

(RUPEES FOUR LAKHS NINETY FIVE THOUSAND FORTY ONLY.)

Citizen credit co-operative Bank Ltd.

Margosa Branch,

Shop No G-1, Ground Floor, Block D-1,

Deshan Homes,

Margosa, Goa - 403 547

D-5/STP(V)/C.R./35/1/2013-RI

भारत



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INDIA

STAMP DUTY

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Rs. 0495040

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GOA

NON JUDICIAL

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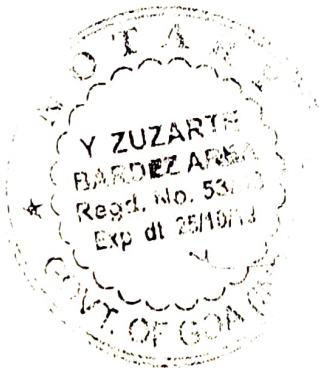
GOA

7716 583284

Name of purchaser RYAN BRAGANZA

598/2018
5/2/2018

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DEED OF SALE

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THIS **DEED OF SALE** is made and executed at Mapusa, Goa on this day of Fifth of February of the year Two Thousand Eighteen (05/02/2018)

BETWEEN

1. **MR ALVARO ORANGE GALO DE AMORIM PINTO**, son of late Mr. Alvaro de Amorim Pinto, aged 79 years, retired, married, a Portuguese National, holder of OCI No. , Passport No. , PAN No. , and his wife,

2. **MRS CANDIDA BRANCO MACHADO DE AMORIM PINTO**, wife of Mr. Alvaro Orange Galo De Amorim Pinto, aged 75 years, housewife, married, a Portuguese National, holder of OCI No. , Passport No. , PAN No. I both being permanent residents of Avenida Madam Curie, 17-2, DTO, Lisboa, Portugal 1070 - 166, and presently residing at Rajwaddo, Mapusa, Bardez - Goa 403507, hereinafter jointly and collectively referred to as the "**VENDORS**" (which expression unless repugnant to the context shall mean and include their legal heirs, legal representatives, successors-in-interest, executors and assigns) of the **FIRST PART**;

AND

THIRTEEN STAR CONSTRUCTION AND DEVELOPERS, an sole proprietorship, having its registered office at Braganza Apartment, Ground Floor, Angod, Mapusa, Bardez - Goa 403507, represented by its Sole Proprietor, Mr. Ryan Mathew Braganza, son of Late Mr. Meteus Jeronimo Secundiano Urbano Braganza alias Mathew Braganza and Mrs. Ilma Iren Das Chagas Colaco e Braganza, aged 39 years, unmarried, businessman, Indian National, PAN No. and a



resident of H. No. 7/100/13, First Floor, Braganza Apartment, Angod, Mapusa, Bardez - Goa 403507, hereinafter referred to as **"PURCHASER"** (which expression shall, unless repugnant or contrary to the context or meaning thereof, shall mean and include his heirs, legal representatives, executors and assigns) of the **SECOND PART**.

WHEREAS Mr. Antonio Sabastiao Pinto absolutely owned and possessed a property along with a residential house therein, admeasuring a total area of 198 sq. mtrs., situated within the limits of the Mapusa Municipal Council, in a ward known as Rajvaddo and Vangorbata also known as Gorbata, Penterchembata, Aradichembata or Raugivado, Taluka and Sub District of Bardez, District - North, State of Goa, surveyed within the City Survey of Mapusa under Chalta Nos. 268 to 275 of P.T. Sheet No. 147 and registered in the Land Registration Office under No. 3629 of Book B 10 new and No. 3968 of Book 11 new, more particularly described in **SCHEDULE I**, which property shall hereinafter for brevity's sake be referred to as the "Property".

