

**BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN BENCH, PUNE**

IA NO. 731/2025

IN

ORIGINAL APPLICATION NO. 91/2025 (WZ)
(EARLIER ORIGINAL APPLICATION NO. 372/2025 PB)

NEWS ITEM TITLED '20K SQM PILERNE HILL
CONVERSION RISKS LANDSLIDES THREATENS LAKE'
APPEARING IN TIMES OF INDIA DATED 19.07.2025.

AFFIDAVIT ON BEHALF OF APPLICANT

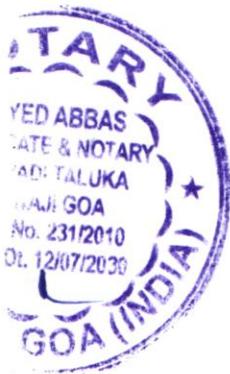
I, Mr. Julian Riachard Mathias, aged 35 years, residing
at Casa Mathias, Near Nirmala Institute of Education, Altinho,
Panaji – Goa, the Director of the Applicant Company, do hereby
solemn affirmation, state and submit as under:

1. I am the Director of Mathias Estates Pvt. Ltd, the Applicant herein. I have been authorised to file the present Additional Affidavit on behalf of the Applicant.
2. I crave to file this Additional Affidavit to bring on record documents providing evidence of the Applicant's ownership of Survey No. 37/1 of Village Pilerne, Taluka Bardez, Goa.
3. I say that the Applicant is the legal owner of the Survey No. 37/1 of Village Pilerne, Taluka Bardez, Goa admeasuring 1,22,500 square meters and the name of Mathis Constructions stands reflected in the occupant's column of Form No. I & XIV in respect of Survey No.37/1 of Village Pilerne, Taluka Bardez, Goa.
4. I say that the said Survey No. 37/1 of Village Pilerne earlier was of the ownership of M/s. Mathias Constructions, a Partnership Firm, vide a duly registered Deed of Sale dated 18th December, 1995. A true copy of the Deed of Sale dated



18th December, 1995 and Form No. I & XIV of Survey No.37/1 of Village Pilerne, Taluka Bardez, Goa are hereto annexed and marked **“EXHIBIT A COLLY”**.

5. I say that the name of the said Partnership Firm was changed from M/s. Mathias Constructions to M/s. Mathias Estates with effect from 02nd September 2024. A true copy of the Deed of Amendment dated 02nd September 2024 to the Deed of Reconstitution of Partnership Dated 08th March 2008 is hereto annexed and marked **“EXHIBIT B”**.



6. I say that the Partnership Firm of M/s. Mathias Estates (earlier M/s. Mathias Constructions) was converted into a Private Limited Company namely M/s. Mathias Estates Pvt. Ltd. with effect from 11th January 2025. A true copy of the Certificate of Incorporation dated 11th January 2025 of M/s. Mathias Estates Pvt. Ltd is hereto annexed and marked **“EXHIBIT C”**.

[Handwritten signature]

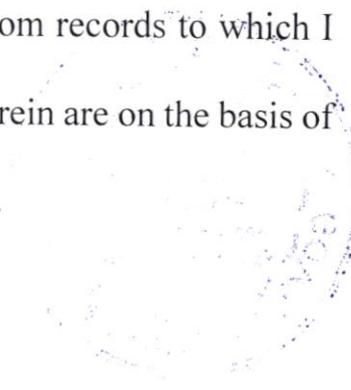
165

7. I say that the Partnership Firm, M/s. Mathias Estates stood dissolved and all the assets, liabilities and business operation of the Partnership Firm stood transferred to the said Private Limited Company namely Mathias Estates Pvt. Ltd. along with the immovable properties, inter-alia, the said Survey No. 37/1 of Village Pilerne. A True Copy of the Deed of Dissolution of Partnership dated 15th January 2025 is hereto annexed and marked **“EXHIBIT D”**.

8. I say that, as such, the Applicant, Mathias Estates Pvt. Ltd. is the lawful owner of the subject property bearing Survey No. 37/1 of Village Pilerne, Taluka Bardez, Goa.

9. I say that the statements made in the foregoing paragraphs are on the basis of information derived from records to which I have access and submissions made therein are on the basis of legal advice which I believe to be true.

[Handwritten signature]



Solemnly affirmed on this 30th day of September, 2025 at Panaji,
Goa.

[Signature]
Deponent

Knadharni.

Identified by me :

KUNAL Y. NADKARNI,
Advocate for the Applicant
TF-04/05, Rani Pramila Arcade Bldg.,
18th June Road, Panaji,
Goa – 403 001.
E-mail : kunalnadkarni79@gmail.com
Mobile : 9881800086
Enrollment No. MAH/2813/2023.



Solemnly affirmed before me by
Shri / Smt. Julian Richard morthias.
who has been identified by
Sayeed
whom I personally known
reg. No. 5752/2025 Dated: 30/09/2025

[Signature]
SAYED ABBAS
Advocate & Notary
Tiswadi Taluka
Panaji, Goa 403001
Reg. No. 231/2010

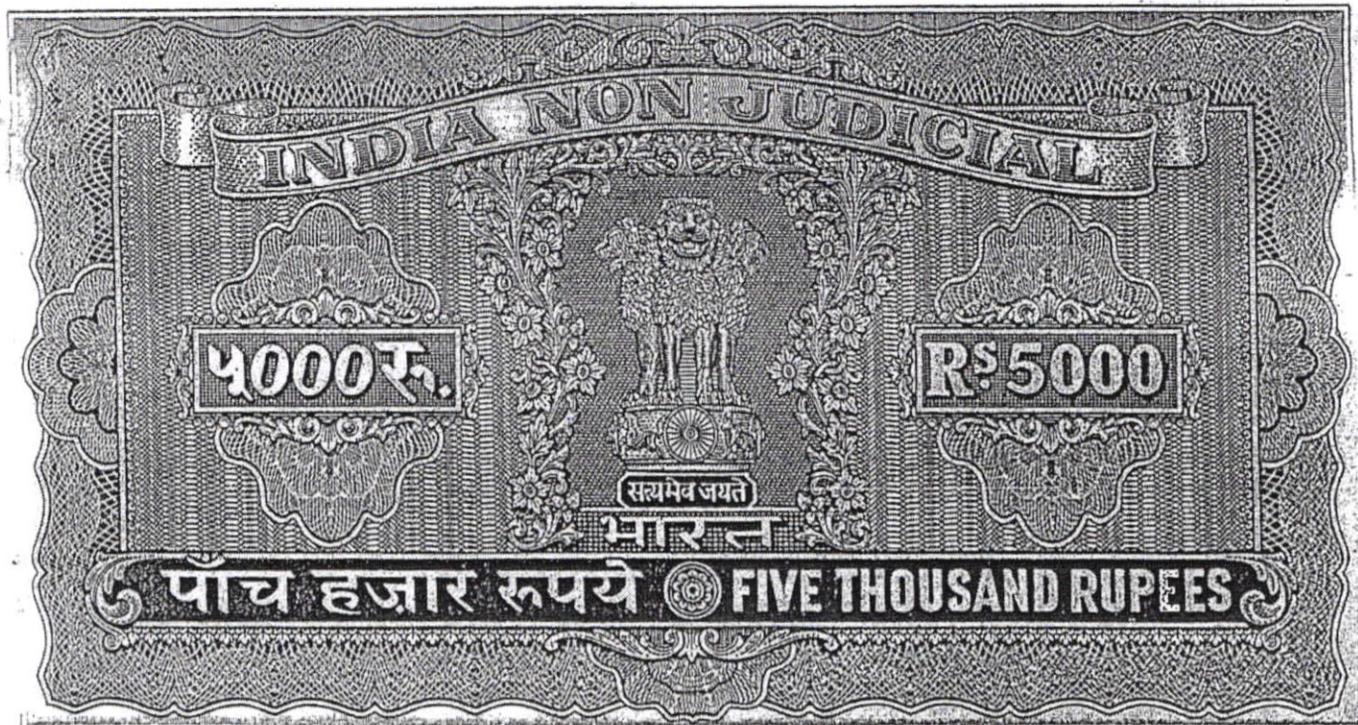


B E T W E E N

(1) MR. MENINO SATURNINO FURTADO, major of age,
residing at Canada, Canadian National of Indian



Origin, son of late Mr. Jose Manoel Santana
Furtado, and his wife (1a) MRS. MARIA DEODITA.

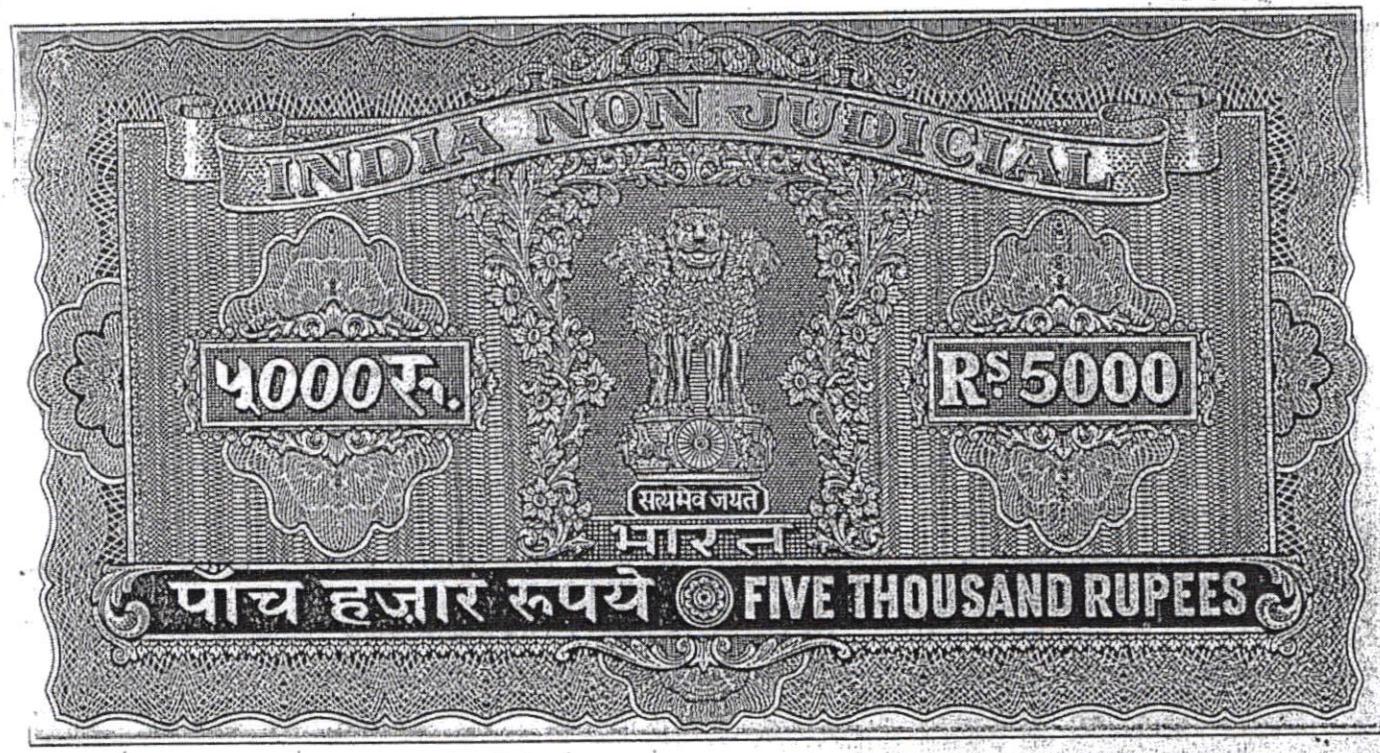


- 4 -

IDINHA LUIZA AMALIA DE ASSUMPCAO FERNANDES E
 FURTADO, major of age, housewife, wife of MR.
 MENINO SATURNINO FURTADO, residing at Canada,

171

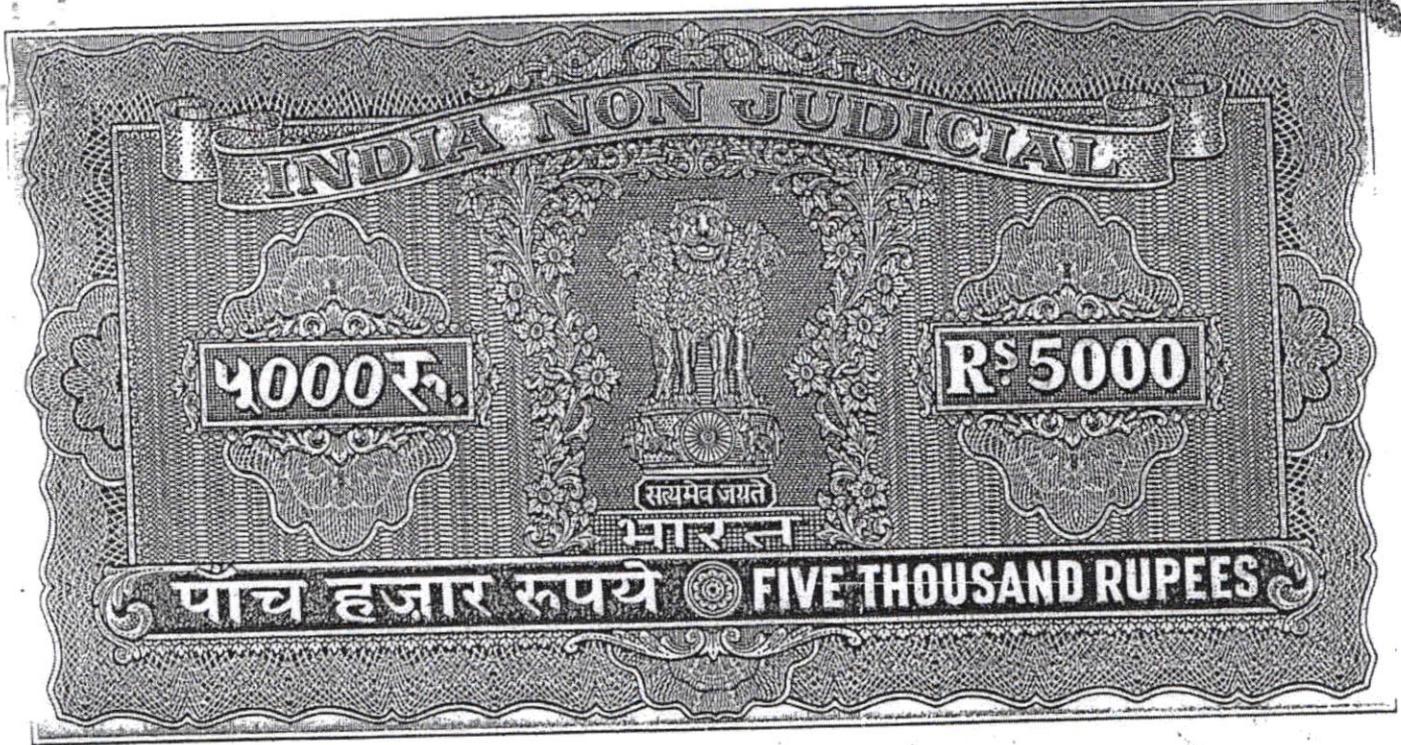
5000RS.



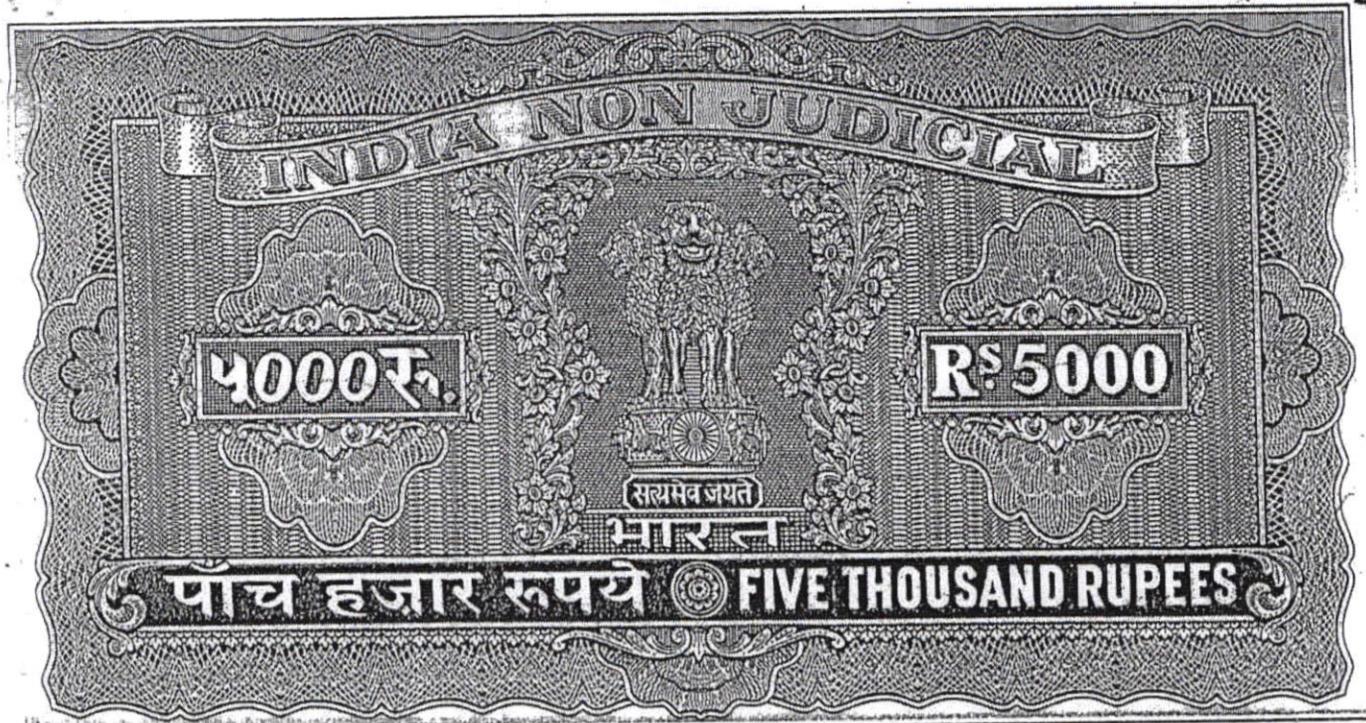
- 5 -

Canadian National of Indian Origin;

A N D



(2) MR. VALENTINE JOSE MAXIMIANO FURTADO, major
of age, residing at Canada, Canadian National of

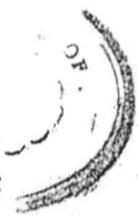
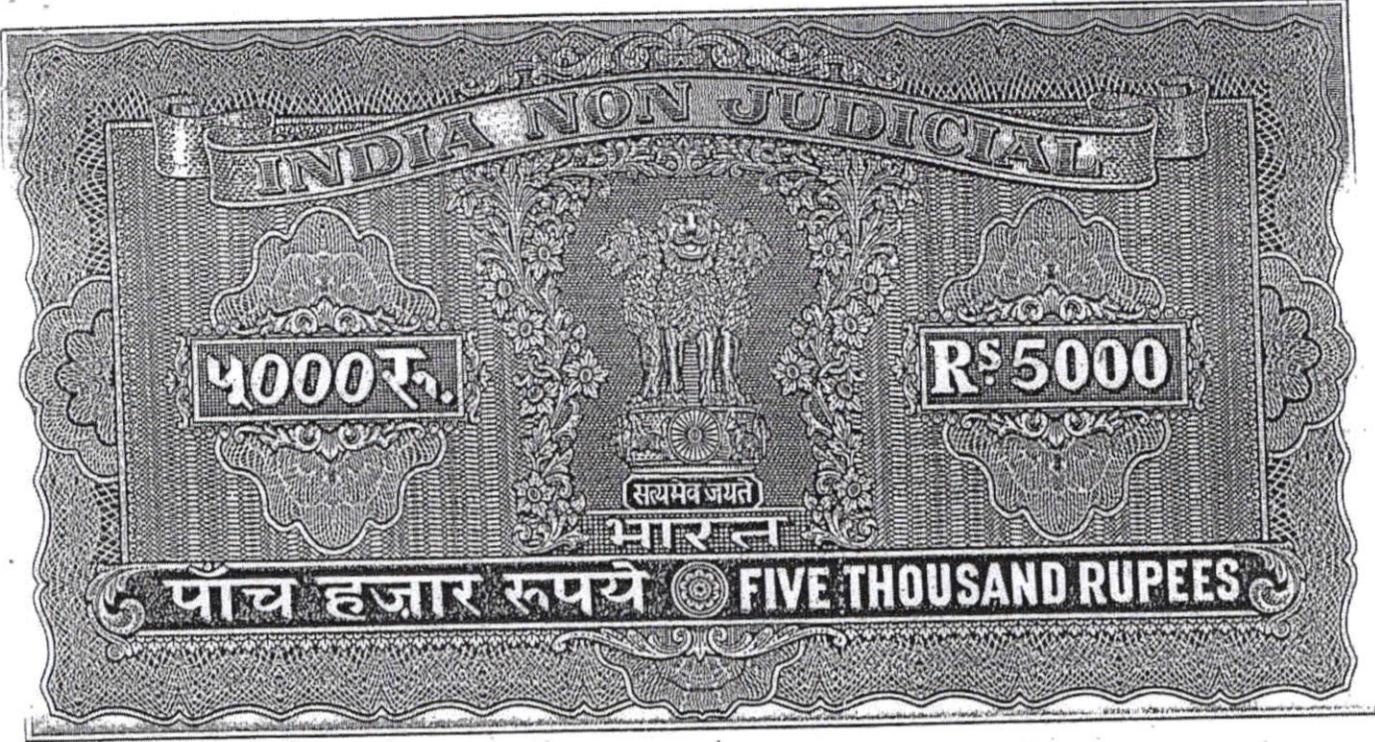


- 7 -

Indian Origin, son of late Mr. Jose Manoel Santana Furtado and his wife (2a) MRS. SYLVIA LUIZA DEODITA BARBARA D'SOUZA E FURTADO, major of age,

174

5000Rs.



housewife, wife of MR. VALENTINE JOSE MAXIMIANO
FURTADO, residing at Canada, Canadian National of.

