

Residency

INDUSIND BANK LTD
CHAZE ART GALLERY
ABADE FARLA ROAD
MARGAO-GOA-403 601
D-5/STP(V)/C.R/35/8/2006-RD(PART-I)

भारत 06122 NON JUDICIAL गीवा
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INDIA STAMP DUTY GOA

Name of Purchaser WE BUILDERS & REALTORS
For Indusind Bank Ltd.


Authorised Signatory

1134/13



Sanjiv Gomes Hawery.

DEED OF SALE

H. B. Pinto
Pinto

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Pinto

This DEED OF SALE is made and executed at Margao, Goa, on this 27th day of FEBRUARY, of the year 2013.

B E T W E E N

1. Mr. ANTONIO FRANCISCO DO ESPIRITO SANTO BARACHO alias ANTONIO FRANCISCO BARACHO, aged about 84 years, son of Mr. Avertino Baracho, retired, married, and his wife;
2. Mrs. MARIA JOANA LIRA VITORIA SACRAMENTA DE SOUZA E BARACHO alias MARIA LIRA BARACHO, aged about 80 years, daughter of late Francisco Zeferino Ligorio Manuelinho de Souza, married, housewife, both residents of Velsao, Salcete Goa, hereinafter jointly referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns).

The Vendor no.1, Mr. Antonio Francisco Baracho is represented herein by his constituted attorney, his wife, the Vendor no.2 herein, Mrs. Maria Lira Baracho, vide General Power of Attorney executed on 16/02/2008 before the Notary, Surexa P. Lotlecar, at Margao, registered under no.2356/2008; a certified copy of which is furnished along with this Deed to the office of the sub registrar.

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M/s. WE BUILDERS & REALTORS, a partnership firm,

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registered under the Indian Partnership Act, 1932, having its registered office at House no.435/D, Guneawaddo, Varca, Salcete, Goa, consisting of partners -

1. Mr. ANTONIO MARTINHO TEOTONIO PINTO alias ANTONIO JOSE PINTO, aged about 56 years, son of late Mr. Jose Camilo Pinto, married, businessman, holding PAN Card No.AHNPP8992Q, resident of House no.435/D, Guneawaddo, P.O. Varca, Salcete, Goa;

2. Mr. SANJIV ANTONIO AGNELO GOMES, aged about 36 years, son of Mr. Donato Antonio Rosario Gomes alias Donaldto Gomes, married, businessman, holding PAN Card No.AEAPG5033K, resident of Sapna Residency, Flat no.A6/S5, Per Seraulim, Colva, Salcete Goa - 403 708;

3. Mr. GABRIEL LEO PINTO, aged about 52 years, son of late Mr. Jose Camilo Pinto, married, businessman, holding PAN Card No.AKYPP1169R, resident of House no.435/E, Guneavaddo, Varca, Salcete, Goa; and

4. Mrs. ANTONETA FLORINA PINTO, aged about 54 years, daughter of late Mr. Remedio Rodrigues, businesswoman, married, holding PAN Card No.BIJPP2343D, resident of House no.11, Gunneavaddo, Varca, Salcete, Goa;

hereinafter referred to as the "PURCHASERS" (which expression shall mean and include all his/its Partners, successors, legal representatives, heirs, administrators, executors and assigns), represented herein by partners -

All parties to this Deed are Indians.



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WHEREAS there exists a property fully described in Schedule 'I' hereto, and which property shall hereinafter be referred to as the "SAID PROPERTY".

AND WHEREAS the said property originally belonged to Mr. Fulgencio da Piedade Santana Baracho alias Fulgencio da Piedade Baracho and his wife, Maria Leopoldina Prudencia Ana da Costa alias Leopoldina a Costa, both residents of Varca, Salcete, Goa.

AND WHEREAS upon the death of said Fulgencio da Piedade Santana Baracho alias Fulgencio da Piedade Baracho and his wife, Maria Leopoldina Prudencia Ana da Costa alias Leopoldina a Costa, they have left behind as their universal heirs -

- a) son, Avertino de Jesus Maria Jose Baracho alias Avertino Baracho married to Maria Blandina Santana Almeida;
- b) daughter, Maria Ermezinha Bernardete da Gloria Baracho married to Ludovico Dias Pereira;
- c) daughter, Maria Piedade Sacramento Baracho, unmarried;

AND WHEREAS said Avertino de Jesus Maria Jose Baracho expired without any testament or any disposition of his last will, but leaving behind his widow and moiety holder, said Maria Blandina Santana Almeida, and as his universal heirs, his children, Mr. Fulgencio Antonio and Antonio Francisco.

