs and expenses clear the defect in title of the said plot, if any.
- iii. That the VENDORS shall at the cost and expenses of the PURCHASERS do all that is required for better assuring and/or perfecting the title of the said plot described in Schedule-II hereto in favour of the PURCHASERS, which shall include all necessary acts to secure the mutation of the survey records in respect of said plot in the name of the Purchasers.
- iv. That the VENDORS have today put the PURCHASERS in unconditional exclusive peaceful vacant possession of the

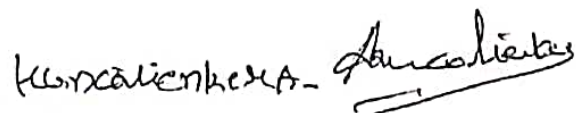
For ARUNODAY DEVELOPERS

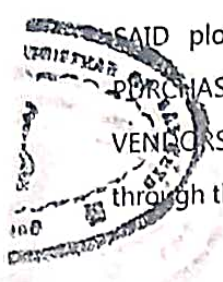

Partner
17

For ARUNODAY DEVELOPERS


Partner


Anand


Anand

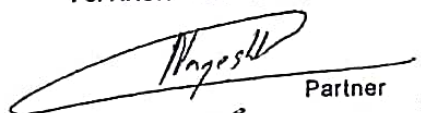


SAID plot described in Schedule II to be held by the PURCHASERS without any harm or hindrance from the VENDORS and/or any other person or persons claiming through the VENDORS.

- v. The VENDORS covenant that there is no road or access through the said plot described in Schedule-II, as an access to any other person, nor there is any easement right of way to any other person through the said plot.
- vi. The VENDORS covenant with the PURCHASERS that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the said plot described in Schedule II hereto.
- vii. The VENDORS covenant with the PURCHASERS that there is no attachment or prohibitory order issued by any competent authority or court prohibiting the sale or transfer of the said plot described in Schedule II.
- viii. The VENDORS covenant to the PURCHASERS that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party by mortgaging or creating a security interest in the said plot described in Schedule II and/or against collateral security thereof.
- ix. The VENDORS covenant to the PURCHASERS that there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the said plot described in Schedule II.

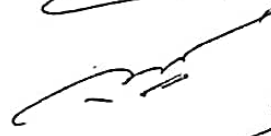


For ARUNODAY DEVELOPERS

For ARUNODAY DEVELOPERS


Partner


Partner

18

  KUNDANIKER A. 



The VENDORS covenant that no other person has any claim, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or otherwise howsoever, in the said plot described in Schedule II and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

- xi. The VENDORS have not entered into any agreement for sale of the said plot hereby conveyed in favour of any person except the agreement which the VENDORS entered with the Purchaser which has resulted into this transaction.
- xii. The said plot described in Schedule II is not a subject matter of any notice under the Land Acquisition or Requisition Act.
- xiii. That there are no tenants protected under any statute and or mundkars or any other person who can claim any right over the said plots, VENDORS being in its direct possession and enjoyment as absolute owners thereof.
- xiv. The VENDORS shall at all times assure that the VENDORS would do all that is required for better assuring and or conveying the title in possession of the said plot in favour of the Purchaser.
- xv. That there is no access and or right of way to any other person or persons through the said plot.

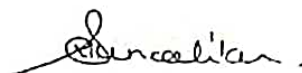

For ARUNODAY DEVELOPERS


Partner

For ARUNODAY DEVELOPERS


Partner



 KUNCO MENKELI A. 

xvi. That there are no arrears of Land Revenue or any other taxes payable in respect of the said plot.

4. That the VENDORS hereby give their No Objection to the Purchaser to carry out mutation in respect of the said plot described in Schedule II by deleting the name of the VENDORS No. 1 & 2 appearing in the survey records thereby including the name of the Purchaser as occupants thereof in respect of the said plot hereby purchased.

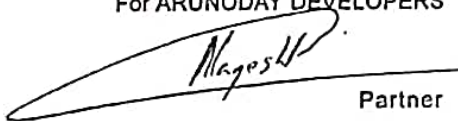
5. The VENDORS hereby accord their no objection to the PURCHASER to transfer the House Tax, Electricity connection and water connection in respect of the said residential house existing in the said plot described in Schedule II in the name of PURCHASERS.