175

5000Rs.



- 9 -

Indian Origin;

A N D

(3) MR. CHRISTIE LAWRENCE FURTADO, major of age,

5000Rs.



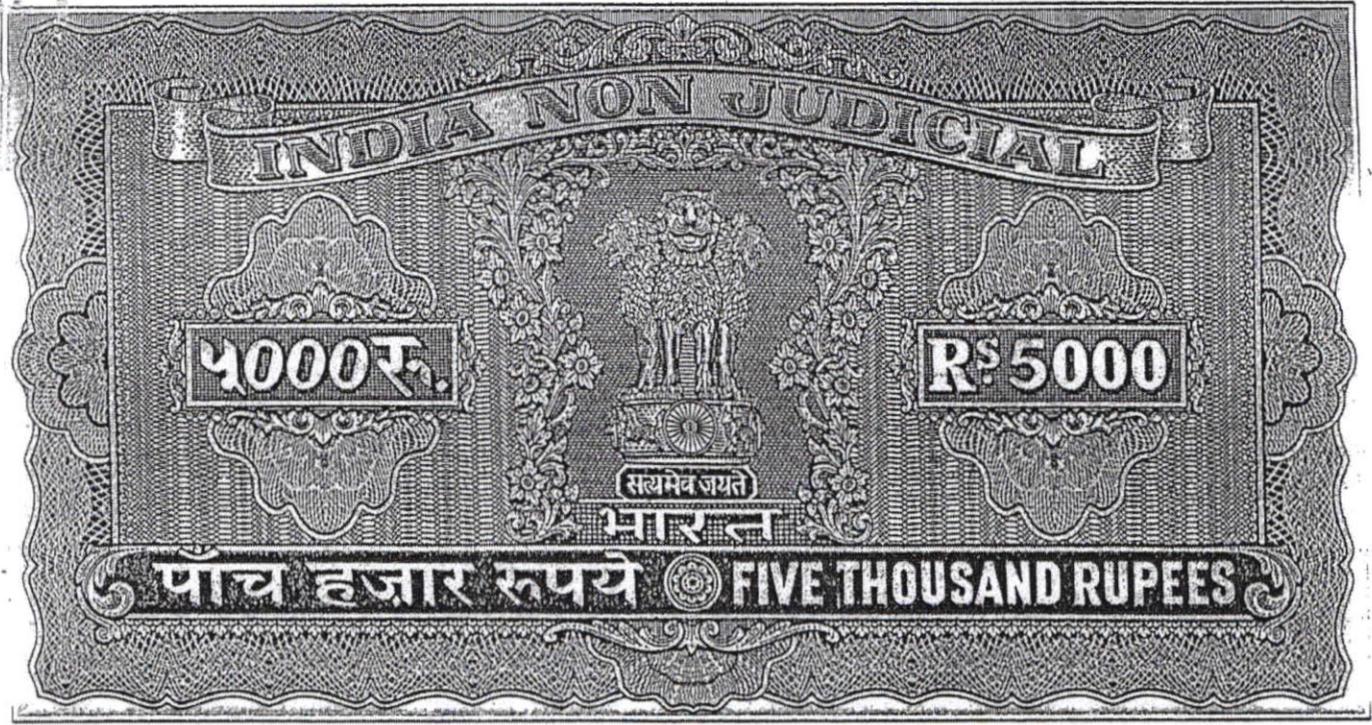
residing at Canada, Canadian National of Indian Origin, son of late Mr. Jose Manoel Santana



Furtado, and his wife (3a) MRS. ANGELA ANTHONIA
CICILIA D'SOUZA E FURTADO, major of age, house-
wife, wife of MR. CHRISTIE LAWRENCE FURTADO,

178

5000Rs.



residing at Canada, Canadian National of Indian
Origin;

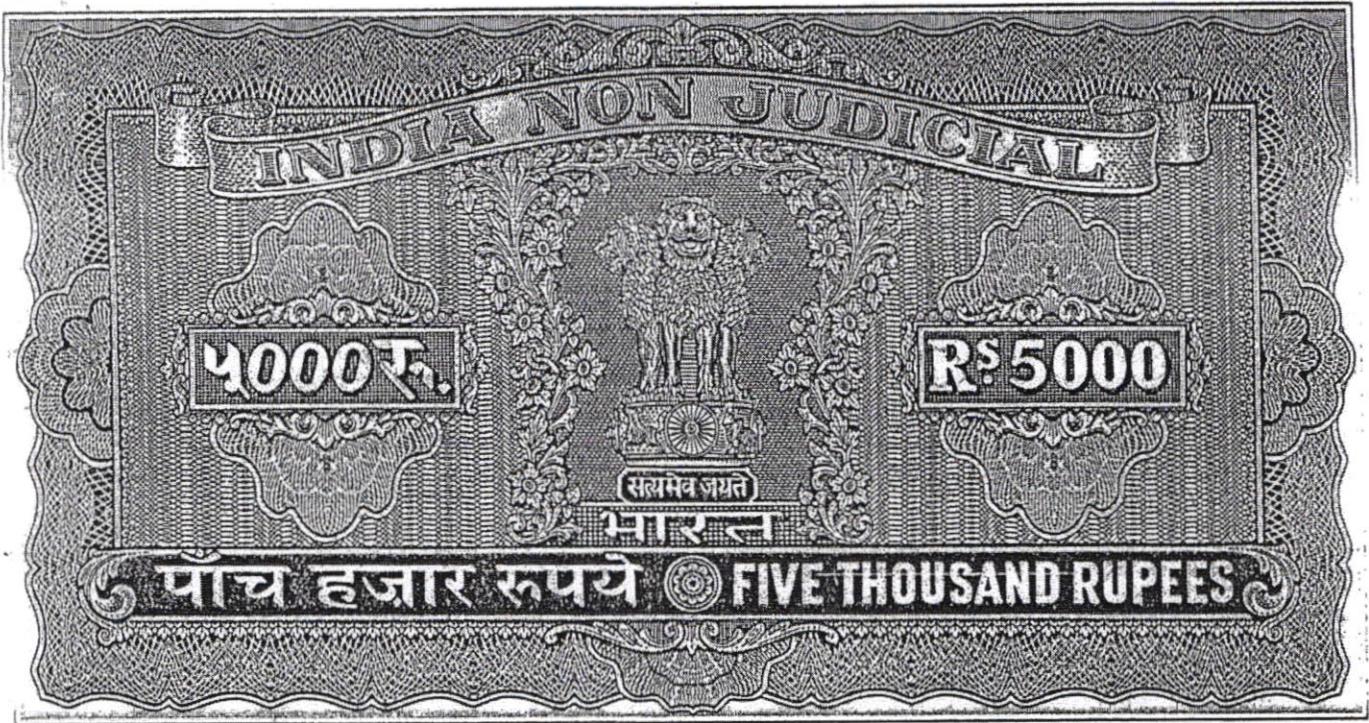
5000Rs.



- 13 -

A N D

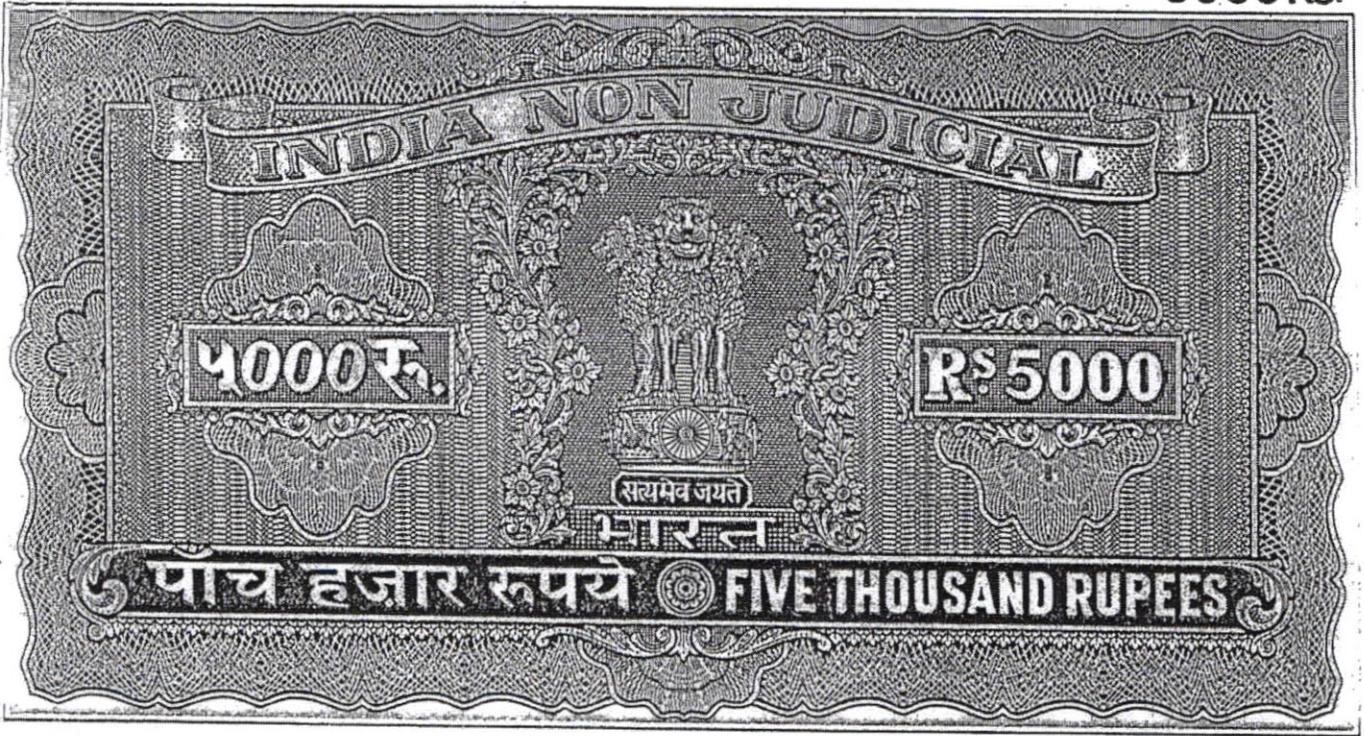
(4) MRS. JULIA OLGA. FURTADO DE SOUSA, major of
age, housewife, daughter of late Mr. Jose Manoel



Santana Furtado, residing at Bombay, and her
husband (4a) MR. CHICO DE SOUSA, son of late Mr.

181

5000Rs.



- 15 -

Francisco Xavier de Souza, major of age, Indian National, residing at Bombay.

182

5000Rs.



- 16 -

The VENDORS at Serial No. (1) (1a) represented, herein by MRS. BLANCHE DE LEMOS E PEREIRA daughter of late Mr. Lourenco Roque Assumcao de



Lemos, major in age, resident of Porvorim vide
Power of Attorney dated 28/04/1993 attested

5000Rs.

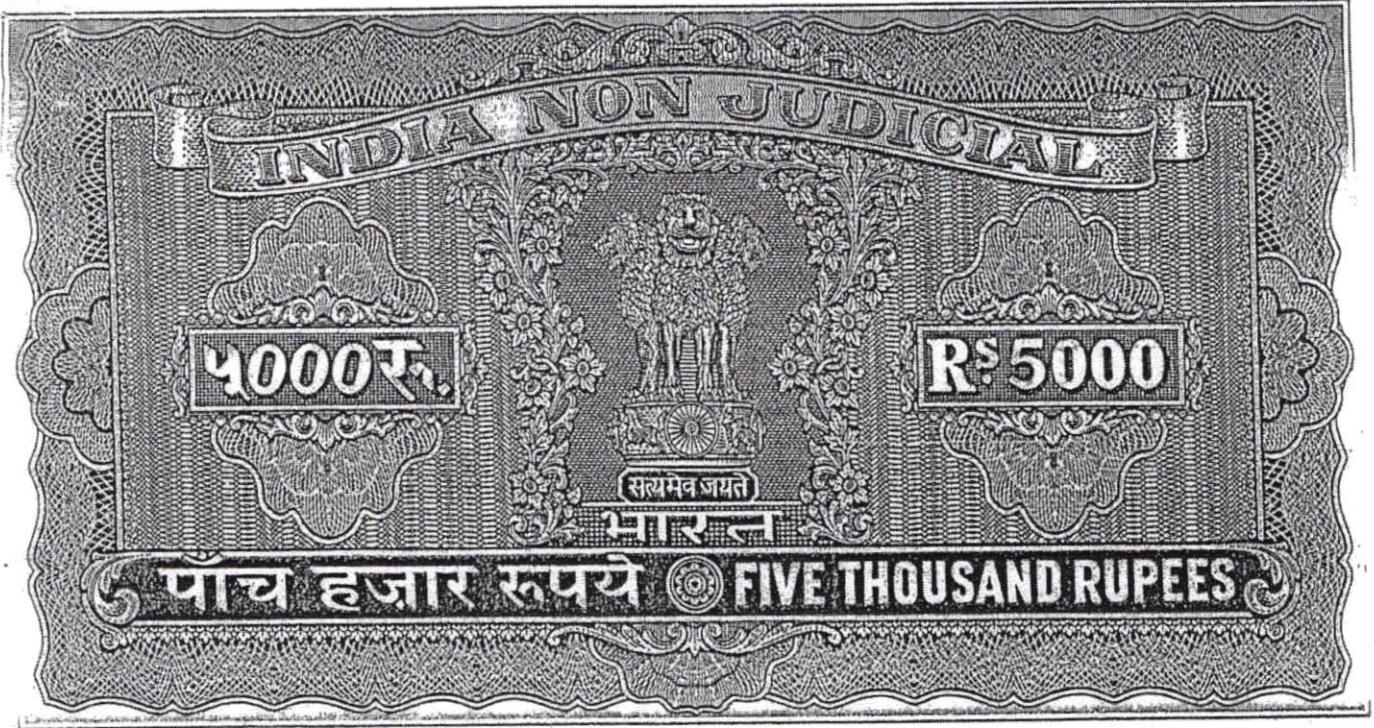


- 18 -

before the Notary Mr. Thomas Mark Matkin of
Canada; (2) (2a) represented herein by MRS.
BLANCHE DE LEMOS E PEREIRA daughter of late Mr.

185

5000Rs.



- 19 -

Lourenco Roque Assumcao de Lemos, major in age,
resident of Porvorim vide Power of Attorney dated

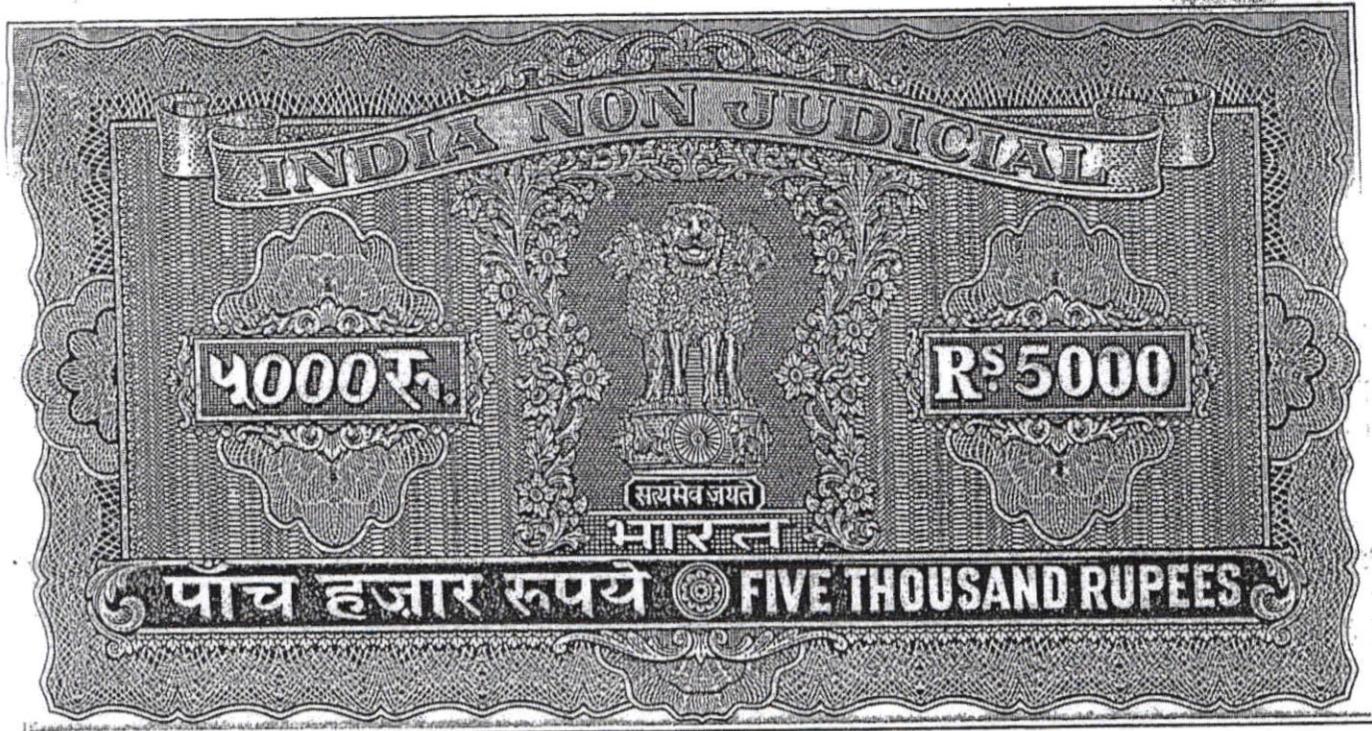
5000Rs.



- 20 -

03/05/1993 attested before the Notary Mr. James
G. Foster of Canada; (3) and (3a) represented
herein by MRS. BLANCHE DE LEMOS E PEREIRA daugh-

5000Rs.