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AND WHEREAS upon the death of said Fulgencio and his wife Maria Leopoldina, their entire estate was partitioned by their heirs, vide Deed of Partition and Usury with Mortgage dated 12/01/1952, duly recorded in the Office of the Notary of Salcete Division, situated at Municipal Square, Margao.

AND WHEREAS the said document Deed of Partition and Usury with Mortgage dated 12/01/1952, was executed between said (i) Maria Blandina Santana Almeida, widow AND (ii) Maria Ermezinha Bernardete da Gloria Baracho & her husband Ludovico Dias Pereira; AND (iii) Maria Piedade Sacramento Baracho, unmarried; AND (iv) Fulgencio Antonio Coracao de Jesus Baracho, bachelor; & Antonio Francisco do Espirito Santo Baracho, bachelor; AND Maria Joana Raimunda Viegas; wherein, said Fulgencio Antonio Coracao de Jesus Baracho and his brother Antonio Francisco do Espirito Santo Baracho were allotted in equal shares, all the Immovable Properties which were described under Item nos. 2 to 10 of the said document, which included the SAID PROPERTY herein.

AND WHEREAS vide Certificate of Inscription and Description issued by the Land Registration Office of Salcete, Margao, issued by the Conservador do Registo Predial of Comarca of Salcete, the said property which is described under no.42,945 at folio 114 of Book B, was

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inscribed in favour of Fulgencio Antonio Coracao de Jesus Baracho and Antonio Francisco do Espirito Santo Baracho, both bachelor then, under the Inscription of Transmission no.45,507, among other properties.



AND WHEREAS subsequently, vide a Deed of Exchange of Properties dated 26/07/1974, duly registered in the Office of the Sub Registrar of Salcete at Margao, under no.799 at pages 2 to 8 of Book no.I, Vol. no.132 dated 4/9/1974, Fulgencio Baracho and his wife, Verodiana Felicia Valois Gonsalves e Baracho as "FIRST PARTY" and Antonio Francisco do Espirito Santo Baracho and his wife, Maria Joana Lira Vitoria Sacramento Sousa e Baracho (the Vendors herein) as "SECOND PARTY", executed the said document for exchanging their properties among themselves, wherein, the said property was enlisted under Item no.9 and was allotted exclusively to the Vendors herein, said Antonio Francisco do Espirito Santo Baracho and his wife, Maria Joana Lira Vitoria Sacramento Sousa e Baracho among other properties.

AND WHEREAS the names of said Antonio Francisco do Espirito Santo Baracho and his wife, Maria Joana Lira Vitoria Sacramento Sousa e Baracho are appearing in the column 'Name of Occupant' of Form I & XIV, in respect of the said property as owners of the said property.

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AND WHEREAS in view of the above, the Vendors herein, namely, Antonio Francisco do Espirito Santo Baracho and his wife, Maria Joana Lira Vitoria Sacramento Sousa e Baracho became the exclusive physical owners in possession and enjoyment of the SAID PROPERTY

AND WHEREAS the Vendors have now agreed to sell to the Purchasers and the Purchasers have agreed to purchase from the Vendors, free from any encumbrances, liens, charges etc., a PART of the SAID PROPERTY admeasuring 1,133 sq. mts. on "as is where is" basis, for a total consideration of Rs.20,00,000/- (Rupees twenty lakhs only), which PART admeasuring 1,133 sq. mts. is better described in Schedule 'II' hereto and shall hereinafter be referred to as the "SAID PART".

AND WHEREAS the said amount of Rs.20,00,000/- (Rupees twenty lakhs only) is being paid today by the Purchasers to the Vendors, by cheque bearing No.000009 dated 04/03/2013 drawn on HDFC Bank, Varca branch;

AND WHEREAS the parties hereto now desire to complete the sale of the SAID PART described in Schedule 'II' hereto, by executing this Deed of Sale.

AND WHEREAS the Vendors and the Purchasers hereby declare that the property in transaction does not belong to the scheduled caste/scheduled tribes, pursuant to the notification no.RD/LAND/LRC/318/77 dated 21/8/78.