AND WHEREAS the said Mr. Antonio Sabastiao Pinto was married to Mrs. Maria Magdalena Fernandes e Pinto without any ante nuptial Agreement and therefore under the regime of communion of assets. That upon his death on 01.11.1929 in the City of Mapusa, Bardez - Goa, the said Mr. Antonio Sabastiao Pinto, left behind his widow Mrs. Maria Magdalena Fernandes e Pinto, as moiety holder or half sharer, three sons and one daughter, as his heirs, all being residents of Mapusa, Bardez - Goa.

AND WHEREAS Mrs. Maria Magdalena Fernandes e Pinto passed away on 10.07.1952 in the city of Mapusa, Bardez - Goa, leaving behind the following heirs:

- i) Mr. Eusebio Lamartine Pinto who was married to

Mrs. Florinda Monteiro Pinto, however both were declared deceased as on 01.07.1950 and 02.12.1966, respectively, leaving behind no children.

- ii) Mr. Alvaro Amorim Pinto who was married to Mrs. Maria Orange Galo Pinto. Mr. Alvaro Amorim Pinto was declared deceased on 27.07.1970 and Mrs. Maria Orange Galo Pinto passed away about 34 years ago, leaving behind their sole and universal heir.

a) Mr. Alvaro Orange Galo De Amorim Pinto married to Mrs. Candida Branco Machado De Amorim Pinto.

- iii) Mr. Joao Felix Pinto who was married to Mrs. Josephina Fernandes e Pinto, both being declared deceased in Africa about 34 years ago and 44 years ago, respectively, leaving behind their sole and universal heir.

a) Mr. Sebastiao Pinto, who passed away as a bachelor in Portugal, leaving behind no heirs.

- iv) Mrs. Erminia Sacra familia Pinto de Souza, who was married to Mr. Evaristo Avelino Leopoldo de Souza, both being declared deceased on 10.01.1987 and 18.10.1975, respectively, leaving behind their sole and universal heirs.

a) Mr. Edgar D'Souza married to Mrs. Eileen D'Souza. Mrs. Eileen D'Souza being declared as deceased in Canada on 31.03.2017, leaving behind her husband and two daughters.

b) Mrs. Sylvie Fernandes married to Mr. Joe Fernandes.

c) Mr. Eric Fermine de Souza married to Mrs. Shirley Teresa de Souza. Mr. Eric Fermine de Souza being declared as deceased in Mumbai, leaving behind his wife Mrs. Shirley Teresa de Souza and his three sons,

- Mr. Michael Roy de Souza married to Mrs. Sinatra de Souza.

- Mr. Mark Roy de Souza married to Mrs. Nanc de Souza.

- Mr. Sean Roy de Souza married to Mrs. Julieann de Souza.

d) Mr. Romeo Anacleto D'Souza married to Mrs. Matilda D'Souza.

AND WHEREAS upon the death of Mrs. Maria Orange Galo Pinto, the VENDORS filed a petition under Article 1117 of the Portuguese Code of Civil Procedure for a declaration that they be declared as the sole heirs of their parents/parent in law, which came to be allowed by the Court of the Civil Judge, Senior Division at Mapusa, Order dated 13.3.2014 passed in Port C.M.A No.69/3013/A.

AND WHEREAS an inventory proceeding was also instituted in the Court Of The Civil Judge, Senior Division, at Mapusa - Goa, Inventory No. 184/2015/C.

AND WHEREAS in the abovementioned Inventory Proceeding instituted in the Court Of The Civil Judge, Senior Division, at Mapusa, Goa, before Mr. Narayan Amonkar, the honourable Civil Judge Senior Division, the "Property" was taken up for auction, which was paid for and awarded to the VENDORS for a total amount of Rs. 2,17,000/- (Rupees Two lakh Seventeen Thousand Only).

AND WHEREAS upon the VENDORS paying owelty monies to all the interested parties who were a part of the auction conducted within the Inventory Proceeding, the VENDORS became the absolute owners of the "Property".