6. The parties to this deed covenants that any change in zone and or any additional FAR or FSI which may be available to the said plot due to change in Building byelaws or due to any other statutory enactment or change in law shall enure to the benefit of the Purchaser, and the VENDORS shall have no claim of whatsoever nature for any such additional FAR and or built up area and or coverage which may be available to the Purchaser and the Purchaser shall be entitled to use the same without any interference / obstruction and or any further instrument of consent from the Purchaser.

7. The VENDORS hereby declare that the said plot described in Schedule II does not belong to Schedule Caste/Schedule Tribe

For ARUNODAY DEVELOPERS

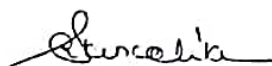
For ARUNODAY DEVELOPERS

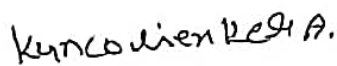

Partner


Partner

20









pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

8. For the purpose of Stamp Duty, the market value of the said plot hereby transferred is Rs. 5,10,00,000/- (Rupees Five Crores Ten Lakhs Only) and accordingly stamp duty of Rs. 22,95,000/- (Rupees Twenty Two Lakhs Ninety Five Thousand Only) is affixed to this Deed of Sale which is borne by the Purchaser.

SCHEDULE — I

All that part and parcel of the property known as "Sem Deno Minacao" or "Sem Denominacao Especial" along with the residential house bearing H. No. 2/8/ existing therein situated at Fartorda, within the limits of Municipal Council of Margao, District of South Goa, State of Goa, described in Land Registration Office under no. 23804, recorded in city survey records under Chalta no. 41 of P.T. Sheet no. 45, admeasuring 2019.00 sq. mts. and is bounded as under:

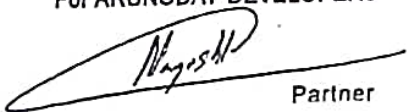
North: By road;

South: by property bearing Chalta no. 42 and Chalta no. 44 of P.T. Sheet no. 45;

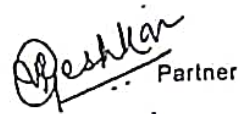
East: by property bearing Chalta no. 40 of P.T. Sheet no. 45;

West: by property bearing Chalta no. 45 of P.T. Sheet no. 45.

For ARUNODAY DEVELOPERS

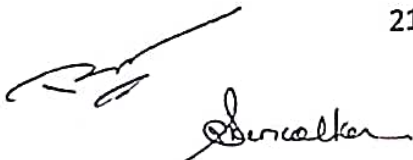

Partner

For ARUNODAY DEVELOPERS


Partner



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SCHEDULE — II

All that part and parcel of the land admeasuring 1889 sq. mts. surveyed in the Records of Rights under Chalta no. 41 of P.T. Sheet no. 45 of City Survey of Margao forming part of the said property known as "Sem Deno Minacao" or "Sem Denominacao Especial" with the residential house bearing H. No. 2/8/ existing therein along with the F.A.R. allotted to the Vendors by the Government of Goa vide Letter dated 26.04.2017, situated at Fartorda within the limits of Municipal Council of Margao, District of South Goa, State of Goa better described in Schedule I herein above is bounded as under:

North: By road;

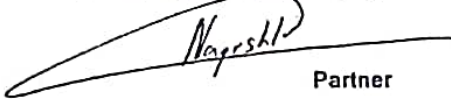
South: by property bearing Chalta no. 42 and Chalta no. 44 of P.T. Sheet no. 45;

East: by property bearing Chalta no. 40 of P.T. Sheet no. 45;

West: by property bearing Chalta no. 45 of P.T. Sheet no. 45.

IN WITNESS WHEREOF the parties hereto have signed this Deed of Sale on the date, month and year mentioned hereinabove.

For ARUNODAY DEVELOPERS


Partner

For ARUNODAY DEVELOPERS


Partner









SIGNED AND DELIVERED

by the within named VENDORS

of the ONE PART:

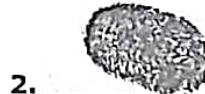


Anil Ramkrishna Kuncolienkar

1) MR. ANIL RAMKRISHNA KUNCOLIENKAR

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS



For ARUNODAY DEVELOPERS

Magesh
Partner

For ARUNODAY DEVELOPERS

Anil Ramkrishna Kuncolienkar
Partner

Anil Ramkrishna Kuncolienkar

Anil Ramkrishna Kuncolienkar



Kuncoienkar, A. Archa

1a) MRS. ARCHANA ANIL KUNCOLIENKAR

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS



For ARUNODAY DEVELOPERS

Nagesh
Partner

For ARUNODAY DEVELOPERS

Peshkar
Partner

Kuncoienkar

24

Kuncoienkar A.