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NOW THEREFORE THIS DEED OF SALE WITNESSES
AS FOLLOWS :

1. That in consideration of sum of Rs.20,00,000/- (Rupees twenty lakhs only) paid today by the Purchasers to the Vendors as stated above, receipt whereof is hereby admitted and acknowledged by both the Vendors to the Purchasers, THEY THE VENDORS do hereby sell, transfer, convey and assure in favour of the Purchaser herein, the SAID PART described in Schedule 'II' hereto, on "as is where is basis", free from encumbrances, liens, charges, claim or interest of any nature TO HAVE AND TO HOLD the same to the Purchaser, absolutely and forever for quiet and peaceful enjoyment thereof without any hindrance of any nature from any person.

2. That the Vendors shall, at the request and cost of the Purchasers, do, execute and perform all such necessary acts, deeds and things as may be required by the Purchasers for the purpose of more perfectly conveying and assuring in favour of the Purchaser, the SAID PART conveyed hereunder and/or for the purpose of recording & registering in the name of the Purchasers, the SAID PART conveyed hereunder in all Government Records including Land Revenue and Land Survey Records and Village Panchayat records.

3. That the Vendors hereby agree and undertake to save harmless and keep indemnified the Purchasers from and

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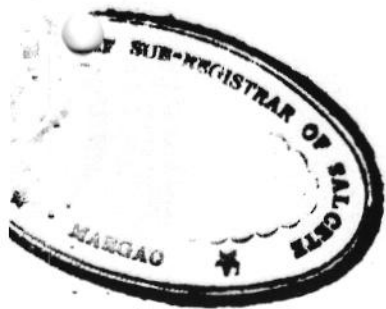
against all losses, charges, costs, or expenses suffered or incurred by the Purchasers by reason of :

- i) there being any defect in title of the Vendors to the said part conveyed hereunder;
- ii) or there being any liens, charges, encumbrances on the said part conveyed hereunder;
- iii) and/or there being any litigation with any person or persons as regards the title to the said part conveyed hereunder.

4. The Vendors have today handed over to the Purchasers, the clean, clear and vacant possession of the SAID PART, and have also handed over the certified copies/originals of the title documents of the said property.

5. The Vendors hereby give consent and no objection to the concerned village panchayat, Land Survey Records, Land Revenue Records for mutation/partition of the said part in the name of the Purchasers, in the column "Name of the Occupant" of Form I & XIV, in respect of the said part and to delete their names.

6. That the Market value of the said part is Rs.20,00,000/- (Rupees twenty lakhs only) accordingly, stamp duty of 2% works out to Rs.40,100/- which is now being affixed to this Deed of Sale, plus registration charges are paid on execution of this Deed of Sale, which are borne by the Purchasers herein.



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Schedule - I

Rustic Property known as CALVADDO situated at village Varca, of taluka of Salcete, district of South Goa, state of Goa, described in the land registration office of salcete under no.42945 at pages 114 of the book B no.111, new series, enrolled in the Taluka Revenue Office, under no.628 and as per the land registration records, the said property is bounded as under -

On the East - by paddy Calvado of Amancio Cunefato de Santos Rodrigues;

On the West - by the property Calvaddo of Antonio R. Luis of Jose Inacio Piedade Baracho, Tapolechem moroda of Maria Felecidade Praxedes de Ana Guadalupe Baracho, property Calvado of Nicolau Tolentino Dias;

On the North - by the property Calvado of Evaristo da Costa of said Amancio Cucufato, of Manuel Severino Pereira, property Calvado of Paulo Joao Fernandes and Mariana Gloria Cruz; and

On the South - by the property Calvado of Amancio Rodrigues e Santos, Dionizio Antonio Peixoto, first addition of Tefolichem manda of Maria Rita da Silva and Antonio Cosme Nascimento das Dores Baracho and property Calvado of Pedro Nicolau Tomentino Dias.

Presently, the said property is bounded on the -

East - by a ditch;

West - by Antonio Baracho, Quirino D'costa and Pizarro Furtado;

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North - by Idina Costa, R. Fernandes, Pedro Antonio Fernandes, Armando Luis and Quirinio D'costa;

South - by Escociana Martins, Vamon Chari, Tolentino Dias and Ulena Fernandes;

The said property admeasures 4625 sq. mts. and is identified in the survey records of village panchayat of Varca, under survey no.3/21,

Schedule - II

PART of the Property known as CALVADDO described in Schedule I' above, situated at village Varca, of taluka of Salcete, district of South Goa, state of Goa, which PART admeasures 1,133 sq. mts. and is bounded as under -

East - by a ditch;

West - by remaining part of the said property;

North - by Idina Costa, R. Fernandes, Pedro Antonio Fernandes, Armando Luis and Quirinio D'costa;

South - by Escociana Martins, Vamon Chari, Tolentino Dias and Ulena Fernandes;

The SAID PART is identified in the survey records of village panchayat of Varca, under survey no.3/21(part), and is shown in RED colour lines, in the plan annexed hereto.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first herein above mentioned.

