10) For CITIZENCREDIT Co-operative Bank Ltd.

> Loulinho **Authorised Signatory**

SMANN MERKER CO-OP, MSG SOCIETY LTD

D-5/STP(V)/CRL/35/3/2011-RD

HICC 04/01

MAY 82 2013

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Rs.0100000/- PB7223

INDIA STAMP DUTY

Name of Purchaser IGNATIUS A J B RECIRA

Received fees for Rs. Copying (Folios) 60 Capving andorsement

Total Rs 150000

**DEED OF SALE** 

This DEED OF SALE is made at VASCO, MORMUGAO, GOA, on this SIXTH day of MAY of the Year Two Thousand and Thirteen (06/05/2013),

## BETWEEN

- Mrs. SYBIL FERNANDES nee AFFONSO, daughter of late Teodomiro Afonso, aged
   years, housewife, Holder of Pancard bearing No. AADP6494Q, AND HER HUSBAND,
- Mr. RONNIE FERNANDES, son of late
   A.P.Fernandes, aged 80 years, retired,
   Both of them residents of Flat IB/S-4,
   Models Millennium Vistas, Caranzalem,
   Goa,
- 3. Mr. LESLIE AFFONSO, alias LESLIE AFONSO son of late Teodomiro Afonso, aged 67 years, AND HIS WIFE,



...3/-

4. Mrs. SHALINI MENEZES e AFONSO alias SHALINI MENEZES, daughter of Germano Menezes, aged 67 years,

Both of them resident at Flat IB/S-4, Models Millennium Vistas, Caranzalem, Goa,

- 5. Mrs. SUSIE MASCARENHAS nee
  AFFONSO alias SUZIE MASCARENHAS,
  daughter of late Teodomiro Afonso, aged
  63 years, inservice, AND HER
  HUSBAND,
- 6. Mr. FAUSTO MASCARENHAS, aged 67 years, retired,

Both of them residents at 202, Utopia, St. Andrews Road, Bandra, Mumbai, Maharashtra,

7. Mrs. MEENA AFFONSO, widow of late Agnelo Affonso, aged 67 years, housewife,



···4/-

- 8. Mr. ALLAN AFFONSO, son of late Agnelo Affonso, aged 37 years, inservice, AND HIS WIFE,
- 9. Mrs. EVA AFFONSO, daughter of Peter Paul Almeida, aged 37 years, inservice,
- Mr. ADRIAN AFFONSO, son of late
   Agnelo Affonso, aged 33 years, inservice,

All of the residents a A/28, Golder Jubilee Building, 4th Floor, St. Francis Xavier's lane, Thakurwar, Mumbai.

All of them Indian Nationals and hereafter called as "THE VENDORS" (which expression shall unless repugnant the context include their heirs, assigns and legal representatives) of the ONE PART;

AND



...5/-

Mr. IGNATIUS ANTHONY JOSEPH BARRETO PEREIRA alias IGNATIUS TONY PEREIRA, son of Ciriaco Pereira, aged 49 years, businessman, Holder of Pan Card bearing No. ADNPP6711B, Indian National, resident at House No.86/D, Baga, Cansaulim, Salcete, Goa, hereinafter referred to as "THE PURCHASER" (which expression shall unless repugnant to the context include his heirs, assigns and legal representatives) OF THE OTHER PART, AND WITNESSES:

WHEREAS THE VENDORS have represented and covenanted unto THE PURCHASER as follows:

(a) That at Cansaulim Village of Mormugao
Taluka there exists a property bearing
Survey No.37/5 of Cansaulim Village,
known as "LOTE PEQUENO",
admeasuring 1725 sq.mts. and includes
the house therein situated; the said
property is fully described in the
SCHEDULE below;



...6/-

- That the said property originally belonged (b) to Teodomiro Afonso, and on his death devolved on his 5 children, that is, (i) Sybil Fernandes Nee Affonso (THE 1) married to Ronnie VENDOR No. Fernandes (THE VENDOR No.2), (ii) Leslie Affonso (THE VENDOR No. 3) married to Shalini Menezes E Afonso (THE VENDOR No.4), (iii) Susie Mascarenhas nee Affonso, (THE VENDOR No.5) married to Fausto Mascarenhas (THE VENDOR No.6), (iv) Agnelo Affonso married to Meena Affonso (THE VENDOR No.7), and (v) Sr. Monica Affonso alias Mona Afonso;
- (c) That Agnelo Affonso has expired leaving Meena Affonso (THE VENDOR No.7) as his widow and moiety holder, and Allan Affonso (THE VENDOR No.8) married to Eva Affonso(THE VENDOR No.9) and Adrian Affonso (THE VENDOR No.10) as his only heirs;
- (d) That therefore THE VENDOR Nos.1 and 2