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2) MR. RAJAN R. KUNCOLIKAR alias

RAJAN R. KUNCOLICAR alias

RAJAN R. KUNKOLIENKER alias

RAJAN RAMCRISHNA CUNCOLIENKAR

LEFT HAND FINGER PRINTS RIGHT HAND FINGER PRINTS



For ARUNODAY DEVELOPERS

For ARUNODAY DEVELOPERS

[Handwritten signature]
Partner 25

[Handwritten signature]
Partner

[Handwritten signature]
Kuncolikar

[Handwritten signature]
Kuncolienker A.



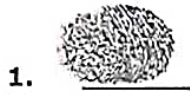
Sneha Rajan Kuncolikar



Sneha Rajan Kuncolikar

2a) MRS. SNEHA RAJAN KUNCOLIKAR alias
SNEHA RAJAN KUNCOLIENKAR

LEFT HAND FINGER PRINTS RIGHT HAND FINGER PRINTS



For ARUNODAY DEVELOPERS

Nagesh
Partner

For ARUNODAY DEVELOPERS

Peshkar
Partner

Sneha Rajan Kuncolikar

Sneha Rajan Kuncolikar

Sneha Rajan Kuncolikar

Kuncolienkar



SIGNED AND DELIVERED
By the within named PURCHASER

of the SECOND PART:

ARUNODAY DEVELOPERS

represented through its Partner

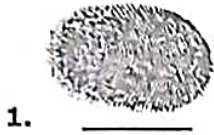


Utpal Uday Nageshkar

(1) MR. UTPAL UDAY NAGESHKAR

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS



For ARUNODAY DEVELOPERS

For ARUNODAY DEVELOPERS

Utpal Uday Nageshkar
Partner

Utpal Uday Nageshkar
Partner

Utpal Uday Nageshkar *Utpal Uday Nageshkar*



U. P. Nageshkar

U. P.



(2) MRS. PREETIKA UTPAL NAGESHKAR

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS



For ARUNODAY DEVELOPERS

For ARUNODAY DEVELOPERS

U. P. Nageshkar
Partner

U. P. Nageshkar
Partner

[Signature]
Kuncojenker A. 28

[Signature]
Kuncojenker A.



In the presence of:

1. Mr. Saesh Subhash Hegde

2. Mr. Dilip Jagannath Amonker

For ARUNODAY DEVELOPERS

Partner

For ARUNODAY DEVELOPERS

Partner

Kuncolika

Kuncolika A.A.



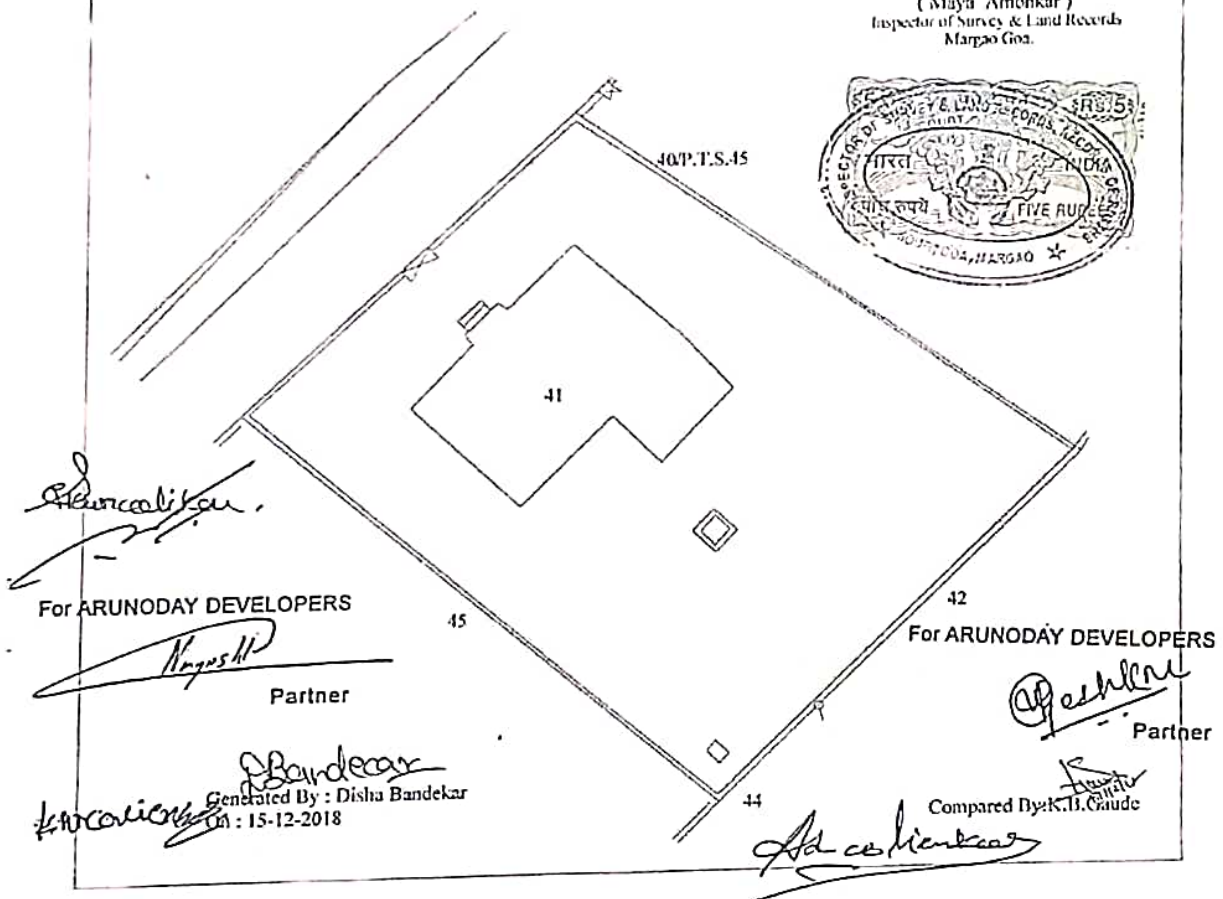
GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MARGAO-GOA