VENDORS -

Maria Baracho

Maria Baracho



2. Mrs. MARIA JOANA LIRA VITORIA
SACRAMENTA DE SOUZA E BARACHO
alias MARIA LIRA BARACHO for self
and as constituted attorney of
1. Mr. ANTONIO FRANCISCO DO ESPIRITO
SANTO BARACHO alias ANTONIO FRANCISCO
BARACHO



Left Hand Finger Prints



Right Hand Finger Prints

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PURCHASER -

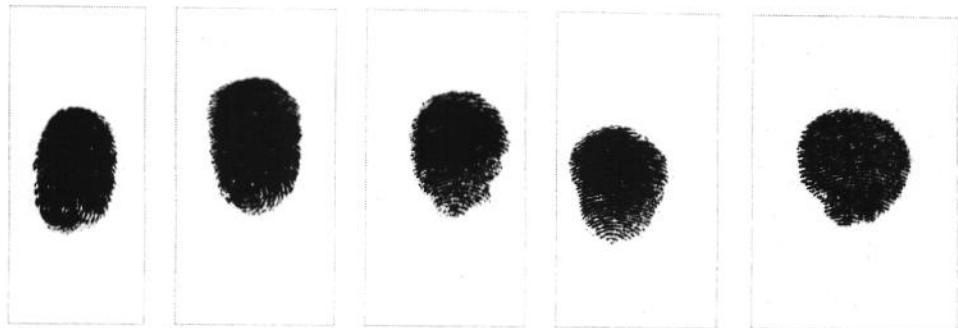
M/s. WE BUILDERS AND REALTORS
A partnership firm represented
Herein by its partners -



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1. Mr. ANTONIO MARTINHO TEOTONIO
PINTO alias ANTONIO JOSE PINTO



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Right Hand Finger Prints

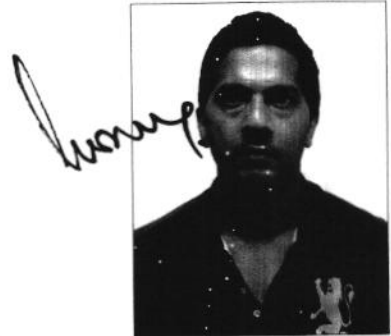
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Partner -



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2. Mr. SANJIV ANTONIO AGNELO GOMES



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Right Hand Finger Prints

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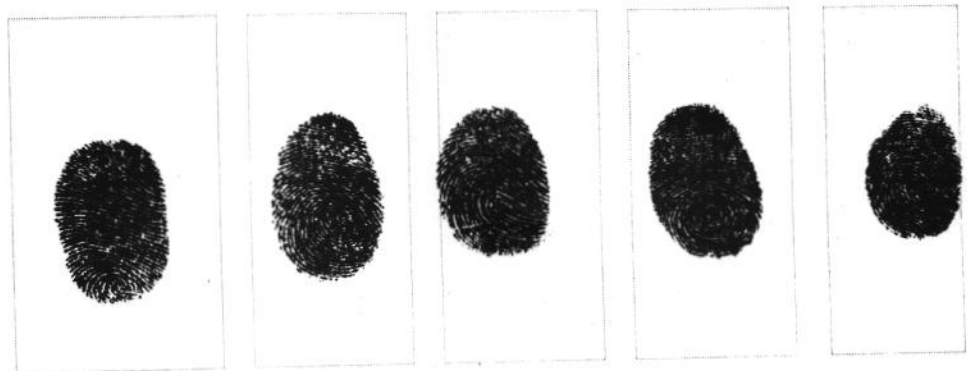
Partner -