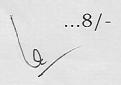
...7/-

have a 1/5<sup>th</sup> undivided right and share, THE VENDOR Nos.3 and 4 have a 1/5<sup>th</sup> undivided right and share, THE VENDOR Nos.5 and 6 have a 1/5<sup>th</sup> undivided right and share, and THE VENDOR Nos.7 to 10 have a 1/5<sup>th</sup> undivided right and share in the said property fully described in the SCHEDULE below;

AND WHEREAS THE VENDORS have offered to sell all their undivided right and share in the said property fully described in the SCHEDULE below, to THE PURCHASER for a total consideration of Rs.49,95,600/-(Rupees Forty Nine Lakhs Ninety Five Thousand Six Hundred Only), free from all encumbrances or charge whatsoever;

AND WHEREAS THE VENDOR No.2 is herein represented by his duly constituted Attorney, Mrs. SYBIL FERNANDES nee AFFONSO, THE VENDOR No.1 above-named by virtue of General Power of Attorney dated





4/4/2005, executed before Notary, Adv. Ulhas G. Shetye, at Vasco, under Registration No.1173/2005;

AND WHEREAS THE VENDOR Nos. 3 and 4 are herein represented by their duly constituted Attorney, Mrs. SYBIL FERNANDES nee AFFONSO, THE VENDOR No.1 abovenamed by virtue of General Power of Attorney executed on 2/3/13, before Notary, Adv. Philomena De Silva, at Margao, under Registration No.3522/13;

AND WHEREAS THE VENDOR Nos. 5 and 6 are herein represented by their duly constituted Attorney, Mrs. SYBIL FERNANDES nee AFFONSO, THE VENDOR No.1 abovenamed by virtue of General Power of Attorney dated 13/10/2004, executed before Notary, Adv.Ulhas G. Shetye, at Vasco, under Registration No.3120/2004;

AND WHEREAS THE VENDOR Nos.7 to 10 are herein represented by their duly



...9/-

constituted Attorney, Mrs. SYBIL FERNANDES nee AFFONSO, THE VENDOR No.1 abovenamed, by virtue of Special Power of Attorney executed before Notary, M.H. Chowdhary, on 10/4/2013 under No.83.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:-

In pursuance of the said agreement and in consideration of Rs.49,95,600/- (Rupees Forty Nine Lakhs Ninety Five Thousand Six Hundred Only), paid by THE PURCHASER to the VENDORS as mentioned in Clause 2 (the receipt of which amount THE below. do hereby acknowledge, VENDORS wherefor grant full discharge) THE VENDORS do hereby TRANSFER BY WAY OF SALE to THE PURCHASER all their 4/5th undivided right and share in the property bearing Survey No. 37/5 of Cansaulim Village fully described in the SCHEDULE below including in the residential house therein situated, TO HAVE and HOLD the same, ever hereafter as his own absolutely, free from any encumbrance or charge whatsoever;



...10/-

- 2. At the request of THE VENDORS, the said consideration due is paid to THE VENDORS as follows:
- (a) Rs.12,48,900/- to THE VENDOR Nos.1 and 2 vide Cheque bearing No.382817, dated 3/5/2013, drawn on the Corporation Bank, Utorda branch, drawn in favour of THE VENDOR No.1.
- (b)Rs.12,48,900/- to THE VENDOR Nos.3 and 4 vide Cheque bearing No. 382818, dated 3/5/2013, drawn on the Corporation Bank, Utorda branch, drawn in favour of THE VENDOR No.3.
- (c) Rs. 12,48,900/- to THE VENDOR Nos.5 and 6 vide Cheque bearing No. 382819, dated, 3/5/2013, drawn on the Corporation Bank, Utorda branch, drawn in favour of THE VENDOR No.5.
- (d)Rs. 12,48,900/- to THE VENDOR No.7 to 10 vide Cheque bearing No. 382820, 3/5/2013, for an dated amount Rs.11,48,900/- drawn on the Corporation Bank, Utorda branch, drawn in favour of THE VENDOR No.7, and Cheque bearing 382821, dated 3/5/2013, for amount of Rs.1,00,000/- drawn on the Corporation Bank, Utorda branch.