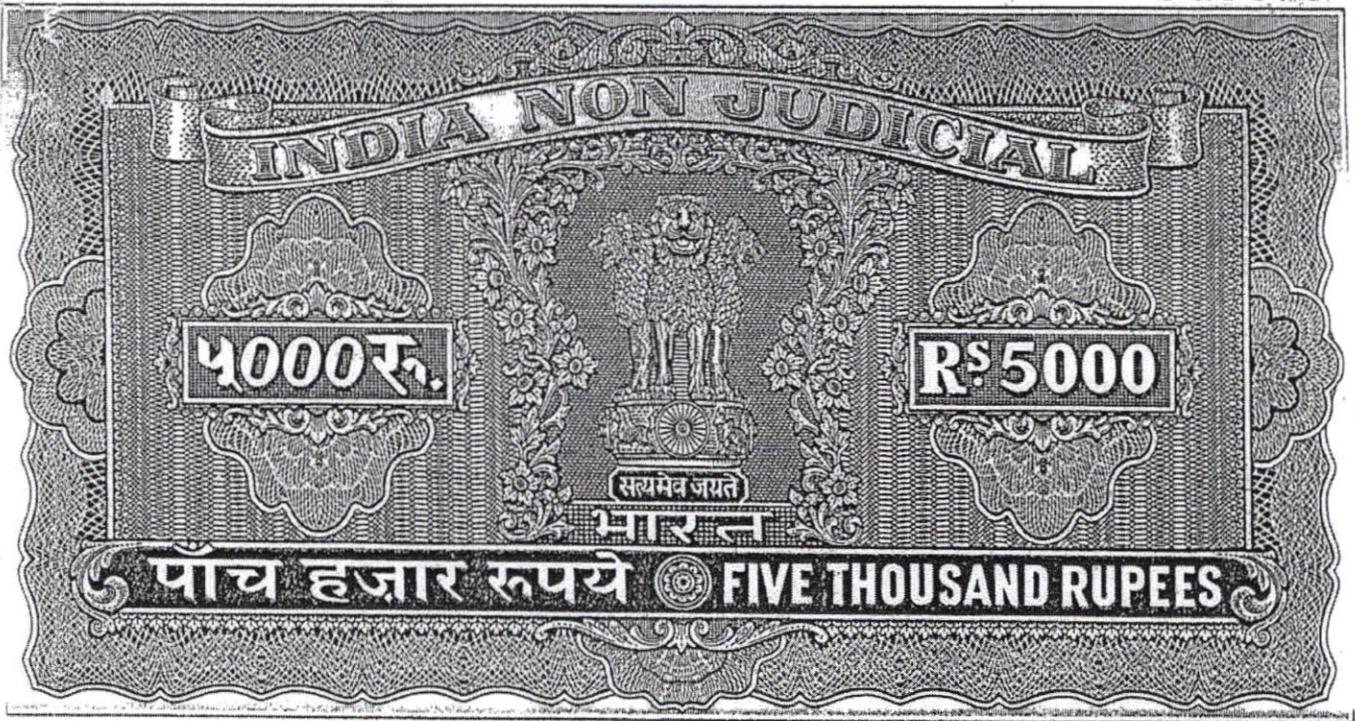


- 21 -

ter of late Mr. Lourenco Roque Assumcao de
Lemos, major in age, resident of Porvorim, vide

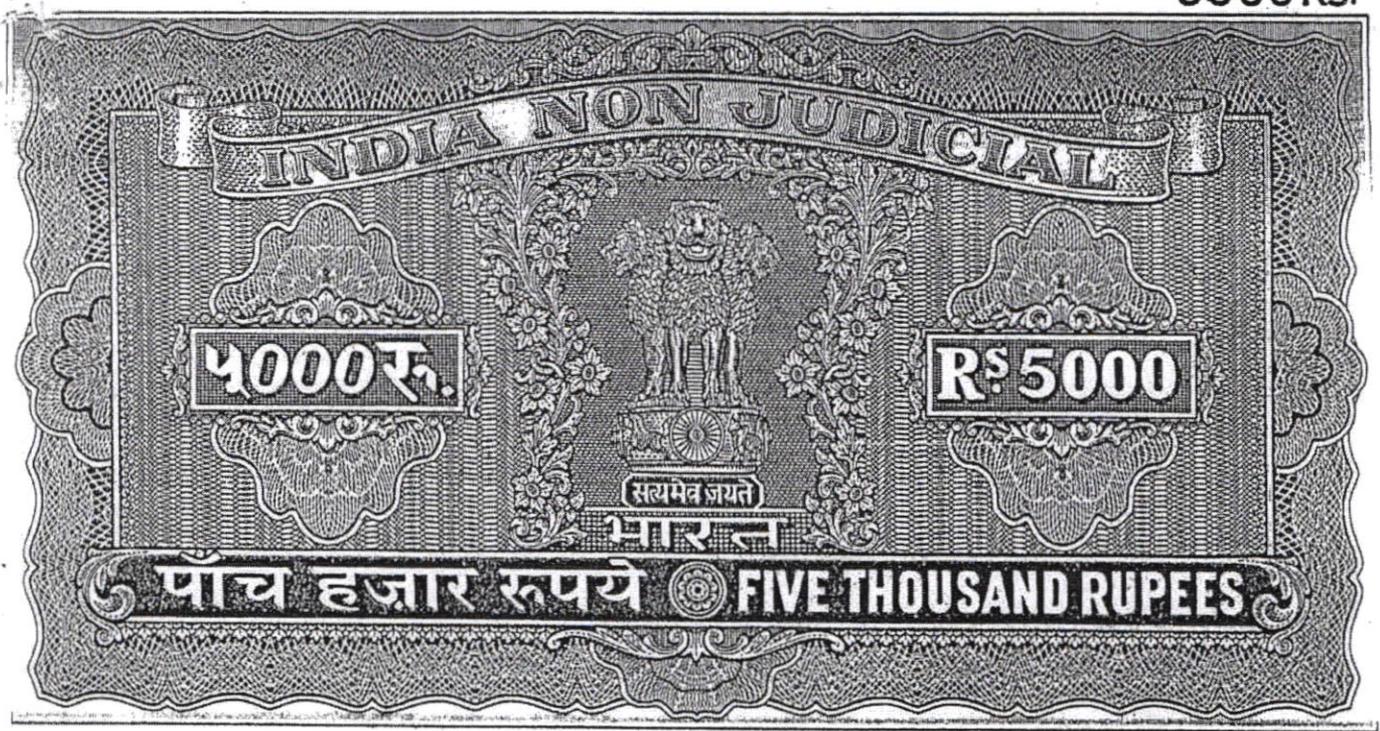


Power of Attorney dated 11/05/1993 attested
before the Notary Mr. Stafford T. Gorsalitz of
Canada; and the VENDOR at serial No. (4) is



represented in this act by her duly constituted
Attorney, her husband at Serial No.(4a) MR. CHICO

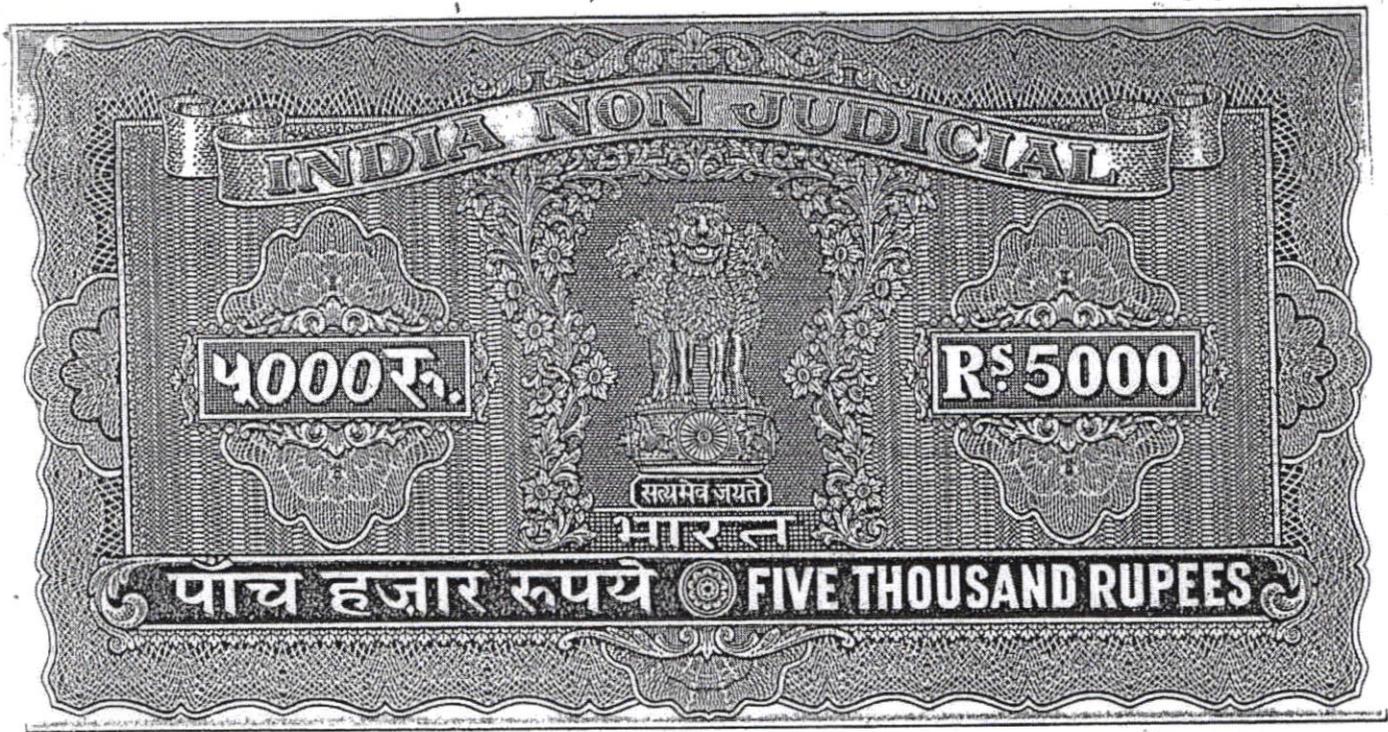
5000Rs.



DE SOUSA, constituted by Power of Attorney dated :
 22/08/1984 attested before the Notary Mr. B.H.
 Antia of Bombay, the copies of which is filed

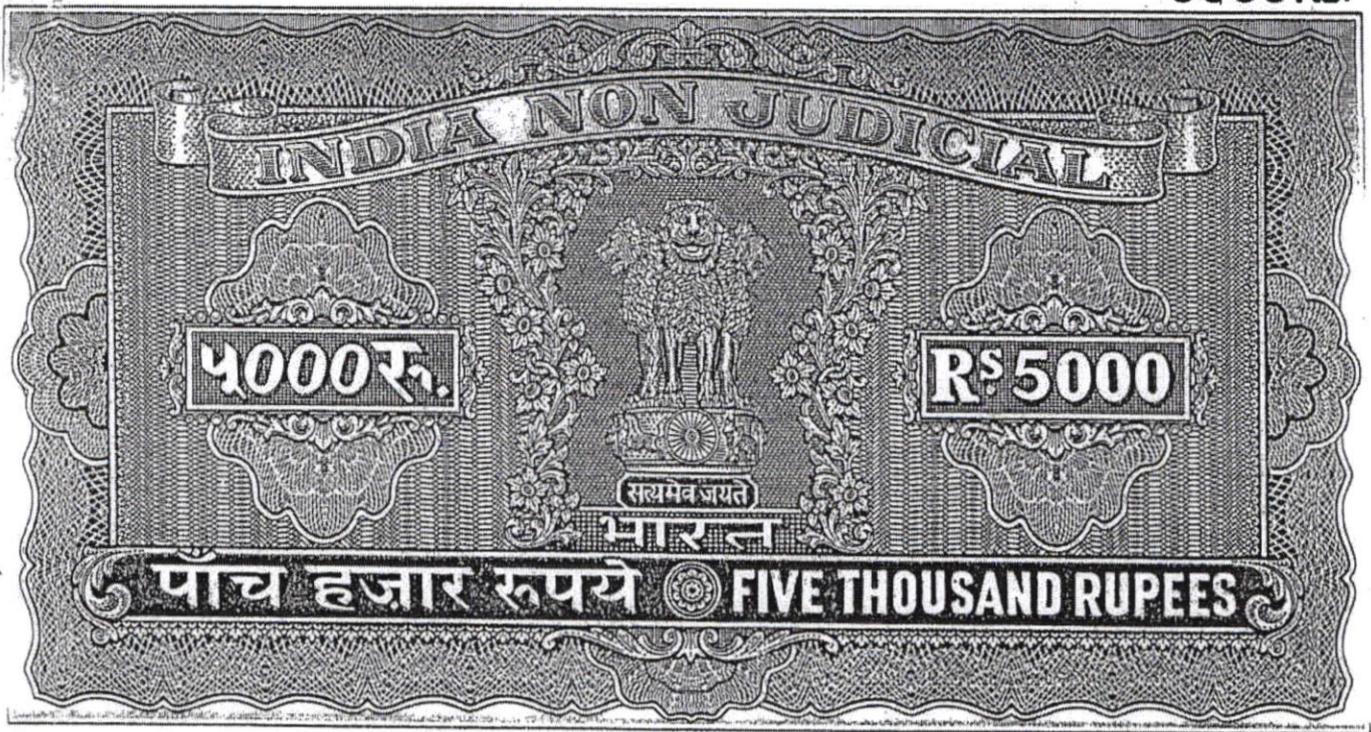
191

5000Rs.



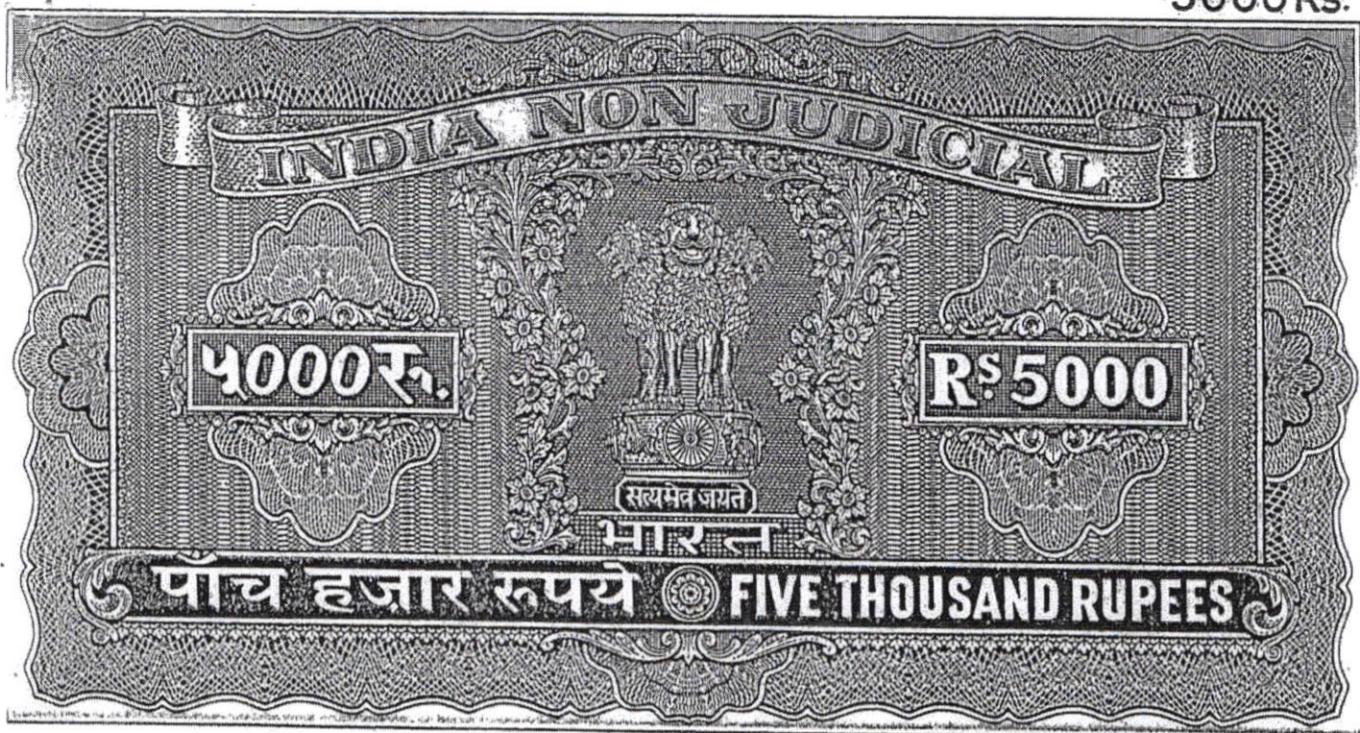
with this Deed, all hereinafter collectively called the "VENDORS" (which expression shall

5000Rs.



unless repugnant to the context or meaning thereof be deemed to include their respective heirs legal representatives, agents, executors, admin-

5000Rs.

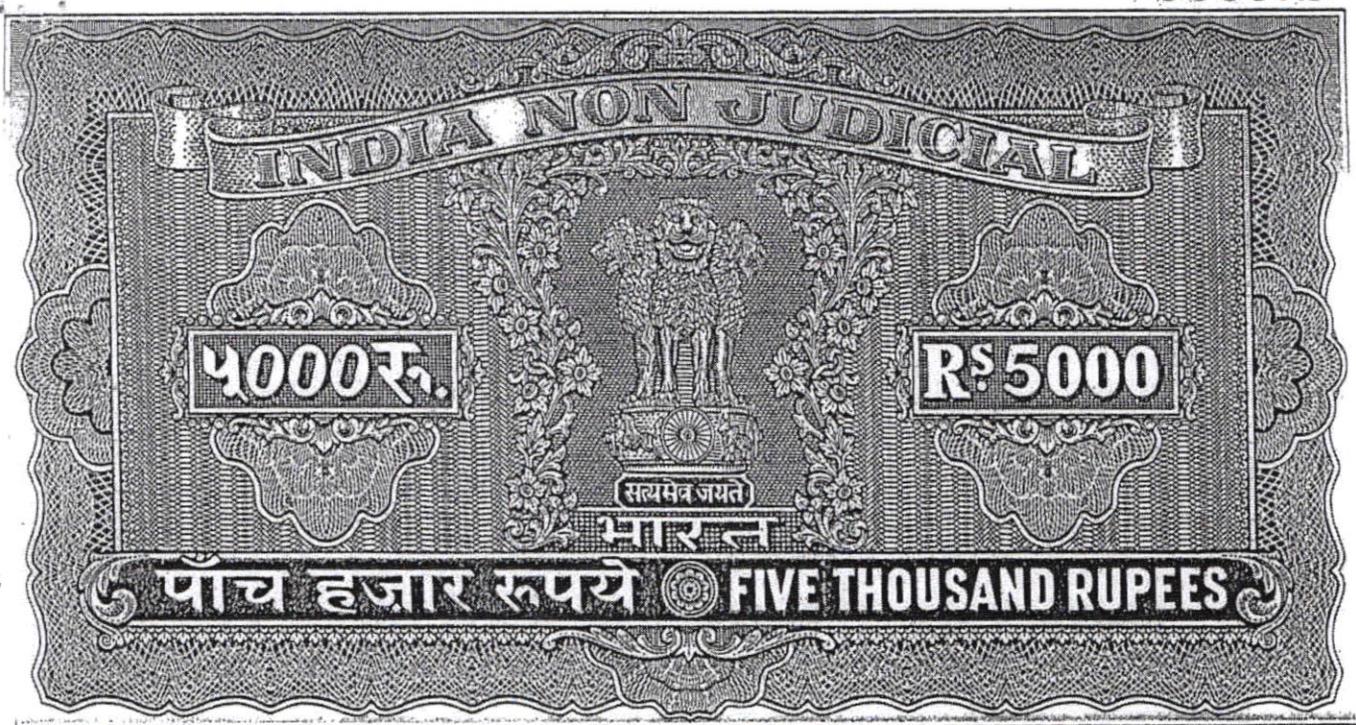


istrators and/or assigns) of the FIRST PART;