Inward No: CMAR18/29033



Plan Showing plots situated at
 Village : MARGAO
 Taluka : SALCETE
 P.T.Sheet No.45 / Chalta No.41
 Scale : 1:500

Ambraya
 (Maya Amonkar)
 Inspector of Survey & Land Records
 Margao Goa.



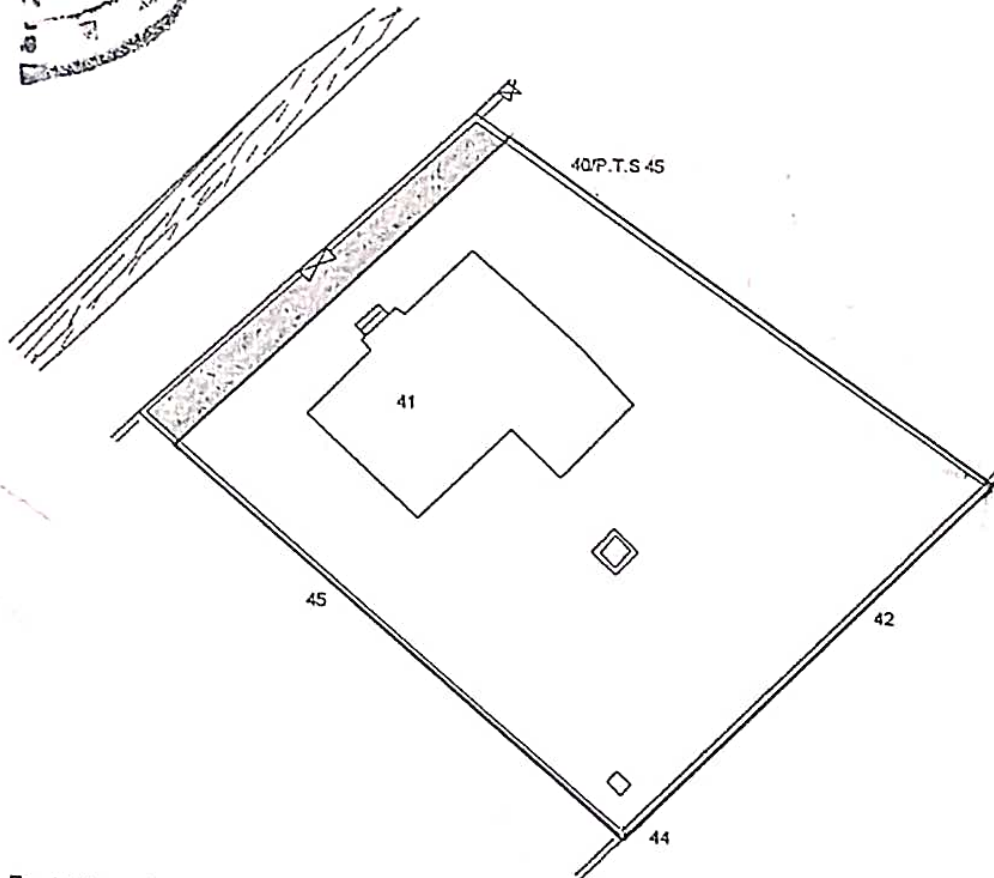


Village : MARGAO
Taluka : SALCETE
P.T.Sheet No 45/Chalta no 41



TOTAL AREA OF PLOT= 2019.00 M2

AREA ACQUIRED BY
GOVERNMENT = 130.00 M2



For ARUNODAY DEVELOPERS

Nagesh
Partner

For ARUNODAY DEVELOPERS

Prashant
Partner

[Signature]

Arunodaya

Kancalkar, Kuncowienker, A.



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Salcete



Date and Time - 06-Mar-2019 11:03:12 am

Document Number - 2019-MGD-345

Registered on 06-Mar-2019 at 11:03:56 am on 06-Mar-2019 in the office of Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	2295000
2	Registration Fee	1785000
3	Mutation Fee	2500
4	Processing Fee	660
Total		4083160

Stamp Duty Required : 2295000

Stamp Duty Paid : 2295000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Utpal Uday Nageshkar ,S/o - D/o Uday Kushal Nageshkar Age: 36 Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - House No. 72, Kapleshwari, Kavle, Ponda-Goa, Address2 - Panaji Goa PAN No.: [REDACTED]			

FUTURE MONODAY DEVELOPERS
 Partner

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anil Ramkrishna Kuncolienkar ,S/o - D/o Ramkrishna Kuncolienkar Age: 74 Marital Status: Married ,Gender:Male,Occupation: Other, Address1 - H. No. 365 Near Sona Hotel Fatorde, Margao Salcete Goa, Address2 - , PAN No.: [REDACTED]			
2	Archana Anil Kuncolienkar ,S/o - D/o Mukund Hosalkar Age: 69, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - H. No. 365 Near Sona Hotel Fatorde, Margao Salcete Goa, Address2 - , PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Rajan R Kuncollkar Alias Rajan R Kuncollkar Alias Rajan Kunkollenker Alias Rajan Ramcrishna Cuncollkar ,S/o - D/o Ramkrishna Kuncollkar Age: 59 Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H. No. 790 Chandrawada Opposite Shri Colony Margao Salcete Goa, Address2 - , PAN No.: [REDACTED]			