3. Mr. GABRIEL LEAO PINTO



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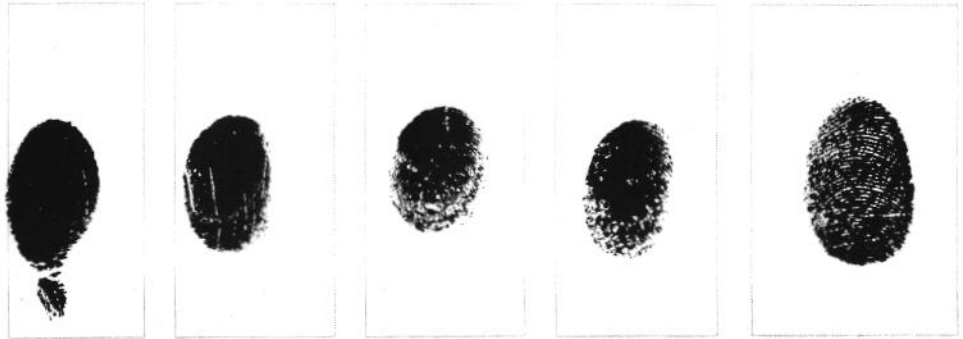
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Partner -

Pinto



4. Mrs. ANTONETA FLORINA PINTO.



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Right Hand Finger Prints

Witnesses :-

1. Mr. S. S. Swadka

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2. Mr. _____

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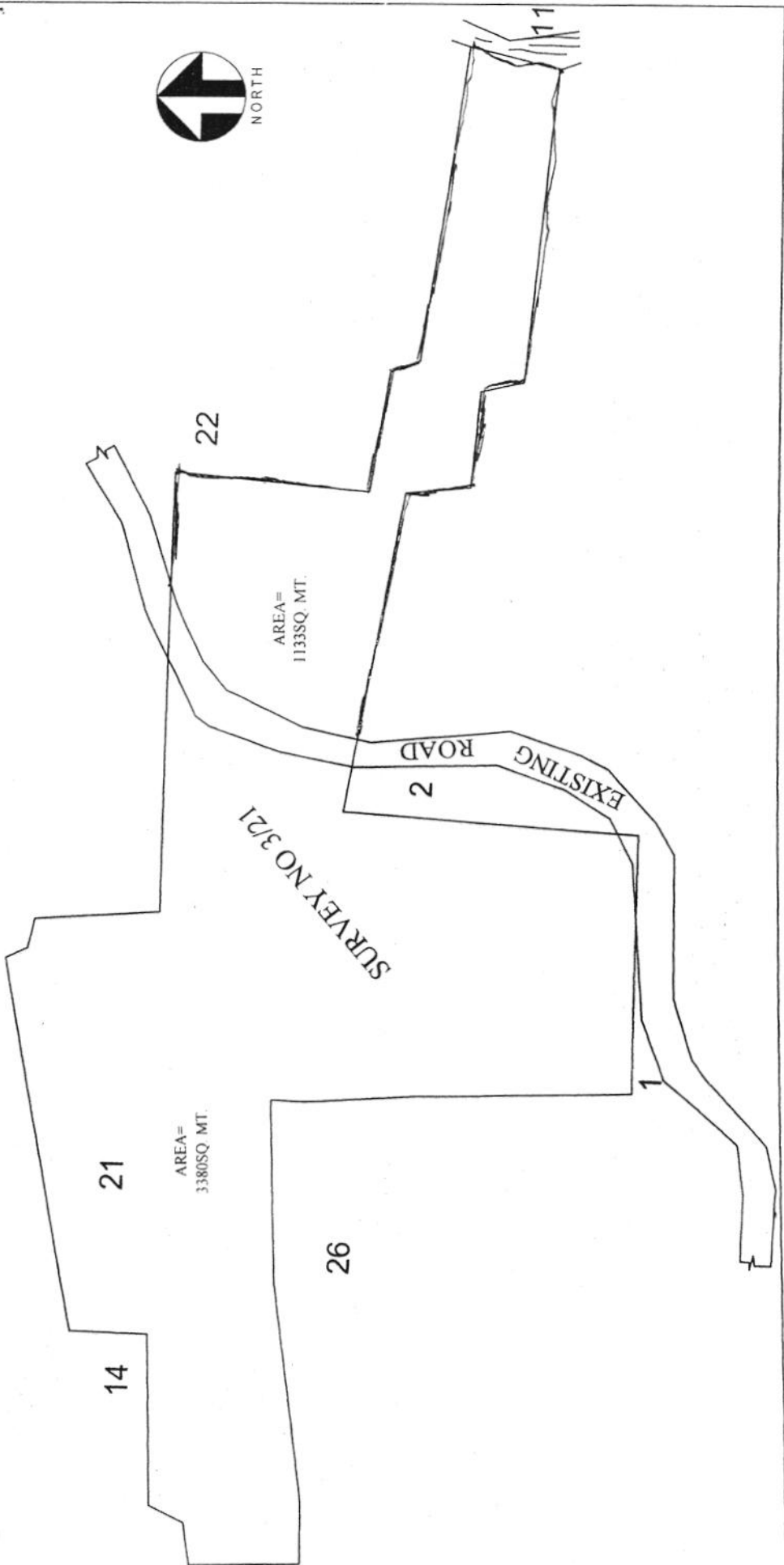
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PLAN OF PLOT BEARING SURVEY NO 3/21 IN VILLAGE VARCA OF SALCETE GOA.