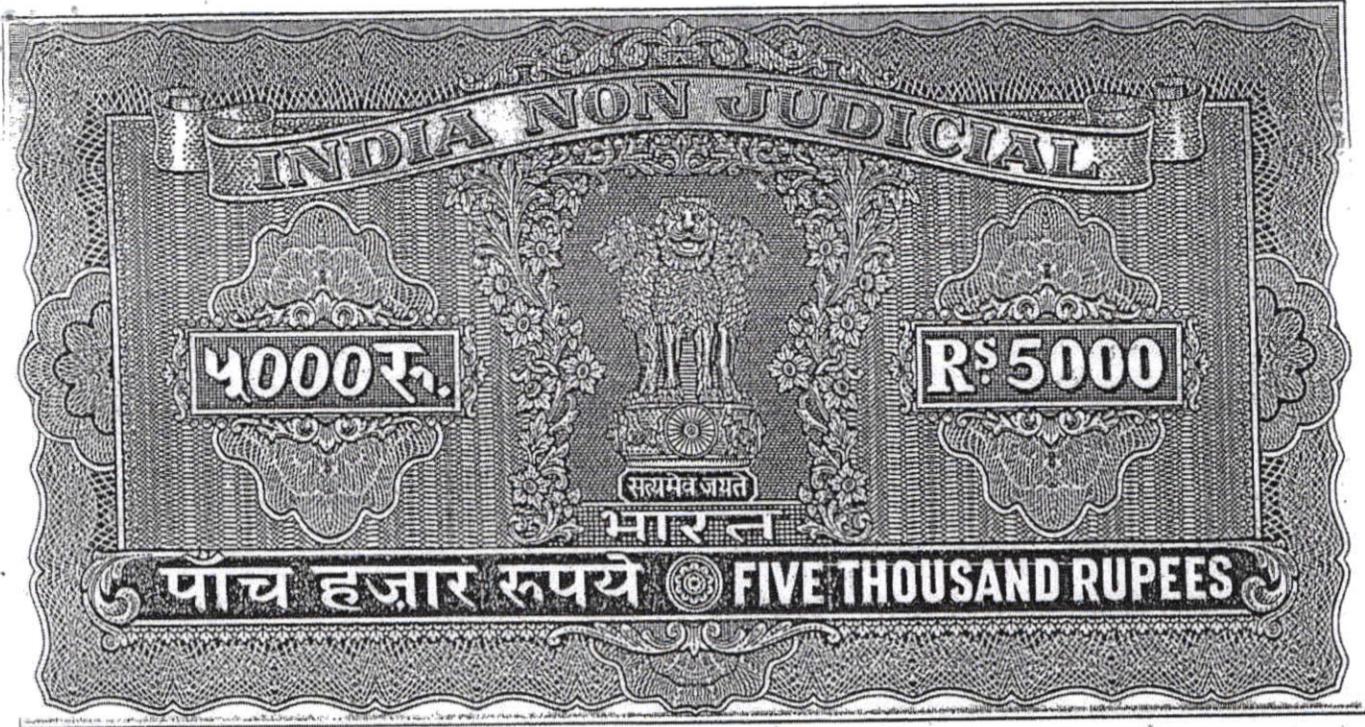
A N D

194

5000Rs.



(2) M/S MATHIAS CONSTRUCTIONS, a Partnership Firm, with its Office at Mathias Plaza, 18th June Road, Panaji, Goa, represented in this Deed by its



Partner MR. JOE MATHIAS, son of late Mr. Marcelino Mathias, major of age, Indian National, resid-

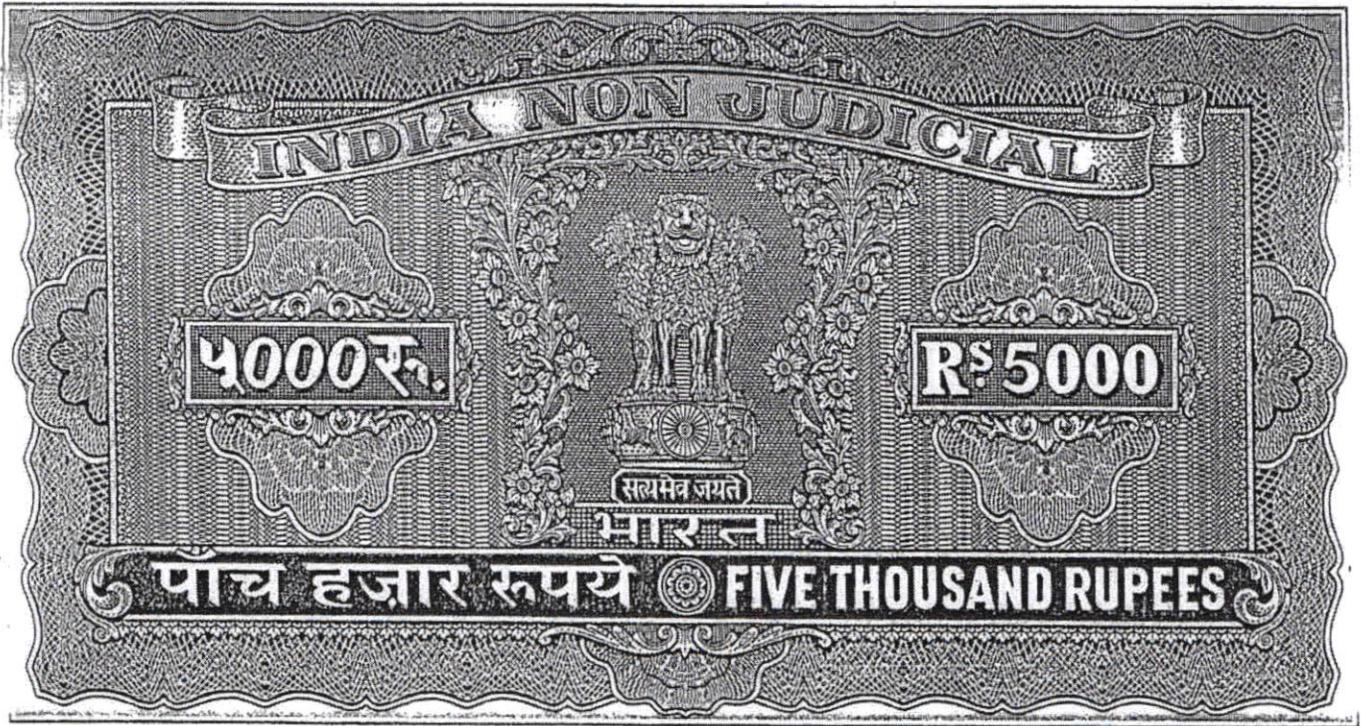
5000Rs.



- 30 -

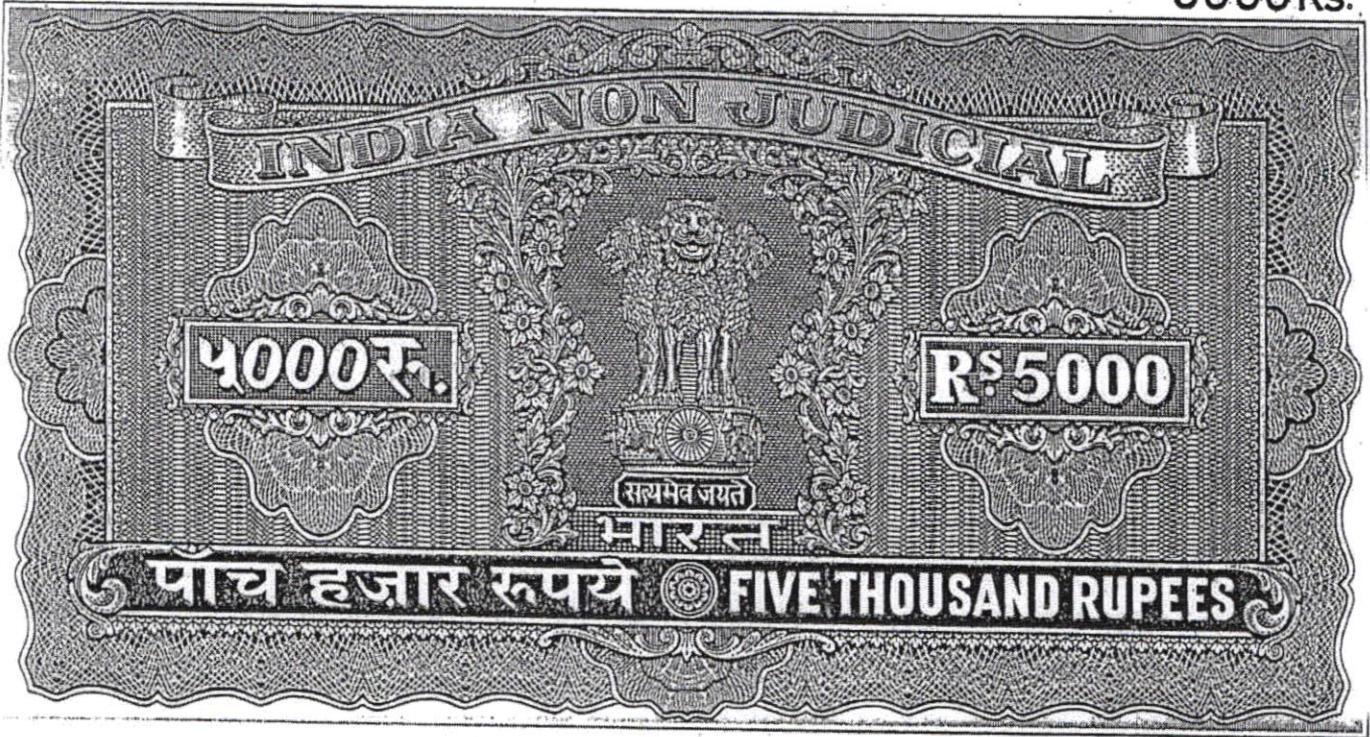
ing at Altinho, Panaji, Goa, duly represented in
this act by his constituted Attorney Mr. Leonardo
B. Soares, son of Mr. D. Max Soares, major of

5000Rs.



age, married, commercial employee vide the
"General Power of Attorney" dated 16/08/1994

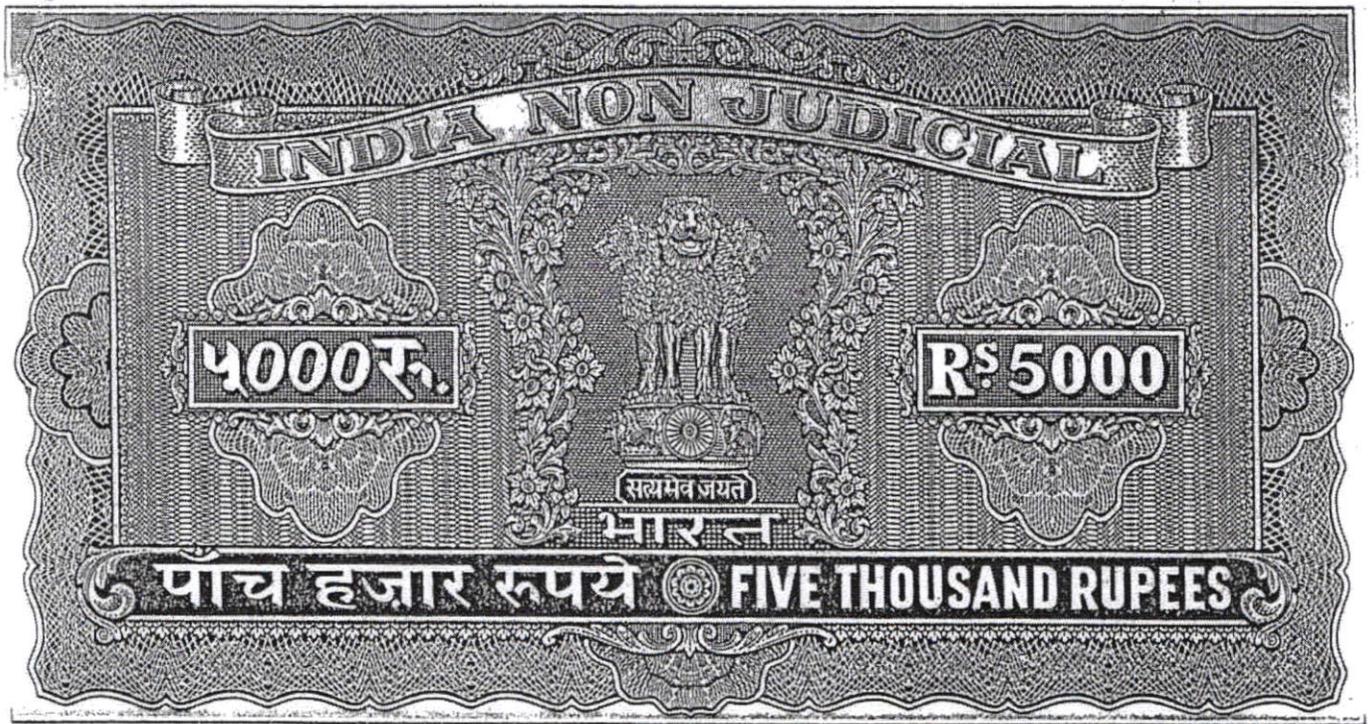
5000Rs.



- 32 -

attested before the Notary Adv. Ulhas B. Pai Raikar; hereinafter called the PURCHASER (which expression shall unless repugnant to the context

5000Rs.



or meaning thereof be deemed to include their
respective heirs legal representatives, agents,

200

5000Rs.



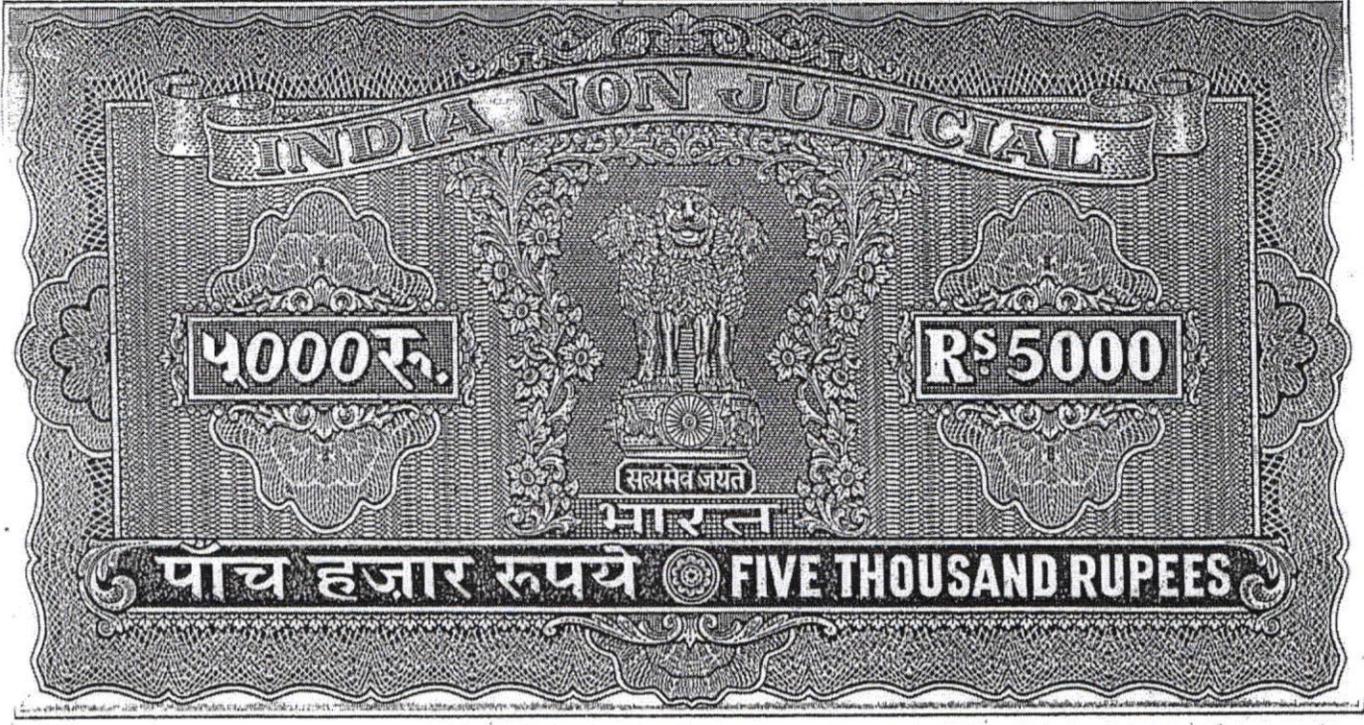
- 34 -

executors, administrators and/or assigns) of the :

SECOND PART.

WHEREAS there exists an agricultural property

5000Rs.



known as "AFORAMENTO DE SAUNLEM" situated in the Village Pilerne within the Panchayat limits of

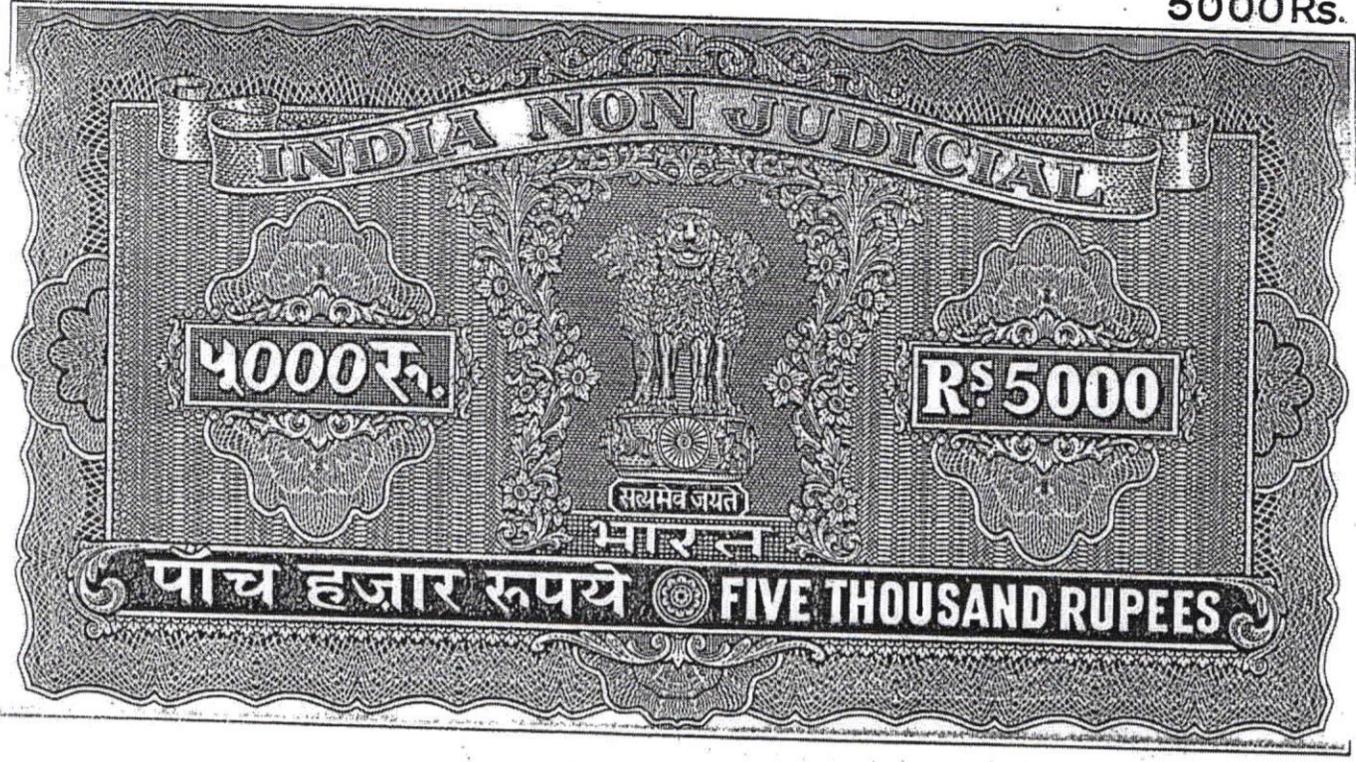
5000Rs.