- 3. The market value for the purpose of registration of the rights hereby sold is Rs.49,95,600/- (Rupees Forty Nine Lakhs Ninety Five Thousand Six Hundred Only);
- 4. THE VENDORS do hereby covenant with THE PURCHASER as follows:
- a) That the title of THE VENDORS in the rights hereby sold is perfect and unassailable and that THE VENDORS do have the right, power and authority to sell the same without let or hindrance;
- b) That this sale is made free from any encumbrance or charge whatsoever;
- That whensoever reasonably required
  THE VENDORS shall at the cost of THE
  PURCHASER do all that should be
  necessary or convenient to ensure that
  THE PURCHASER peaceably holds and
  enjoys the rights hereby sold to him.
- d) That in the event THE PURCHASER is

...12/-





ever dispossessed from the undivided rights hereby sold or any part thereof BY REASON OF ANY DEFECT IN THE TITLE OF THE VENDORS, THE VENDORS shall adequately compensate THE PURCHASER and shall save THE PURCHASER from loss.

5. That in pursuance to Notification No. RD/LND/LRC/318/77 dated 21/08/1978 of Secretary (Revenue) Government of Goa, THE VENDORS hereby declare that the subject matter of this sale, does not belong nor is owned by Schedule Caste or Schedule Tribe, and as such the previous sanction of the Collector, South Goa District, Margao, is not required for registering the present Deed of Sale.



...13/-

## SCHEDULE

(Property hereby sold)

ALL THAT 4/5<sup>th</sup> undivided right and share in the property bearing Survey No.37/5 of Cansaulim Village, which is known as "LOTE PEQUENO", situated at Cansaulim Village of Mormugao Taluka, Sub-District, District of South Goa, State of Goa, which is not known to be described in the Land Registration Office or enrolled in the Land Revenue Office.

The said Survey No.37/5 of Cansaulim Village admeasures 1725 sq. mts. and includes the residential house and structures therein situated, and is BOUNDED on the EAST by Survey No.37/6, on the WEST by the road, on the NORTH by the Survey Nos.34, 37/2, 37/3 and 37/4, and on the SOUTH by the Survey No.37/8.

IN WITNESS WHEREOF this Deed is made on the day first above mentioned and the parties hereto, have set and affixed their respective photographs, signatures and finger prints in the presence of Witnesses.

A.

...14/-



THE VENDORS:

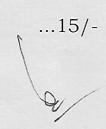
(Mrs. SYBIL FERNANDES, nee AFFONSO, for self and as Attorney of THE VENDOR Nos.2 to 10)



(Right hand finger impressions of Mrs. SYBIL FERNANDES nee AFFONSO)



(Left hand finger impressions of Mrs. SYBIL FERNANDES nee AFFONSO)







THE PURCHASER:



Mr. IGNATIUS ANTHONY JOSEPH BARRETO PEREIRA alias IGNATIUS TONY PEREIRA)









(Right hand finger impressions of Mr. IGNATIUS ANTHONY JOSEPH BARRETO PEREIRA alias IGNATIUS TONY PEREIRA)









hand finger impressions (Left of Mr. IGNATIUS ANTHONY JOSEPH BARRETO PEREIRA alias IGNATIUS TONY PEREIRA)

WITNESSES:

1. ResC. fernenlle



Flatino IBJS-4. Models Millennium Vistas, caranzalem, Goe. forself and As Attorney for other Remaining Vendors from serial No [2 to 10] in this Deed of Sole. 2) 19x. Ignation Anthony Joseph Borreto Pereira, alias Ignation Tony Pereira, Son of Ciriaco Pereira. Haribnel and resident of Hours No 86/D. Boga, Cansarhin, Saleefe, Goc And all parties are Indian Nationals jes 1+2 2 SYBIL FERNANDES Semandes Agratus Tony benen: Est 1- Helv. Cezar Voz. 810 Teofilo Vaz Massied moder Joge, sessant and known to the Sub-Registrar states that he personally knows the above executant and identifica 6 W7