AND WHEREAS the VENDORS and the PURCHASER entered into an Agreement for Development and Sale on 26.03.2013, wherein the VENDORS agreed that upon the conclusion of inventory proceeding, Item Nos. II, III and IV mentioned in the list of Assets in the suit of inventory, constituting the entire "Property" shall be given for development and consequent sale to the PURCHASER for a total amount of Rs 1,10,00,000/- (Rupees One Crore Ten Lakh Only).

AND WHEREAS the VENDORS have represented and declared to the PURCHASER that the VENDORS' title to the "Property" is clean, clear, legal, unencumbered, marketable and subsisting title and that there are no difficulties, legal or otherwise, for sale of the said "Property" free from encumbrances to the PURCHASER and is not the subject matter of any litigation, attachment, seizure, restrictive order of any Judicial, quasi-judicial, authorities, any mortgage or any other encumbrance, whatsoever and that they have not entered into any Memorandum of Understanding, Agreement or transaction, whatsoever in respect of the said property with any person or third party, whomsoever;

AND WHEREAS the parties hereto now desire to complete the sale by execution of this Deed of Sale.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. IN PURSUANCE of the agreement and in consideration of the sum of Rs 1,10,00,000/- (Rupees One Crore Ten Lakh Only) paid by the PURCHASER to the VENDORS, the receipt whereof the VENDORS do

hereby admit and acknowledge and of and from the same and every part thereof both hereby forever acquit, release and discharge the PURCHASER, THEY THE VENDORS as the absolute and exclusive owners of the said property more particularly described in Schedule I hereto, both hereby grant, sell, assign, release, transfer, convey and assure UNTO AND TO THE USE OF the PURCHASER absolutely and forever the said 'Property' TOGETHER WITH all and singular rights, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the property and or any part thereof belonging or in any way appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part thereof to belong or be appurtenant thereto AND all free from encumbrances, charges and liens TO HAVE AND TO HOLD the same to the PURCHASER absolutely and forever.

2. The VENDORS do hereby acknowledge to have received from the PURCHASER the entire consideration amount of Rs 1,10,00,000/- (Rupees One Crore Ten Lakh Only) and the VENDORS herewith give complete discharge to the PURCHASER in respect of the said amount vide the below mentioned Cheques being encashed in favour of the respective VENDORS. The PURCHASER has paid to the VENDORS the entire consideration amount of Rs 1,10,00,000/- (Rupees One Crore Ten Lakh Only) including the Tax Deducted at Source amount at the rate of 23.69%, amounting to Rs 26,05,900/- (Rupees Twenty Six Lakh Five Thousand Nine Hundred Only), in the following manner at the instructions and request of the VENDORS:-

- a. An amount of Rs. 5,00,000/- (Rupees Five Lakh Only) by way of Cheque No. 957005, dated 30.03.2013, drawn in favour of VENDOR NO 1.

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b. An amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) by way of Cheque No. 588903, dated 09.02.2015, drawn in favour of VENDOR NO. 1.

c. An amount of Rs. 5,00,000/- (Rupees Five Lakh Only) by way of Cheque No. 588905, dated 16.02.2015, drawn in favour of VENDOR NO. 1.

d. An amount of Rs. 5,00,000/- (Rupees Five Lakh Only) by way of Cheque No. 181879, dated 27.01.2016, drawn in favour of VENDOR NO. 1.

e. An amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) by way of bank transfer, dated 04.02.2016, drawn in favour of VENDOR NO. 1.

f. An amount of Rs. 26,05,900/- (Rupees Twenty Six Lakh Five Thousand Nine Hundred Only) by way of Tax Deducted at Source at 23.69% on Consideration Value, by way of Challan bearing serial No. 00003, BSR code of collecting bank branch is 6360167, dated 02.02.2018

g. An amount of Rs. 48,94,100/- (Rupees Forty Eight Lakh Ninety Four Thousand One Hundred Only) by way of Banker's Cheque No. 038661, dated 03.02.2018, drawn from Axis Bank Ltd, payable at Panjim branch in favour of VENDOR NO. 1.