- 36 -

Pilerne, sub-division of Bardez, District North Goa, state of Goa, with an approximate area of 1,22,500 square metres described in the land

5000Rs.



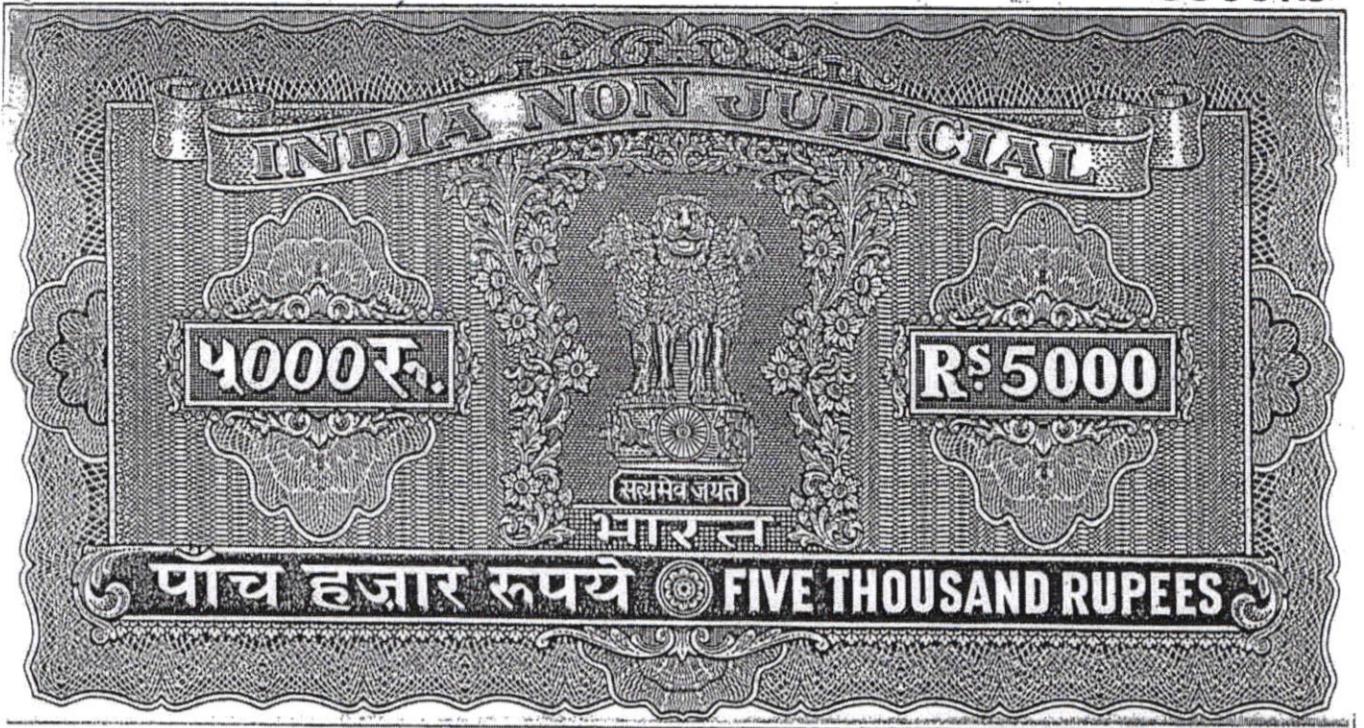
Registration office of Ilhas under NO. 12673 and is inscribed in the name of late Mr. Jose Manoel

5000Rs.



Santana Furtado under NO.7992 at Pages 180 re-
verse of Book F-15, described in Matriz Predial
No. 1112 bearing Survey No. 37, sub-division I

5000Rs.



of Pilerne Village hereinafter referred to "AS SAID PROPERTY" for the sake of brevity and preci-

5000Rs.



- 40 -

sion and more clearly described in the schedule -

I hereunder written and delineated in the plan

hereto annexed at ANNEXURE - III hereto with red

5000Rs.



boundary line.

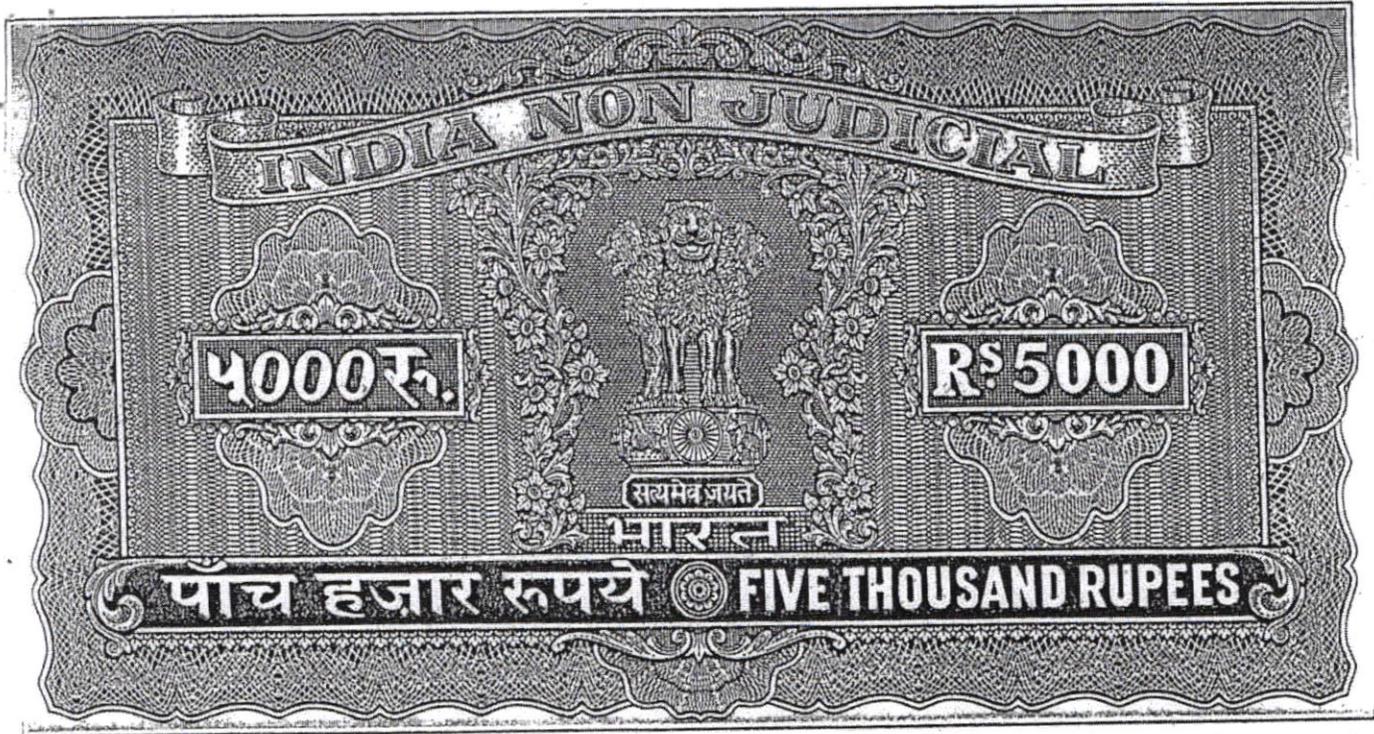
WHEREAS the said property was originally owned

5000Rs.



- 42 -

and possessed by late MR. JOSE MANOEL SANTANA FURTADO by virtue of DEED OF SALE AND ACQUITTANCE executed on 21st June, 1910 between Mr. Simao



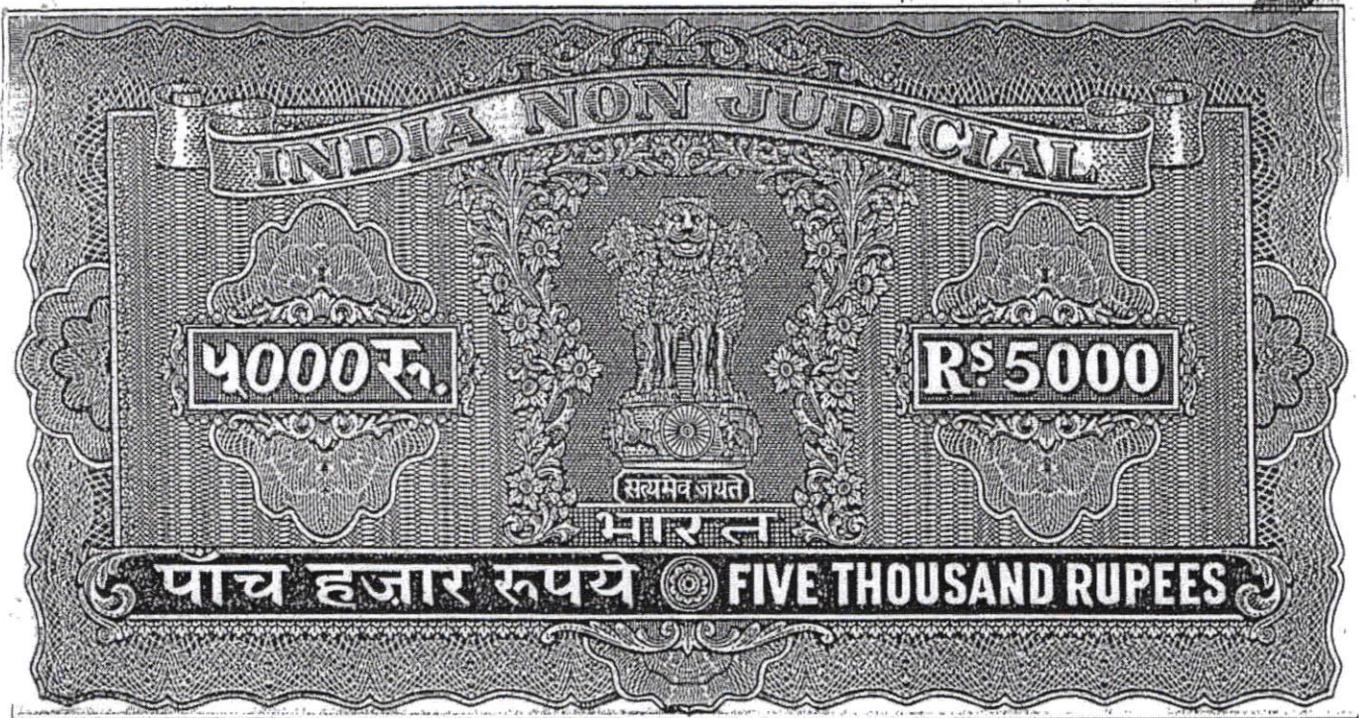
Manoel Gomes and his wife Mrs. Dominica Izabel de Souza of one part and late Mr. Jose Manoel Santa-

5000Rs.

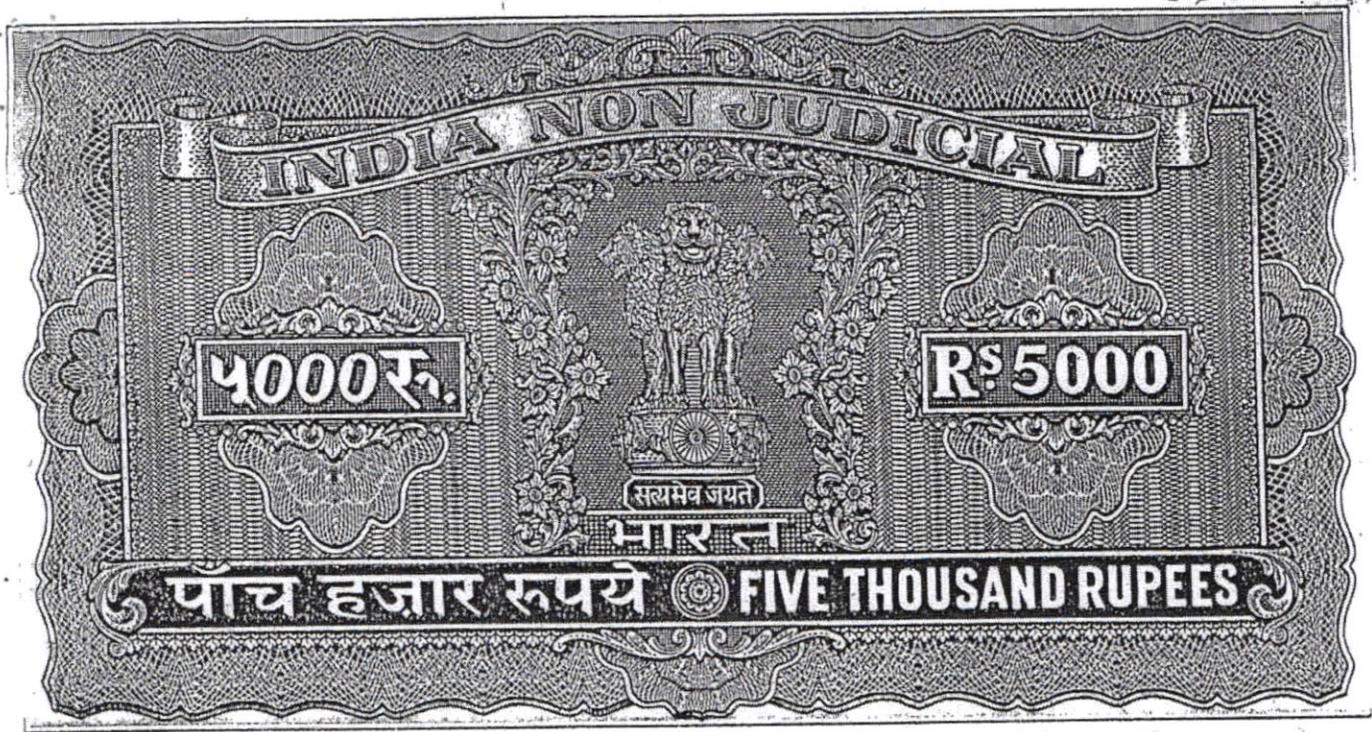


na Furtado represented by his father and administrator Mr. Jose Manoel Valentine Furtado of the other part at the residential house of Antonio

5000Rs.

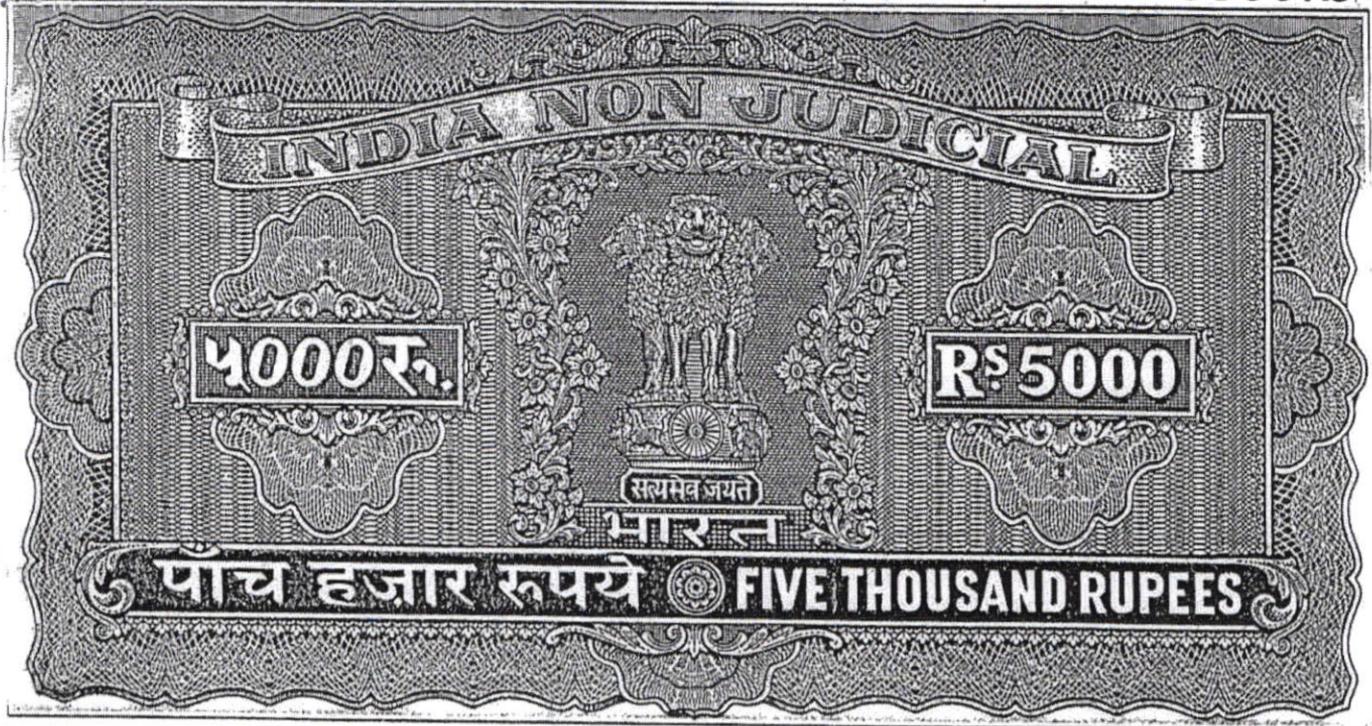


Rafael Pereira at Pilerne whereat was called then
Notary Public in the Judicial Division of, Ilhas



of Goa at Panjim Mr. Francisco Xavier Theodoro de
 Miranda;
 AND WHEREAS upon the death of the said late MR.

5000Rs.



ISTRAR OP

JOSE MANOEL SANTANA FURTADO and his wife late
MRS. MARGARIDA DE LEMOS E FURTADO, the said

5000Rs.



- 48 -

property vested in the VENDORS herein who are the
only legal and universal heirs of the said MR.
JOSE MANOEL SANTANA FURTADO and MRS. MARGARIDA DE

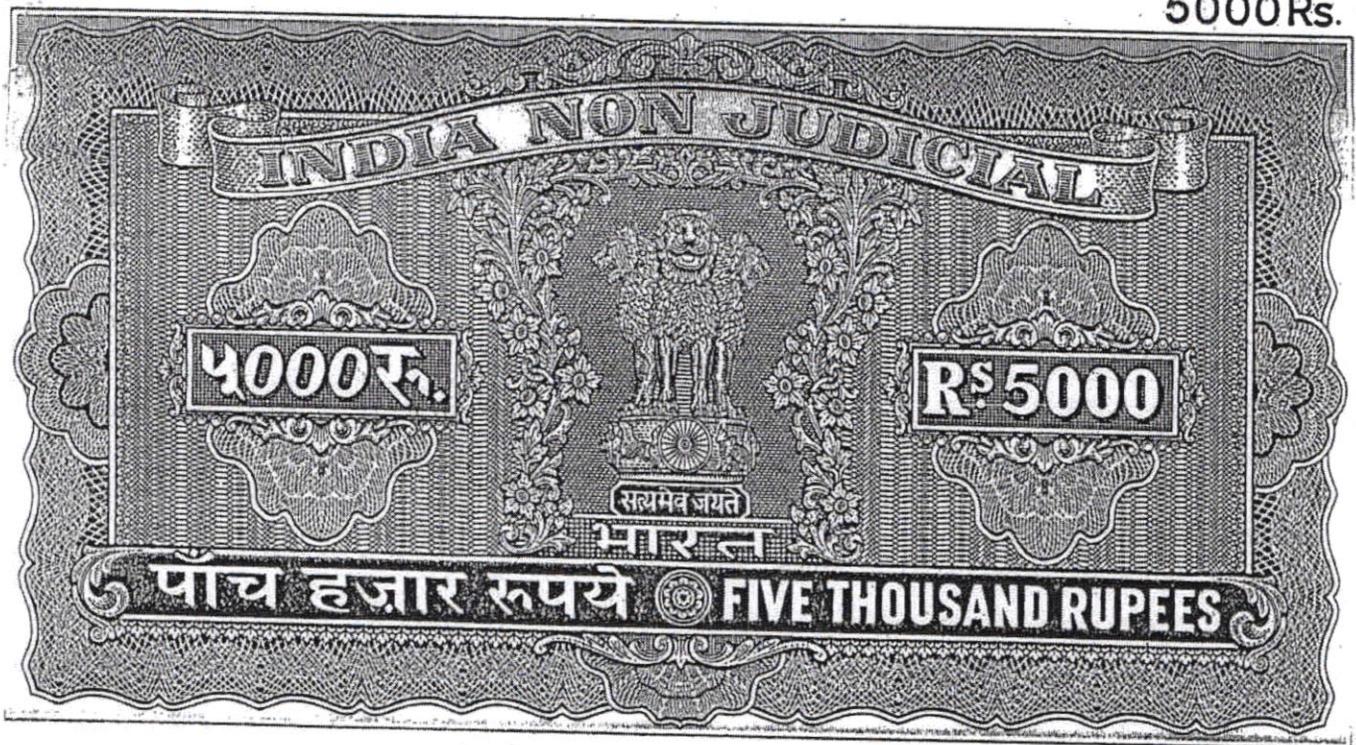
5000Rs.