Surveyed: *Shri. Pinto* *Shri. Pinto*



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 27-02-2013 11:20:07 AM

Document Serial Number : 1134



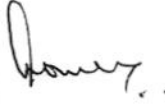
Presented at 10:50:00 AM on 27-02-2013 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	40000.00
2	Processing Fees	300.00
	Total :	40300.00

Stamp Duty Required: 40000.00

Stamp Duty Paid: 40100.00



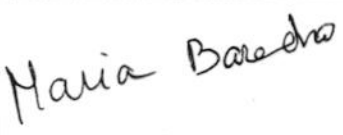
Sanjiv Antonio Agnelo Gomes presenter

Name	Photo	Thumb Impression	Signature
Sanjiv Antonio Agnelo Gomes ,S/o. Donato Antonio Rosario Gomes , Married,Indian,age 36 Years,Business,r/oSapna Residency, Flat No. A6/S5, Per Seraulim, Colva, Salcete - Goa 403 708 As partner of M/s. We Builders & Realtors.			

Endorsements

Executant

1 . Maria Joana Lira Vitoria Sacramento De Souza e Baracho , D/o. Late Francisco Zeferino Ligorio Manuelinho de Souza , Married,Indian,age 80 Years,House-Wife,r/oVelsao, Salcete - Goa Forself as Vendor No. 2 and as Constituted Attorney of Vendor No. 1, by POA dated 16/02/2008 executed before the Notary Surexa P. Lotlecar under Reg No. 2356/2008.

Photo	Thumb Impression	Signature
		




2 . Antonio Martinho Teotonio Pinto alias Antonio Jose Pinto, s/o. late Jose Camilo Pinto, Married, Indian, age 56 Years, Business, r/o H.No. 435/D, Guneawaddo, P. O. Varca, Salcete Goa. As partner of M/s. We Builders & Realtors.

Photo	Thumb Impression	Signature
		


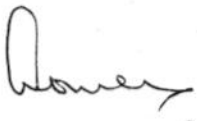
3 . Gabriel Leao Pinto , S/o. Late Jose Camilo Pinto , Married, Indian, age 52 Years, Service, r/o H.No. 435/E, Guneavaddo, Varca, Salcete - Goa As partner of M/s. We Builders & Realtors.

Photo	Thumb Impression	Signature
		

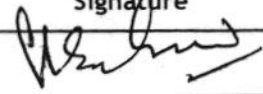
4 . Antoneta Florina Pinto, d/o. late Mr. Remedio Rodrigues, Married, Indian, age 54 Years, House-Wife, r/o H.No. 11, Guneavaddo, Varca, Salcete Goa. As partner of M/s. We Builders & Realtors.


Photo	Thumb Impression	Signature
		

5 . Sanjiv Antonio Agnelo Gomes , S/o. Donato Antonio Rosario Gomes , Married, Indian, age 36 Years, Business, r/o Sapna Residency, Flat No. A6/S5, Per Seraulim, Colva, Salcete - Goa 403 708 As partner of M/s. We Builders & Realtors.


Photo	Thumb Impression	Signature
		


Identification


Sr No.	Witness Details	Signature
1	Sanjay Shirodkar , S/o. Anand Shirodkar , UnMarried, Indian, age 45 Years, Advocate, r/o Margao, Salcete - Goa	


 Suraj B. Vernekar
 Sub Registrar

Book-1 Document
Registration Number MGO-BK1-01108-2013
CD Number MGOD66 on
Date 27-02-2013


Sub-Registrar (Salsette/Margao)
Suraj R. Vaidya
Sub Registrar

Scanned By:- 

Signature: 

Designed and Developed by C-DAC, ACTS, Pune