3. The VENDORS have delivered to the PURCHASER exclusive possession of the "Property" and the PURCHASER shall be entitled to exclusively hold, enjoy and possess the same absolutely and forever without any claim or

demand or interference from the VENDORS or any person/s claiming through or on behalf of them

4. The VENDORS have represented and declared to the PURCHASER that:-

- a) The title of the VENDORS to the "Property" is clean clear legal unencumbered, marketable and subsisting and that;
- b) The VENDORS are exclusive owners in possession and enjoyment of the "Property" and that;
- c) The "Property" is absolutely free from encumbrances, liens and charges and that there are no dues payable to the Government or any other authority and/or any statutory body/bodies and that;
- d) There are no litigations or legal proceedings of any nature pending in any court or tribunal in respect of the "Property" and that;
- e) There are no difficulties legal or otherwise for sale of the "Property" to the PURCHASER and that;
- f) No attachments or notices from the Central or State Government or any other local body or authority under any Municipal Act or Panchayat Raj Act or any other act or any scheme or legislative enactment, Government Ordinance, Order or Notifications including any notice/proceedings for acquisition or requisitions had/has been issued and served upon the VENDORS in respect of the "Property".

5. The VENDORS hereby accord and convey their "consent" and "no objection" to include the name of the PURCHASER as OWNER thereof in the relevant column of Form "D" of Chalta Nos. 268 to 275 of P. T. Sheet No. 147 of Mapusa City Survey after deleting the existing name of "LATE ANTONIO SABASTIAO PINTO".

6. The VENDORS shall and will from time to time and at all times hereafter, at the request of PURCHASER do and execute and cause

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No. 25/11/2013
25/11/2013

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to be done and executed all such further acts, deeds, things, whatsoever as may be required by PURCHASER at the cost of PURCHASER for more perfectly conveying to PURCHASER the "Property" and every part thereof and/or for recording and registering the "Property" in all government records including Record of Rights, Land Revenue Records, Mapusa Municipal Council, Mapusa City Survey or any other governmental authority and/or For clearance of any encumbrances found on the "Property".

7. The VENDORS agree and undertake to save harmless and keep indemnified the PURCHASER against all claims costs, charges, losses and expenses which the PURCHASER may incur or suffer by reason of any defect in VENDORS' title to the "Property" described in Schedule I hereto conveyed hereunder and or by reason of any encumbrance found on the "Property" conveyed hereunder.
8. The recital of this Deed shall be deemed to be a part of this Deed as if the same was specifically incorporated hereinafter in verbatim.
9. The VENDORS and the PURCHASER do not belong to Schedule Caste and Schedule Tribe community.
10. The market value, of "Property" admeasuring an area of **1984** square meters conveyed hereunder is Rs 1,10,00,000/- (Rupees One Crore Ten Lakh Only) and accordingly stamp duty of Rs.4,95,040 (Rupees Four Lakhs Ninety Five Thousand and Forty Only) has been paid hereto.

SCHEDULE I

ALL THAT "Property" along with a residential house therein, admeasuring a total area of 1984 sq. mtrs., situated within the limits of the Mapusa Municipal Council, in a ward known as Rajvaddo and Vangorbata also known as Gorbata, Pentemchembata, Aradichembata or Raugivado, Taluka and Sub District of Bradez, District - North, State of Goa, surveyed within the City Survey of Mapusa under Chalta Nos. 268 to 275 of P.T. Sheet No. 147 and registered in the Land Registration Office under No. 3629 of Book B 10 new, No. 3968 of Book 11 new, and No. 322 Book B2 old, which is bounded in terms of survey records of Mapusa City Survey as under:-

On the East: By property bearing Chalta No. 288 of P.T. Sheet No. 147

On the West: By Road

On the North: By Road

On the South: By property bearing Chalta No. 276 of P.T. Sheet No. 147

The said "Property" is more clearly shown in red colour boundary lines in the plan annexed to this Deed which plan is duly signed by the parties hereto and shall form an integral part of this Deed of Sale.