LEMOS E FURTADO.

AND WHEREAS under the agreement dated 28th June

5000Rs.



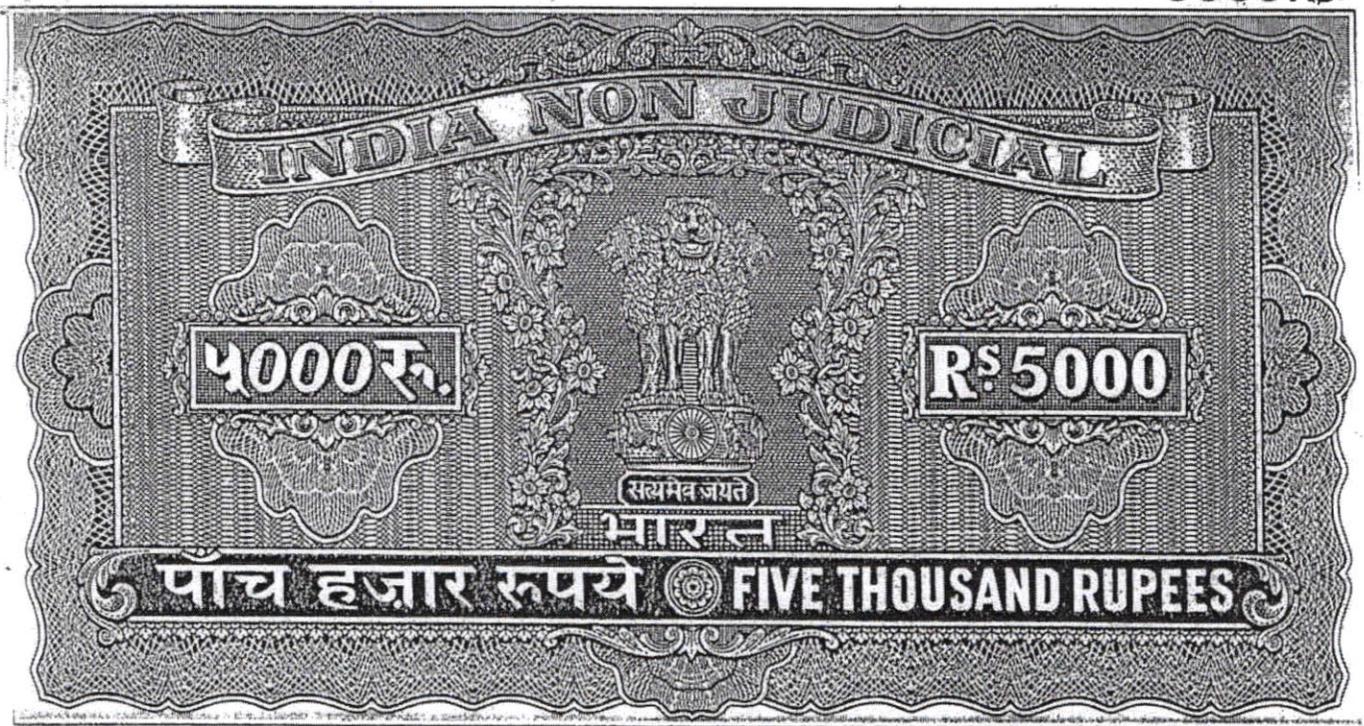
1993 the VENDORS herein had agreed to sell to the PURCHASER the said property more particularly described in the Schedule - I hereunder written

5000Rs.



and delineated in the plan hereto annexed at Annexure III hereto, for a consideration of Rs.

5000Rs.

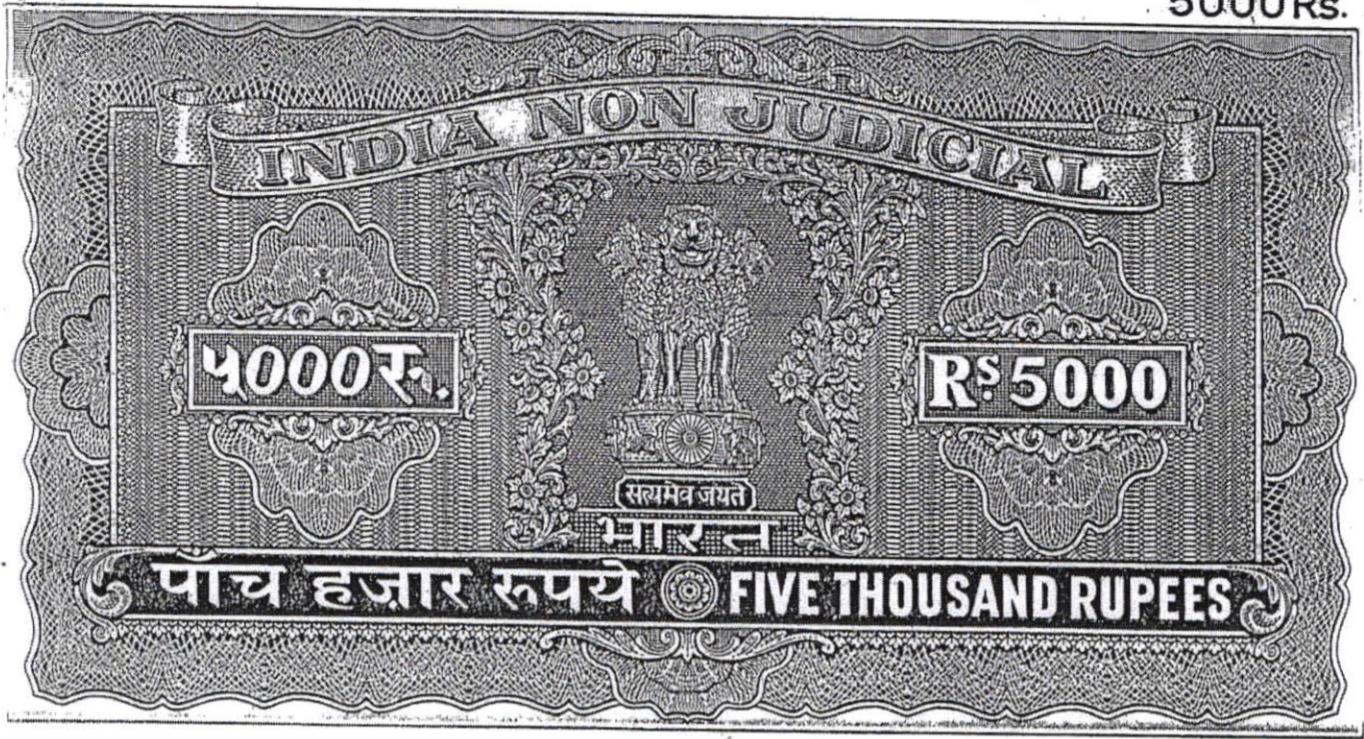


- 52 -

40,00,000/- (Rupees Forty lakhs only).

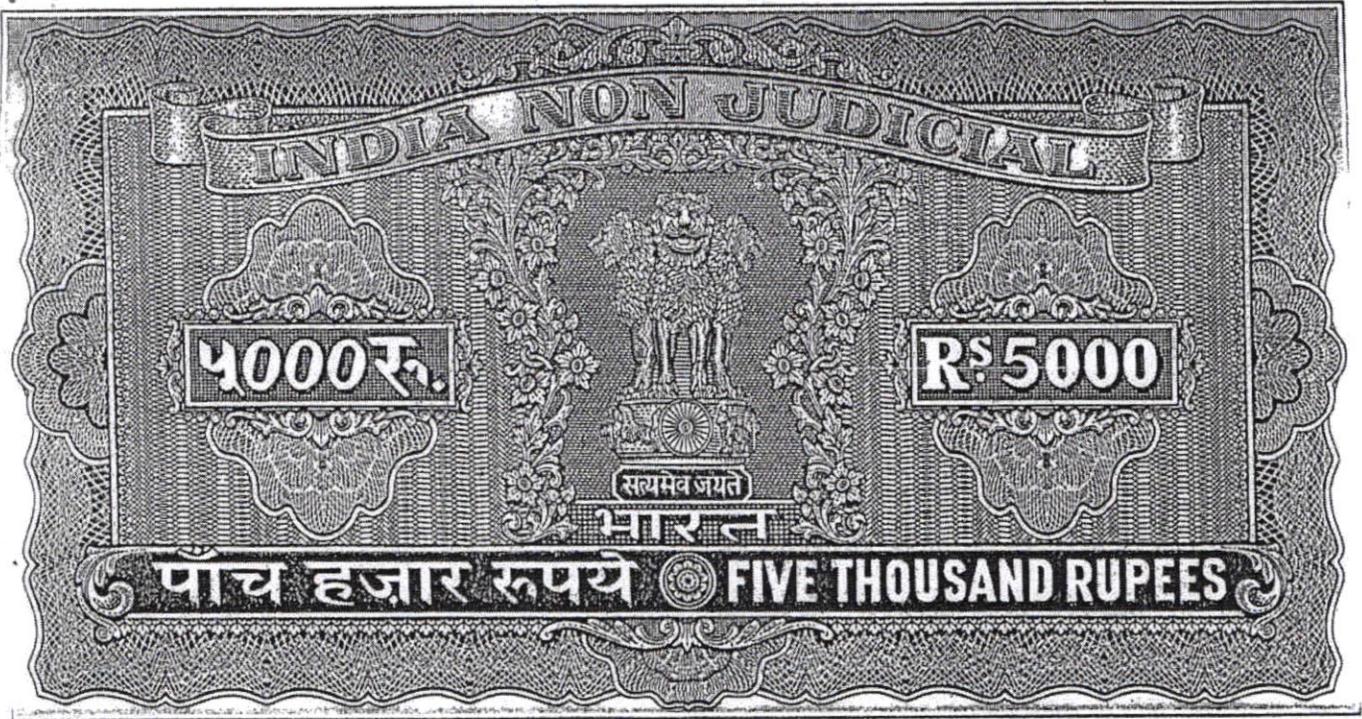
AND WHEREAS pursuant to the said agreement dated
28th June 1993 the VENDORS AND THE PURCHASERS are

5000Rs.



desirous of executing this Deed of Sale conveying
 the said property unto the PURCHASER for the

5000Rs.

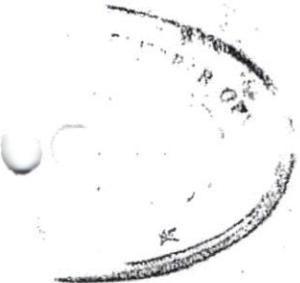
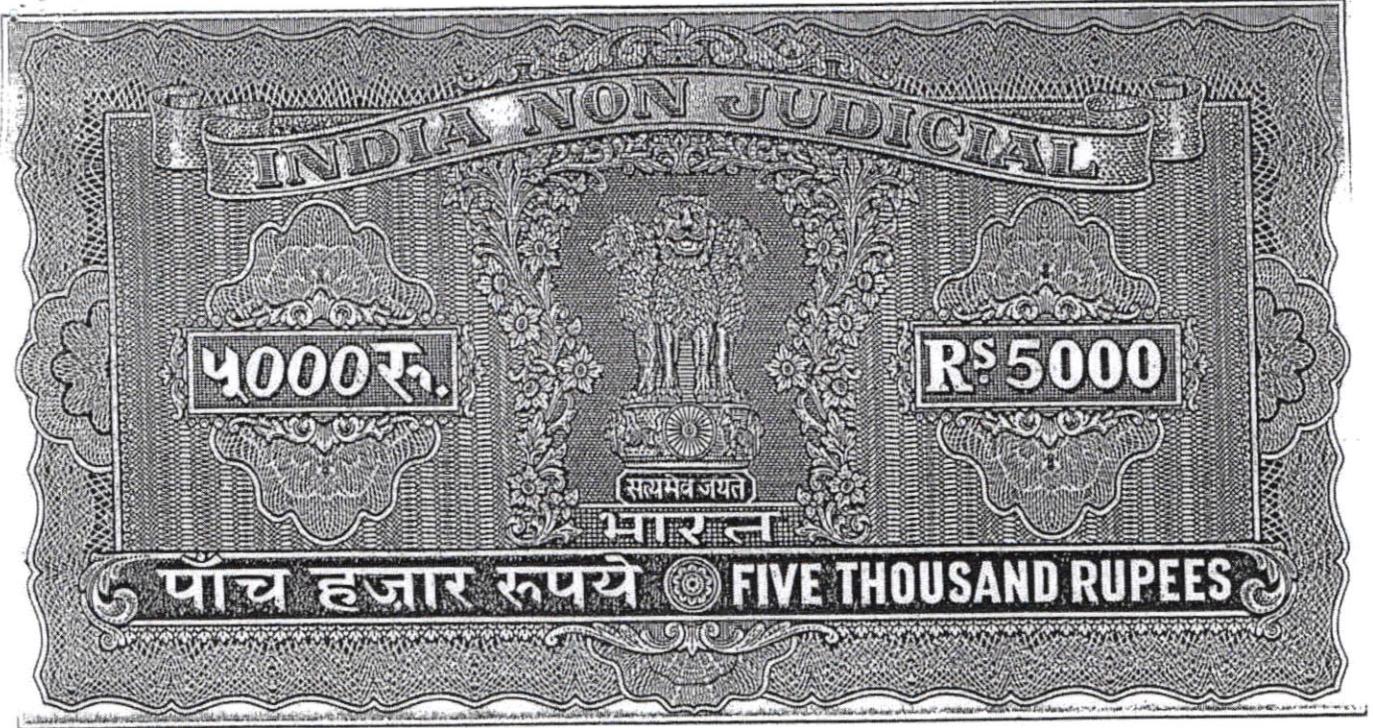


- 54 -

total price of Rs. 40,00,000/- (Rupees Forty lakhs only) which is the present market value of the same.

221

5000Rs.



- 55 -

THIS DEED THEREFORE WITNESSETH

1. That in consideration of the sum of

222

5000Rs.



- 56 -

Rs.40,00,000/- paid by the PURCHASER to the respective VENDORS, and/or constituted Attorney of the VENDORS at Serial No.1, 1(a), 2,2(a),

5000Rs.

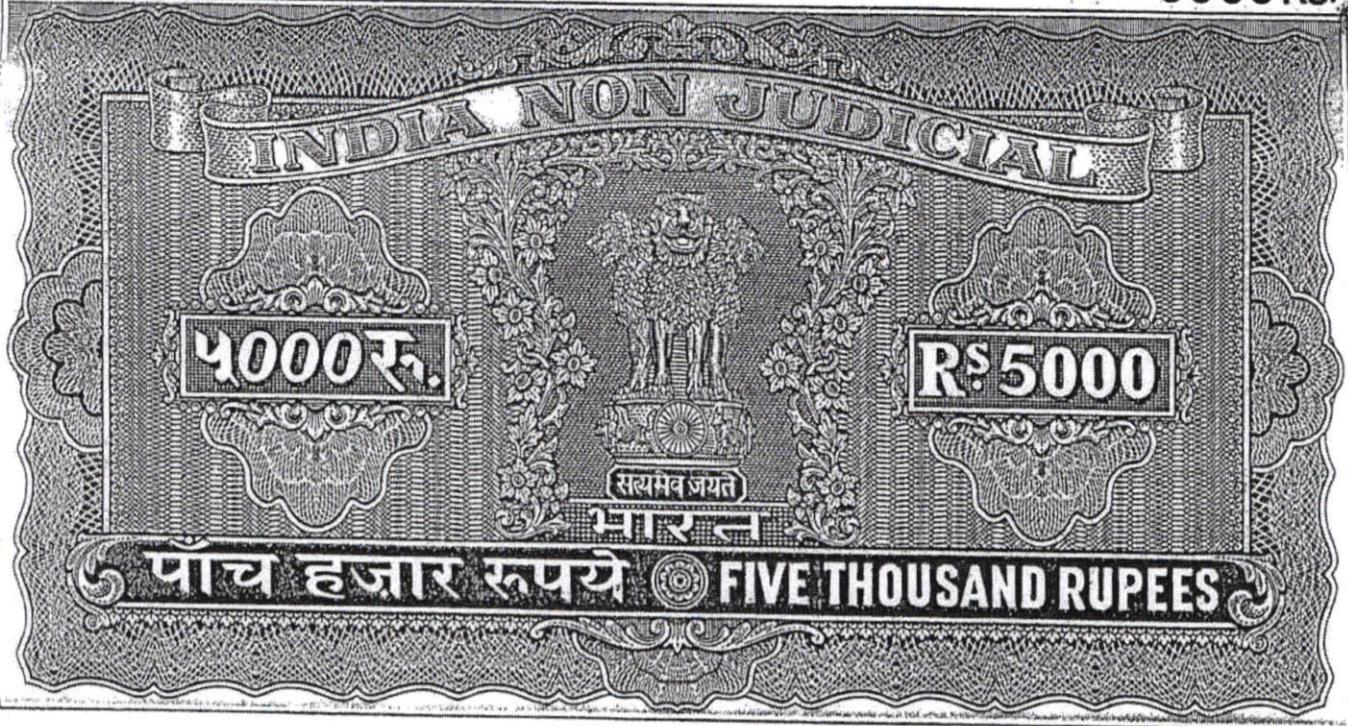


REGISTRAR OF

- 57 -

3,3(a) in a manner as stipulated in Annexure I annexed hereto, receipt whereof the VENDORS

5000Rs.



hereby jointly admit and acknowledge and of and
 from the same and every part thereof acquit,
 release and discharge the PURCHASER and the said

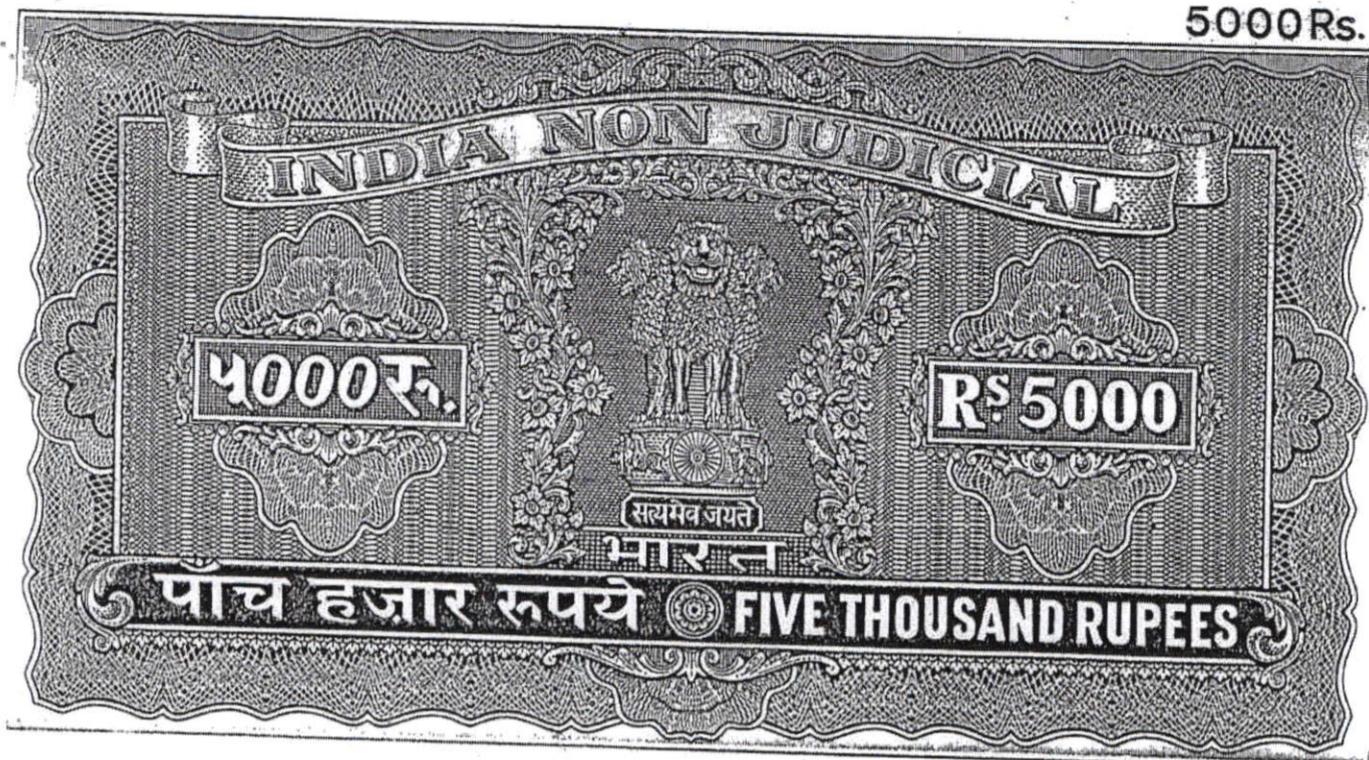
5000Rs



REGISTERED

property forever, the VENDORS doth hereby convey, transfer, sell, grant, assign and assure unto the

5000Rs.