	Sneha Rajan Kuncollkar Alias Sneha Rajan Kuncollenkar ,S/o - D/o Sadanand Naik Age: 51, Marital Status: Married ,Gender:Female,Occupation: Advocate, Address1 - H. No. 790 Chandrawada Opposite Shri Colony Margao Salcete Goa, Address2 - , PAN No.: [REDACTED]			
5	Utpal Uday Nageshkar ,S/o - D/o Uday Kushal Nageshkar Age: 36, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - House No. 72, Kapileshwari, Kavlem, Ponda-Goa, Address2 - Panaji Goa. PAN No.: [REDACTED]			
6	Preetika Utpal Nageshkar ,S/o - D/o Daughter Of Anantkant Jayant Banawali Age: 33, Marital Status: Married ,Gender:Female,Occupation: Business, Address1 - H.No. 72, Kapileshwari, Kavlem, Ponda - Goa, Address2 - Panaji - Goa, PAN No.: [REDACTED]			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Saresh Subhash Hegde, 39 ,1979-09-25 ,9822687728 , ,Business , Marital status : Married 403602, 1507, 1507, Dwarka Niwas, Munc Margao Margao, Salcete, SouthGoa, Goa			
2	Dilip Jagannath Amonker, 65 ,1954-01-25 ,94206760 , ,Other , Marital status : Married 403401, H. No. 26 Gauthan Bhatwada Queula Near Shantadurga Temple Ponda North Goa, H. No. 26 Gauthan Bhatwada Queula Near Shantadurga Temple Ponda North Goa Queula, Ponda, SouthGoa, Goa			

Sub Registrar

REGISTRAR
CUM
REGISTRAR
SALCETE

Document Serial No:-2019-MGO-346



Book :- 1 Document
Registration Number MGO-1-329-2019
Date : 06 April-2019

A handwritten signature in black ink, appearing to be a cursive script.

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Salcete)

~~REGISTRAR~~
- CUM -
- REGISTRAR -
~~...~~