IN WITNESSETH WHEREOF the parties hereto have set and subscribed their respective signatures to this Deed on the day, month and year first herein

above written in the presence of the following witnesses after fully considering
and admitting the facts thereof.

[Handwritten signature]

SIGNED AND DELIVERED BY
THE WITHINNAMED VENDORS

) 
) *[Handwritten signature]*
1) MR ALVARO ORANGE GALO DE AMORIM PINTO

L.H.F.P of Mr Alvaro Orange Galo De Amorim Pinto

R.H.F.P of Mr Alvaro Orange Galo De Amorim Pinto

[Five fingerprints on the left side, each on a horizontal line]

[Five fingerprints on the right side, each on a horizontal line]



Candida Branco Machado



2) MRS CANDIDA BRANCO MACHADO DE AMORIM PINTO

L.H.F.P. of Mrs Candida Branco Machado De Amorim Pinto

R.H.F.P of Mrs Candida Branco Machado De Amorim Pinto



SIGNED AND DELIVERED BY

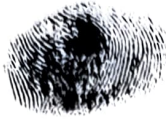
THE WITHIN NAMED PURCHASER



MR. RYAN MATHEW BRAGANZA

L.H.F.P. of Mr Ryan Mathew Braganza

R.H.F.P of Mr Ryan Mathew Braganza



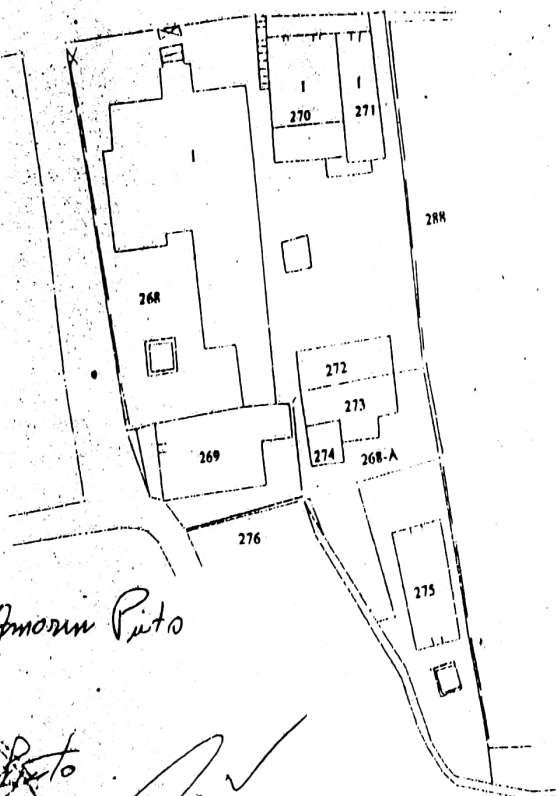
In the presence of:

1. DR. DEEPAK D. VASANTHAR
2. Suresh Dhole



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

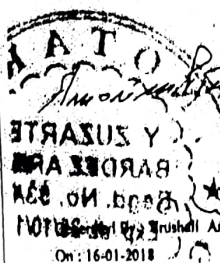
Plan Showing plots situated at
Village : MAPUSA CITY
Taluka : BARDEZ
P.T. SHEET No. 147 / CHAI, TA No. 268, 268-A, 269, 270, 271, 272, 273, 274, 275
Scale : 1:500



(Rajesh M. Ph. Bardekar)
Inspector of Survey &
Land Records



Condado Amorim Pinto



[Signature]

On: 16-01-2018

Compared by: *[Signature]*

REG_1_50537_6

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 05-02-2018 01:12:21 PM

Document Serial Number : 598

Presented at 12:22:00 PM on 05-02-2018 in the office of the Sub Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	385000.00
2	Processing Fees	410.00
	Total :	385410.00