YEAR OF

- 60 -

PURCHASER free from encumbrances, attachment and other defects in title, the said property TOGETHER WITH ALL the things permanently attached



thereto or standing thereon and all the privi-
leges, easements, profits, advantages, rights and

5000Rs.



- 62 -

appurtenances whatsoever appertaining hereto AND
 ALL the estate, right, title, interest, use,
 possession, benefit, claim and demand whatsoever

5000Rs.



at law or otherwise at the VENDORS to the said property namely "AFORAMENTO DE SAUNLEM" and other

5000Rs.



premise hereby conveyed and every part thereof TO
 HAVE AND TO HOLD the same unto and to the use and
 benefit of the PURCHASER absolutely and forever.

100Rs.

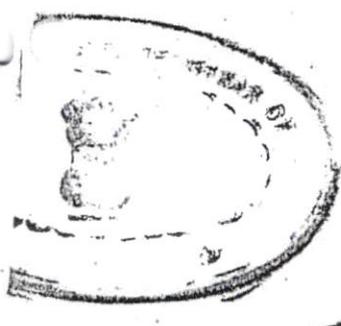


AND THE VENDORS DO TH hereby covenant with the PURCHASER that :

- 66 -

1. The VENDORS now have in themselves good title, right, full power and absolute authority to convey and transfer by way of sale the said property and the other premises hereby conveyed unto and to the use of the PURCHASER in the manner aforesaid.

2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, possess and enjoy the said property and premises hereby conveyed with their appurtenances and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without lawful eviction or interruption, legitimate claim and demand whatsoever from or by the VENDORS or any of them or by any person or persons claiming through, under or in trust for them or any of them.



3. The PURCHASER shall hold the said property and the premises freely and clearly and absolutely acquitted exonerated and forever released and discharged or otherwise by the VENDORS and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estate, titles, charges and encum-

branches whatsoever had, made, executed occasioned and suffered by the VENDORS or by any other person or persons claiming by, from, under or in trust for them, or any of them.

4. The VENDORS shall from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds and things, conveyances and assurances in the law whatsoever for the better and more perfectly and absolutely granting the said property and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in the manner aforesaid, as by the PURCHASER shall be reasonably required.

5. The VENDORS have handed over to the PURCHASER the documents of title in respect of the said property and other premises hereby conveyed as per the list at ANNEXURE - II hereto.

6. That at the written request of the PURCHASER the VENDORS shall at all times furnish to the PURCHASER all requisitions and/or documents concerning the said property and other premises

hereby conveyed.

7. The VENDORS shall obtain Income Tax Clearance under section 230A of the Income Tax Act 1961 within a reasonable time in order to enable the PURCHASER to effect the registration of this Deed.

SCHEDULE - I

DESCRIPTION OF THE SAID PROPERTY

All that part and parcel of agricultural property known as "AFORAMENTO DE SAUNLEM", situated at Pilerne, within the Panchayat limits of Pilerne, sub-division of Bardez of the District of North Goa, described in the Land Registration Office of Ilhas under No.12673 and is inscribed in the name of the said Mr. Jose Manoel Santana Furtado under No.7992 at pages 180 reverse of Book F-15, described in Matriz Predial under No.1112, bearing Survey No.37, Sub-Division I of the Village of Pilerne and bounded as under as per the documents of the Land Registration Office :

ON THE EAST : By the pond of Saunlem;

ON THE WEST : By the hilly property known as Aforamento of the heirs of

- 69 -

Celerino Gregorio de Silva;

ON THE NORTH : By the hilly property known as
Saunlem batta of the heirs of
Pundolica Sinay Telinga;

ON THE SOUTH : By hill of the Comunidade
admeasuring about 1,22,500
square metres.

A N N E X U R E - I

A) Proportion of Payment made to the respective
VENDORS

1. To the VENDORS at Serial No (1) and (1a) i.e.
MR. MENINO SATURNINO FURTADO and his wife MRS.
MARIA DEODITA IDINHA LUIZA AMALIA DE ASSUMPCAO
FERNANDES E FURTADO, total payment of Rs.
10,00,000/- (Rupees Ten lakhs only) as their
share as follows:

- a) Rs.1,00,000/- by cheque bearing No. 603017
dated 28/06/1993 drawn on Oriental Bank of
Commerce Bank, Panjim.
- b) Rs.2,00,000/- by cheque bearing No. 201439
dated 28/06/1994 drawn on Canara Bank,
Panjim.

- c) Rs.2,00,000/- by cheque bearing No. 605053 dated 28/06/1995 drawn on Corporation Bank, Panjim.
- d) Rs.2,00,000/- by cheque bearing No. 605084 dated 28/06/1996 drawn on Corporation Bank, Panjim.
- e) Rs.3,00,000/- by cheque bearing No. 605087 dated 28/06/1997 drawn on Corporation Bank, Panjim.

2. To the VENDOR at Serial No. (2) and (2a) i.e. MR. VALENTINE JOSE MAXIMIANO FURTADO and his wife MRS. SYLVIA LUIZA DEODITA BARBARA D'SOUZA E FURTADO, total payment of Rs.10,00,000/- (Rupees Ten lakhs only) as their share as follows:-

- a) Rs.1,00,000/- by cheque bearing No. 603018 dated 28/06/1993 drawn on Oriental Bank of Commerce Bank, Panjim.
- b) Rs.2,00,000/- by cheque bearing No. 201440 dated 28/06/1994 drawn on Canara Bank, Panjim.
- c) Rs.2,00,000/- by cheque bearing No. 605054 dated 28/06/1995 drawn on Corporation Bank, Panjim.
- d) Rs.2,00,000/- by cheque bearing No. 605085 dated 28/06/1996 drawn on Corporation Bank,

- 71 -

Panjim.

e) Rs.3,00,000/- by cheque bearing No. 605088 dated 28/06/1997 drawn on Corporation Bank, Panjim.

3. To the VENDOR at Serial No. (3) and (3a) i.e. MR. CRISTIE LAWRENCE FURTADO and his wife MRS. ANGELA ANTHONIA CICILIA D'SOUZA E FURTADO, total payment of Rs.10,00,000/- (Rupees Ten lakhs only) as their share as follows:-

- a) Rs.1,00,000/- by cheque bearing No.603019 dated 28/06/1993 drawn on Oriental Bank of Commerce Bank, Panjim.
- b) Rs.2,00,000/- by cheque bearing No.201441 dated 28/06/1994 drawn on Canara Bank, Panjim.
- c) Rs.2,00,000/- by cheque bearing No.605055 dated 28/06/1995 drawn on Corporation Bank, Panjim.
- d) Rs.2,00,000/- by cheque bearing No.605086 dated 28/06/1996 drawn on Corporation Bank, Panjim.
- e) Rs.3,00,000/- by cheque bearing No.605089 dated 28/06/1997 drawn on Corporation Bank, Panjim.

4. To the VENDOR at serial (4) i.e. MRS. JULIA OLGA V. FURTADO DE SOUZA total payment of Rs.5,00,000/- (Rupees Five lakhs only) as her share as follows:

- a) Rs.50,000/- by cheque bearing No.603021 dated 28/06/1993 drawn on Oriental Bank of Commerce Bank, Panjim.
- b) Rs.1,00,000/- by cheque bearing No. 201444 dated 28/06/1994 drawn on Canara Bank, Panjim.
- c) Rs.1,00,000/- by cheque bearing No. 605060 dated 28/06/1995 drawn on Corporation Bank, Panjim.
- d) Rs.1,00,000/- by cheque bearing No. 605090 dated 28/06/1996 drawn on Corporation Bank, Panjim.
- e) Rs.1,50,000/- by cheque bearing No.605099 dated 28/06/1997 drawn on Corporation Bank, Panjim.

4a. To the VENDOR at serial (4a) i.e. MR. CHICO DE SOUZA total payment of Rs.5,00,000/- (Rupees Five lakhs only) as his share as follows:

- a) Rs.50,000/- by cheque bearing No. 603022 dated 28/06/1993 drawn on Oriental Bank of Commerce Bank, Panjim.

- 73 -

- b) Rs.1,00,000/- by cheque bearing No. 201445 dated 28/06/1994 drawn on Canara Bank, Panjim.
- c) Rs.1,00,000/- by cheque bearing No.605057 dated 28/06/1995 drawn on Corporation Bank, Panjim.
- d) Rs.1,00,000/- by cheque bearing No.605095 dated 28/06/1996 drawn on Corporation Bank, Panjim.
- e) Rs.1,50,000/- by cheque bearing No.605100 dated 28/06/1997 drawn on Corporation Bank, Panjim.

A N N E X U R E - II

(LIST OF DOCUMENTS)

1. Form I and XIV.
2. Nil encumbrance certificate.
3. Matriz certificate.
4. Inventory proceedings.
5. Order from Deputy Collector.
6. Deed of Sale & Aquittance.
7. Certidao.

A N N E X U R E III

(PLAN)

- 74 -

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY,
THE MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED VENDORS--

1. MR. MENINO SATURNINO FURTADO
- 1a. MRS. DEODITA IDINHA LUIZA
AMALIA DE ASSUMPCAO FERNANDES
E FURTADO
2. MR. VALENTINE JOSE MAXIMIANO
FURTADO
- 2a. MRS. SYLVIA LUIZA DEODITA
BARBARA D'SOUZA E FURTADO
3. MR. CHRISTIE LAWRENCE FURTADO
- 3a. MRS. ANGELA ANTHONIA CICILIA
D'SOUZA E FURTADO

all represented in this Act by
their duly constituted Attorney
MRS. BLANCHE DE LEMOS E PEREIRA

Blanche Lemos Pereira

4. MRS. JULIA OLGA V. FURTADO DE
SOUSA

represented herein by her
duly constituted Attorney
MR. CHICO DE SOUZA

Chico de Souza

- 4a. MR. CHICO DE SOUSA

Chico de Souza

SIGNED SEALED & DELIVERED
BY THE WITHIN NAMED PURCHASER
of the SECOND PART :
M/S MATHIAS CONSTRUCTIONS
represented in this Act by
MR. JOE MATHIAS

Joe Mathias

ATTESTING WITNESSES:

- 1. Belindias
- 2. Ilhas

① Smt. Blanche De Lemos E Pereira.
 do late Lourenco Roque Assumcao de Lemos, major, do Povoim, as attorney of Vendor Smt. Menina Saturnino Furtado
 2) Deodita Idinha Luiza Amalia De A. Fernandes e Furtado
 3) Valentine Jose Maximiano Furtado
 4) Sylvia Luiza Deodita Barbara D Souza e Furtado
 5) Christie Lawrence Furtado
 6) Angela Antonia Cicilia D Souza e Furtado

② Smt Chico de Souza, do late Francisco Xavier de Souza, major, do Bombay, for self and as attorney of her spouse Luiza Olga Furtado e Souza
 ③ Smt Leopoldo Bernardo Soares do Rio Soares, major, since married do Povoim, as attorney of Jose Halthus partner of M/s Halthus, Contractor, Panaji

1 Blanche Lemos Pereira
 2 Chico de Souza

do Smt Raul Dias, do ~~late~~ Carmine J Dias major, married since, do Panjim.

and known to the ...
 states that he ...
 the above executant and identifies him.

Ilhas
[Signature]





FORM I & XIV

100019834175

Date : 08/07/2025

नमुना नं १ व १४

Page 1 of 2

Taluka	BARDEZ	Survey No.	37
तालुका		सर्वे नंबर	
Village	Pilerne	Sub Div. No.	1
गांव		हिस्सा नंबर	
Name of the Field	Aradi	Tenure	
शेताचे नांव		सत्ता प्रकार	

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop	Garden	Rice	Khajan	Ker	Morad	Total Cultivable Area
जिरायत	बागायत	तरी	खाजन	केर	मोरड	एकूण लागण क्षेत्र
0000.00.00	0012.25.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0012.25.00

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Class (a)	Class (b)	Total Un-Cultivable Area	Grand Total	Remarks
वर्ग (अ)	वर्ग (ब)	एकूण नापिक जमीन	एकूण	शेरा
0000.00.00	0000.00.00	0000.00.00	0012.25.00	

Pot-Kharab पोट खराब

Assessment : Rs. 0.00 For Rs. 0.00 Predial Rs. 0.00 Rent Rs. 0.00

आकार फोर प्रेदियाल रेंट

S.No	Name of the Occupant	Khata No.	Mutation No.	Remarks
	कब्जेदाराचे नांव	खाते नंबर	फेरफार नं	शेरा
1	M/s Mathias Constructions		1494	

S.No.	Name of the Tenant	Khata No.	Mutation No.	Remarks
	कुळाचे नांव	खाते नंबर	फेरफार नं	शेरा
1	Nil			

Other Rights	Mutation No.	Remarks
इतर हक्क	फेरफार नं	शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार		
Nil		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year	Name of the Cultivator	Mode	Season	Name of Crop	Irrigated	Unirrigated	Land not Available for cultivation	Source of irrigation	Remarks
वर्ष	लागण करणा-याचे नांव	रीत	मौसम	पिकाचे नांव	बागायत	जिरायत	नापिक जमीन	सिंचनाचा प्रारि	शेरा
					Ha.Ars.Sq.Mts	Ha.Ars.Sq.Mts	Nature Area		
					हे. आर. चौ. मी.	हे. आर. चौ. मी.	प्रकार क्षेत्र		
							हे. आर. चौ. मी.		
	Nil								

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

243



FORM I & XIV

100019834175

Date : 08/07/2025

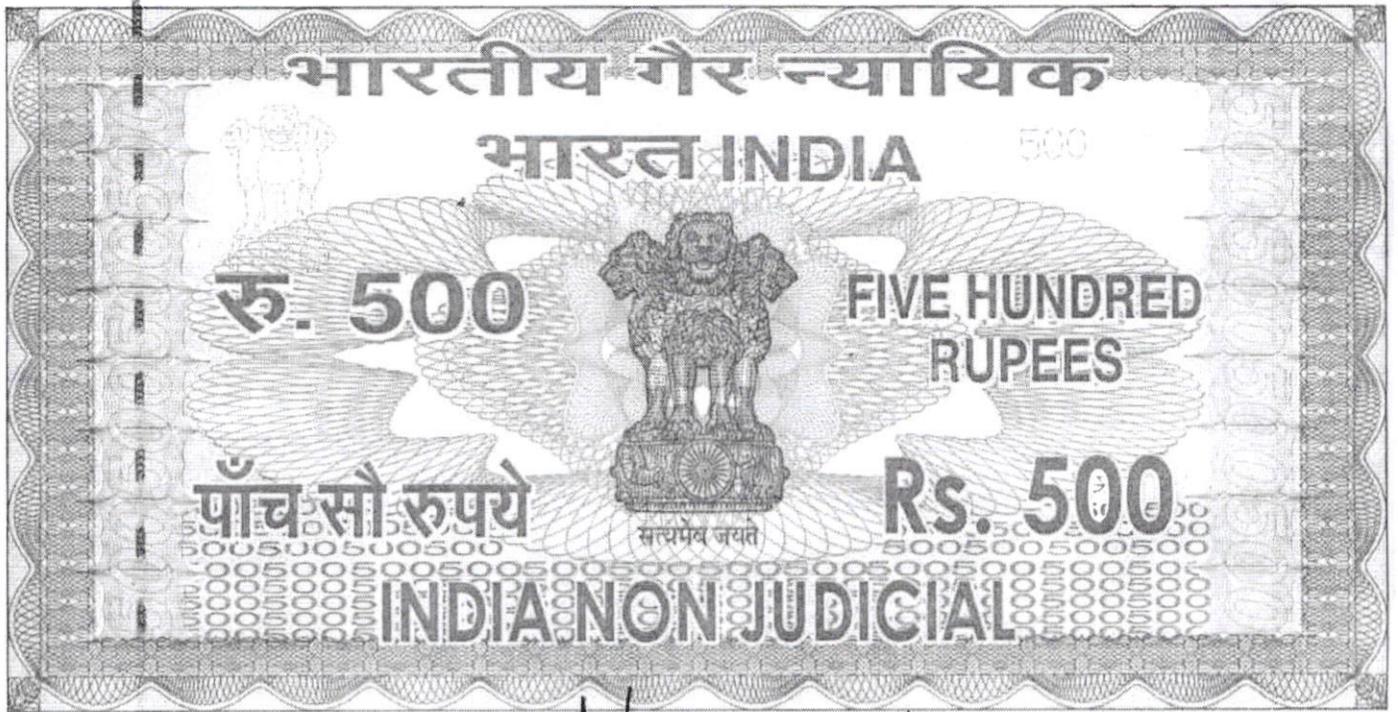
नमुना नं १ व १४

Page 2 of 2

Taluka	BARDEZ	Survey No.	37
तालुका		सर्वे नंबर	
Village	Pilerne	Sub Div. No.	1
गांव		हिस्सा नंबर	
Name of the Field	Aradi	Tenure	
शेताचें नांव		सत्ता प्रकार	

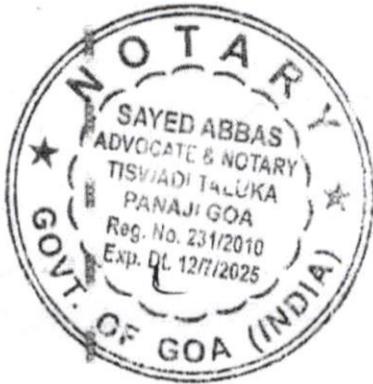


The record is computer generated on 08/07/2025 at 12:44:11PM as per Online Reference Number - 100019834175. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>



गोवा GOA

Date 01/2/2012 Sr. No. 102 Value Rs. 500 577627
 Name of Purchaser Mashayam Construction
 Resident of _____
 Place of Vendor Panaji
 Licence No. AC/STP/VEN/102/2003
 Sign of Vendor _____ Sign of Purchaser _____



DEED OF AMENDMENT
TO THE DEED OF RECONSTITUTION OF
PARTNERSHIP DATED 08/03/2008

[Signature] [Signature] [Signature]

245

M/s. MATHIAS CONSTRUCTIONS

CHANGED TO

M/s. MATHIAS ESTATES

THIS DEED OF AMENDMENT TO THE DEED OF RECONSTITUTION OF PARTNERSHIP DATED 08/03/2008 is made and entered into at Panaji, Goa on this 2nd day of the month of SEPTEMBER of the year 2024 (02/09/2024)

BY AND/OR BETWEEN



MR. JOE MATHIAS [PAN: ADCPM7021N] aged 75 years, son of Late Mr. Marcelinho Mathias, married, businessman, Indian National, resident of 8/280/A, Casa Mathias, Near Nirmala Institute of Education, Altinho, Panaji, Tiswadi, Goa - 403001 and hereinafter called the **PARTY OF THE FIRST PART** (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, successors, administrators and assigns);

MRS. MARIOLA MATHIAS [PAN: AEBPM7212B], aged 63 years, wife of Mr. Joe Mathias, Indian National, residing at 8/280/A, Casa Mathias, Near Nirmala Institute of Education, Altinho, Panaji, Tiswadi, Goa - 403001, hereinafter called the **PARTY OF THE SECOND PART** (which expression shall unless it be repugnant to the context or meaning thereof include

[Handwritten signatures]

her heirs executors, successors, administrators and assigns):

AND

MR. JULIAN RICHARD MATHIAS
[PAN:AWEPM1099H] aged 34 years, son of Mr. Joe Mathias, unmarried, businessman, Indian National, resident of 8/280/A, Casa Mathias, Near Nirmala Institute of Education, Altinho, Panaji, Tiswadi, Goa - 403001 and hereinafter called the **PARTY OF THE THIRD PART** (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, successors, administrators and assigns);



WHEREAS the party of the First, Second and Third Parts are carrying on the business as partners and/or in partnership under the name and style of "M/S MATHIAS CONSTRUCTIONS" by virtue of DEED OF RECONSTITUTION OF PARTNERSHIP dated 08/03/2008 with effect from 08/03/2008.