Stamp Duty Required: 495000.00

Stamp Duty Paid: 495040.00

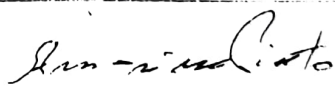
Ryan Mathew Braganza presenter

Name	Photo	Thumb Impression	Signature
Ryan Mathew Braganza, S/o Late Meteus Jeronimo Secundiano Urbano Braganza @ Mathew Braganza, UnMarried, Indian, age 39 Years, Business, r/o H.no 7/100/13, First Floor, Braganza Apts., Angod, Mapusa Bardez Goa. Sole Proprietor of Thirteen Star Construction And Developers, office at Braganza Apts. Ground floor, Angod, Mapusa Goa 403507.			

Endorsements

Executant

1. Alvaro Orange Galo De Amorim Pinto, Married, Portuguese national National of Overseas Citizen of India, age 79 Years, retired, r/o Avenida Madam Curie, 17-2, DTO, Lisboa, Portugal 1070-166 & Pr. at Rajwado, Mapusa Bardez Goa.

Photo	Thumb Impression	Signature
		

2. Candida Branco Machado De Amorim Pinto, W/o Alvaro Orange Galo De Amorim Pinto, Married, Portuguese national National of Overseas Citizen of India, age 75 Years, House-Wife, r/o Avenida Madam Curie, 17-2, DTO, Lisboa, Portugal 1070-166 & Pr. at Rajwado, Mapusa Bardez Goa.

Photo	Thumb Impression	Signature
		<i>Ryan Mathew Braganza</i>

3 Ryan Mathew Braganza, S/o Late Mateus Jeronimo Secundiano Urbano Braganza @ Mathew Braganza, UnMarried, Indian, age 39 Years, Business, r/o H. no 7/100/13, First Floor, Braganza Apts., Angod, Mapusa Bardez Goa. Sole Proprietor of Thirteen Star Construction And Developers, office at Braganza Apts. Ground floor, Angod, Mapusa Goa 403507.

Photo	Thumb Impression	Signature
		<i>Ryan Mathew Braganza</i>

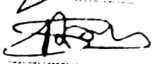
Identification

Sr.
No.

Witness Details

Signature

1. Devanand Vernekar, S/o Jaya Vernekar, Married, Indian, age 41 Years, Service, r/o H. no 881, Porta Vaddo Raim Siolim Bardez Goa
2. Suresh Rajaram Dhole, S/o Rajaram Dhole, Married, Indian, age 42 Years, Service, r/o Angod Mapusa Bardez Goa

Endorsement: Mutation paid fees of Re. 1000/-
vide challan no
dt. 05/02/2018.

With Permission from the Office of the State Registrar-cum-Head of Notary Services Panaji Goa vide letter no 4 81/2018-Registration/43 dated 17.1.2018. & TDS Paid through Axis Bank of Rs. 2605900/- Dated 22.2.2018.

Scanned By:-

Signature -

Designed and Developed by C-DAC, ACTS, Pune



Book-1 Document
Registration Number BRZ-BK1-00793-2018
CD Number BR7D794 on
Date 08-02-2018

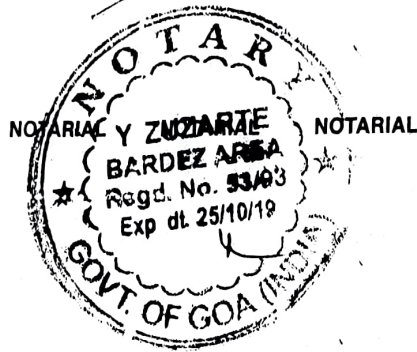
Sub-Registrar (Bardez)

SUB-REGISTRAR
BARDEZ

Scanned By - Sunita

Signature -

Designed and Developed by C-DAC, ACTS, Pune



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Certified that the copy
of the map is correct
28-02-2018

Y. C. ...

NOTARIAL
Bardez Division

Reg. No. 2505/2018