AND WHEREAS the partners hereto have agreed to change the name of the partnership firm from **M/S "MATHIAS CONSTRUCTIONS"** to **"MATHIAS ESTATES"** which change shall have effect from today i.e. 2nd SEPTEMBER 2024 (02/09/2024).



[Handwritten signatures]

247

AND WHEREAS the partners hereto have decided to amend the Clause No. 1 of the DEED OF RECONSTITUTION OF PARTNERSHIP dated 08/03/2008 which shall have effect from today i.e. 2nd SEPTEMBER 2024 (02/09/2024).

NOW THIS DEED OF AMENDMENT TO PARTNERSHIP WITNESSETH AS UNDER:

1. The Clause No. 1 of DEED OF RECONSTITUTION OF PARTNERSHIP dated 08/03/2008 shall be amended as follows and shall have effect from today i.e. 2nd SEPTEMBER 2024 (02/09/2024):



“Clause No. 1: The partnership firm shall continue to function and/or the business shall be carried on under the name and style of **MATHIAS ESTATES** and/or any other name or names as may be mutually decided upon by the parties hereto from time to time”.

2. That all such terms, conditions, provisions, covenants and agreements as contained in the principal DEED OF RECONSTITUTION OF PARTNERSHIP dated 08/03/2008 and/or any other document as shall be relevant shall continue to remain in force and take effect subject to modifications as are hereby made by THIS DEED OF AMENDMENT TO THE DEED OF RECONSTITUTION OF PARTNERSHIP DATED

[Handwritten signatures]

08/03/2008 as if the Principal Partnership Deed has been originally entered into with the modifications hereby made therein.

- 3. That this deed shall come into effect from today i.e. 2nd SEPTEMBER 2024 (02/09/2024).

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
PARTY OF THE FIRST PART;

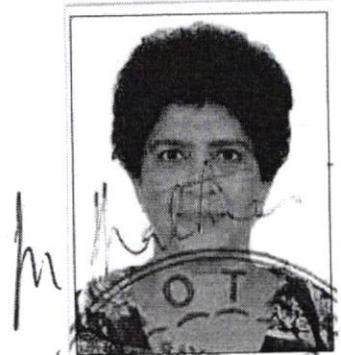


[Handwritten signature of Mr. Joe Mathias]
MR. JOE MATHIAS



SIGNED SEALED AND DELIVERED BY
THE WITHINNAMED PARTY
OF THE SECOND PART;

[Handwritten signature of Mrs. Mariola Mathias]
MRS. MARIOLA MATHIAS



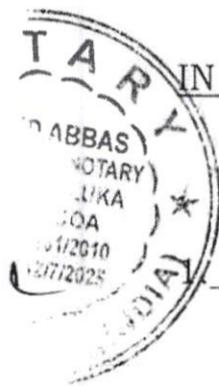
SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PARTY
OF THE THIRD PART;



Julian Mathias

MR. JULIAN MATHIAS

Julian



IN THE PRESENCE OF :

Siddhesh Azekar (Siddhesh Azekar)

2. *Laxmi Lawande* (Laxmi Lawande)



EXECUTED BEFORE ME
WHICH I ATTEST
Reg. Sr. No. 6187 Date 02/09/2021

Sayed Abbas
SAYED ABBAS
Advocate & Notary
Tiswadi Taluka
Panaji-Goa 403001
Reg. No. 231/2010



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that MATHIAS ESTATES PRIVATE LIMITED is incorporated on this ELEVENTH day of JANUARY TWO THOUSAND TWENTY FIVE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U68200GA2025PTC017011**

The Permanent Account Number (PAN) of the company is **AASCM8393F***

The Tax Deduction and Collection Account Number (TAN) of the company is **BLRM50126G***

Given under my hand at Manesar this ELEVENTH day of JANUARY TWO THOUSAND TWENTY FIVE

Certification signature by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 1 <RCC.CRC@MCA.GOV.IN>, Validity Unknown

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 1
Date: 2025.01.11 10:23:07 IST

Balagangatharan Ramesh
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

MATHIAS ESTATES PRIVATE LIMITED

H. No. 156, C/3, Nr. Luis, Gomes Garden, Campal, Panaji, Tiswadi, North Goa- 403001, Goa

*as issued by Income tax Department



Form No. INC-33**e-MOA (e-Memorandum of Association)**

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]]



सत्यमेव जयते

Form language

English Hindi

Refer instruction kit for filing the form

All fields marked in * are mandatory

*** Table applicable to company as notified under schedule I of the Companies Act, 2013**

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

MATHIAS ESTATES PRIVATE LIMITED

2 The registered office of the company will be situated in the State of

Goa

3 (a) The objects to be pursued by the company on its incorporation are:

To purchase, sell, or lease and deal with any land, plot(s) of land including agricultural land and to convert the said agricultural land to non-agricultural land for the purpose of development of same land by construction or non-agricultural land, industrial, commercial, residential, or farm lands, plots, buildings, houses, or any immovable property or any right or interest therein anywhere within the domain of India either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm or entering into joint-venture by signing MoU with other persons and entity as aforesaid and to develop and construct thereon residential, commercial, industrial complex or complex(es) either singly or jointly or in partnership as aforesaid.

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To draw, make, accept, endorse, execute, issue and

discount promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures and other negotiable or transferable instruments.

2. To appoint, engage, employ, maintain, provide for, suspend or dismiss or take other disciplinary action against attorneys, agents, managers, superintendents, clerks, labourers and all other servants and to remunerate any such persons as the Company may deem fit, and to make pecuniary grants by way of donation, subscription, allowance, bonus, pension, gratuity, provident fund, guarantee to or for the benefit of any such persons or the widow, widower or children and dependents of any such persons.

3. To establish, maintain and operate educational institutions, schools and hostels for the benefit of the children of the employees or ex-employees of the Company or their dependents or relations and others and to make grants and awards and to grant scholarships.

4. To Provide for the welfare of the employees or ex-employees of the Company and the wives/ husbands and families, relations and dependents of employees or ex-employees by building or contributing to build houses, dwellings or chawls or by grants of money, pensions, allowances bonus or other payments or by creating and from time to time subscribing or contributing to Provident Fund and other funds or associations, institutions or trusts.

5. To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund or any other special fund, whether for depreciation, or for repairing, improving, extending or maintaining any of the 3 property of the Company or for amortization of capital or for any other purpose conducive to the interests of the Company.

6. To apply the assets of the

Company in any way in or towards the establishment maintenance or extension of any association, institution or fund, in any way connected with trade or commerce and in particular with any association, institution or fund established for the protection of the interests of owners and employers, against loss by bad debts, strikes civil commotion, fire accidents or for the benefit or employees at any time employed by the Company, their families or dependents.

7. To give monetary aid assist any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.

8. To pay all costs, charges and expenses on account of advertisements, underwriting, commissions, brokerage, lawyer's fees, printing, stationery and such other things incurred by the Company in the promotion and establishment of the Company or considered as necessary by the Company.

9. To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account deal with, all or any part of the assets and rights of the Company.

10. To apply for and take out, purchase acquire any trade mark, patent rights, inventions, copyright designs know-how to secret process, which may be useful for the Company's objects and to grant licenses to use the same, and to work, develop, carry out, exercise and turn to account the same.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among

themselves), such amount as may be required, not exceeding * rupees.

(iii) The share capital of the company is rupees, divided into

12000	Equity Share	Shares of	100	Rupees each	
-------	--------------	-----------	-----	-------------	--

6

We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	JULIAN RICHARD MATHIAS C/O JOE MATHIAS, 8/280/A CASA MATHIAS, ALTINHO, NEAR NIRMALA INSTITUTE OF EDUCATION, VTC PANAJI, PANAJI TISWADI NORTH GOA Goa 403001 NA India	0*9*4*3*	4000 Equity,0 Preference		16/12/2024
2	JOE MARCELINHO MATHIAS C/O LATE MACELINHO MATHIAS 8/280/A CASA MATHIAS ALTINHO NEAR NIRMALA INSTITUTE OF EDUCATION PANAJI PANAJI TISWADI NORTH GOA Goa 403001 NA India	0*1*6*5*	4000 Equity,0 Preference		16/12/2024
3	MARIOLA MATHIAS C/O JOE MATHIAS, 8/280/A CASA MATHIAS, ALTINHO, NEAR NIRMALA INSTITUTE OF EDUCATION, VTC PANAJI, PANAJI TISWADI NORTH GOA Goa 403001 NA India	0*1*6*5*	4000 Equity,0 Preference		16/12/2024
Total shares taken			12000 Equity,0 Preference		

Signed before me

Membership type of the witness (ACA/FCA/ACS/FCS/ACMA/FCMA)	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
FCS	Mr. Ravindra Sunil Chavan S/o. Sunil Raghunath Chavan	205, Emerald Tower, M.G. Road, Panaji, North Goa, Goa-403001 Practicing Company Secretaries	1*6*6		16/12/2024

7 Shri / Smt Of resident of aged years shall be the nominee in the event of death of the sole member.

Form No. INC-34

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]



Form language

 English Hindi

Refer instruction kit for filing the form

All fields marked in * are mandatory

Table applicable to company as notified under schedule I of the Companies Act, 2013 (F, G, H)

F

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to

(F – a company limited by shares

G – a company limited by guarantee and having a share capital

H – a company limited by guarantee and not having share capital)

F - A COMPANY LIMITED BY SHARES

The name of the company is

MATHIAS ESTATES PRIVATE LIMITED

Check if not applicable	Check if altered	Article No.	Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Interpretation
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> In these regulations the Act means the Companies Act 2013 the seal means the common seal of the company. Unless the context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company. The Company is a Private Company within the meaning of Section of the Companies Act a having a minimum paid up capital of Rs lakh or such higher paid up share capital as may be prescribed Shall be omitted by Company Amendment Act The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing. The number of members of the Company exclusive of persons who are in the employment of the Company and persons who having been formerly in the employment of the Company were members of the Company while in the employment and have continued to be members after the employment ceased shall be limited to two hundred provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company the shall be treated as a single member and prohibits any invitation to the public to subscribe for any securities of the company.
<input type="checkbox"/>	<input type="checkbox"/>		Share Capital and Variation of rights
<input type="checkbox"/>	<input type="checkbox"/>	11	<ul style="list-style-type: none"> Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to

257

	2	<p>the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificates each for one or more of his shares upon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders</p>
<input type="checkbox"/>	3	<ul style="list-style-type: none">• If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company.
<input type="checkbox"/>	4	<ul style="list-style-type: none">• Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
<input type="checkbox"/>	5	<ul style="list-style-type: none">• The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
<input type="checkbox"/>	6	<ul style="list-style-type: none">• If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

<input type="checkbox"/>	<input type="checkbox"/>	7	<ul style="list-style-type: none"> The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
<input type="checkbox"/>	<input type="checkbox"/>	8	<ul style="list-style-type: none"> Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
			Lien
<input type="checkbox"/>	<input type="checkbox"/>	9	<ul style="list-style-type: none"> The company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the company Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The company's lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
<input type="checkbox"/>	<input type="checkbox"/>	10	<ul style="list-style-type: none"> The company may sell in such manner as the Board thinks fit any shares on which the company has a lien Provided that no sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	11	<ul style="list-style-type: none"> To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
<input type="checkbox"/>	<input type="checkbox"/>	12	<ul style="list-style-type: none"> The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.
			Calls on shares
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times Provided that no call shall exceed one-fourth of the

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<p>nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.</p>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	14	<ul style="list-style-type: none"> A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	15	<ul style="list-style-type: none"> The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	16	<ul style="list-style-type: none"> If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	17	<ul style="list-style-type: none"> Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	18	<ul style="list-style-type: none"> The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him and b. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.
		<p>Transfer of shares</p>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	19	<ul style="list-style-type: none"> The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	20	<ul style="list-style-type: none"> The Board may subject to the right of appeal conferred by section 58 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<ul style="list-style-type: none"> The Board may decline to recognise any instrument of transfer unless a. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56b. the instrument of transfer is accompanied

21

		by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer andc. the instrument of transfer is in respect of only one class of shares.
--	--	---

<input type="checkbox"/>	<input type="checkbox"/>	22	<ul style="list-style-type: none"> On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
--------------------------	--------------------------	----	--

Transmission of shares

<input type="checkbox"/>	<input type="checkbox"/>	23	<ul style="list-style-type: none"> On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
--------------------------	--------------------------	----	--

<input type="checkbox"/>	<input type="checkbox"/>	24	<ul style="list-style-type: none"> Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.
--------------------------	--------------------------	----	---

<input type="checkbox"/>	<input type="checkbox"/>	25	<ul style="list-style-type: none"> If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
--------------------------	--------------------------	----	---

<input type="checkbox"/>	<input type="checkbox"/>	26	<ul style="list-style-type: none"> A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies
--------------------------	--------------------------	----	---

261

<input type="checkbox"/>	<input type="checkbox"/>		payable in respect of the share until the requirements of the notice have been complied with.
<input type="checkbox"/>	<input type="checkbox"/>	27	<ul style="list-style-type: none"> In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.
			Forfeiture of shares
<input type="checkbox"/>	<input type="checkbox"/>	28	<ul style="list-style-type: none"> If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
<input type="checkbox"/>	<input type="checkbox"/>	29	<ul style="list-style-type: none"> The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited.
<input type="checkbox"/>	<input type="checkbox"/>	30	<ul style="list-style-type: none"> If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect.
<input type="checkbox"/>	<input type="checkbox"/>	31	<ul style="list-style-type: none"> A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	32	<ul style="list-style-type: none"> A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
<input type="checkbox"/>	<input type="checkbox"/>	33	<ul style="list-style-type: none"> A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee

		shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.
<input type="checkbox"/>	<input type="checkbox"/>	34
		<ul style="list-style-type: none"> The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
		Alteration of capital
<input type="checkbox"/>	<input type="checkbox"/>	35
		<ul style="list-style-type: none"> The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.
<input type="checkbox"/>	<input type="checkbox"/>	36
		<ul style="list-style-type: none"> Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
<input type="checkbox"/>	<input type="checkbox"/>	37
		<ul style="list-style-type: none"> Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.
<input type="checkbox"/>	<input type="checkbox"/>	38
		<ul style="list-style-type: none"> The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law its share capital any capital redemption reserve account or any share premium account.
		Capitalisation of profits
<input type="checkbox"/>	<input type="checkbox"/>	
		<ul style="list-style-type: none"> The company in general meeting may upon the recommendation of the Board resolve that it is desirable

263

		39	<p>to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	40	<ul style="list-style-type: none">Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members
			Buy-back of shares
<input type="checkbox"/>	<input type="checkbox"/>	41	<ul style="list-style-type: none">Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities.
			General meetings
<input type="checkbox"/>	<input type="checkbox"/>	42	<ul style="list-style-type: none">All general meetings other than annual general meeting shall be called extraordinary general meeting.
<input type="checkbox"/>	<input type="checkbox"/>	43	<ul style="list-style-type: none">The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.

			Proceedings at general meetings
<input type="checkbox"/>	<input type="checkbox"/>	44	<ul style="list-style-type: none"> No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103.
<input type="checkbox"/>	<input type="checkbox"/>	45	<ul style="list-style-type: none"> The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company.
<input type="checkbox"/>	<input type="checkbox"/>	46	<ul style="list-style-type: none"> If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	47	<ul style="list-style-type: none"> If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	48	<ul style="list-style-type: none"> In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.
			Adjournment of meeting
<input type="checkbox"/>	<input type="checkbox"/>	49	<ul style="list-style-type: none"> The Chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			Voting rights
<input type="checkbox"/>	<input type="checkbox"/>	50	<ul style="list-style-type: none"> Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
<input type="checkbox"/>	<input type="checkbox"/>	51	<ul style="list-style-type: none"> A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	52	<ul style="list-style-type: none"> In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names stand in the register of members.

<input type="checkbox"/>	<input type="checkbox"/>	53	<ul style="list-style-type: none"> A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	54	<ul style="list-style-type: none"> Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	55	<ul style="list-style-type: none"> No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	56	<ul style="list-style-type: none"> No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
<input type="checkbox"/>	<input type="checkbox"/>		
			Proxy
<input type="checkbox"/>	<input type="checkbox"/>	57	<ul style="list-style-type: none"> The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	58	<ul style="list-style-type: none"> An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	59	<ul style="list-style-type: none"> A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given Provided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
<input type="checkbox"/>	<input type="checkbox"/>		
			Board of Directors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<ul style="list-style-type: none"> The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them. The number of Directors shall not be less than two and not more than fifteen. The first Directors of the Company shall be Mr. Julian Richard Mathias Mr. Joe Marcelinho Mathias and Mrs. Mariola Mathias.
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	61	<ul style="list-style-type: none"> The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from
<input type="checkbox"/>	<input type="checkbox"/>		

			meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company.
<input type="checkbox"/>	<input type="checkbox"/>	62	<ul style="list-style-type: none"> The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	63	<ul style="list-style-type: none"> The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
<input type="checkbox"/>	<input type="checkbox"/>	64	<ul style="list-style-type: none"> All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine
<input type="checkbox"/>	<input type="checkbox"/>	65	<ul style="list-style-type: none"> Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
<input type="checkbox"/>	<input type="checkbox"/>	66	<ul style="list-style-type: none"> Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			Proceedings of the Board
<input type="checkbox"/>	<input type="checkbox"/>	67	<ul style="list-style-type: none"> The Board of Directors may meet for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit. A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	68	<ul style="list-style-type: none"> Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	69	<ul style="list-style-type: none"> The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose.
<input type="checkbox"/>	<input type="checkbox"/>	70	<ul style="list-style-type: none"> The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.

<input type="checkbox"/>	<input type="checkbox"/>	71	<ul style="list-style-type: none"> The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
(267)			
<input type="checkbox"/>	<input type="checkbox"/>	72	<ul style="list-style-type: none"> A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	73	<ul style="list-style-type: none"> A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	74	<ul style="list-style-type: none"> All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
<input type="checkbox"/>	<input type="checkbox"/>	75	<ul style="list-style-type: none"> Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held.
<input type="checkbox"/>	<input type="checkbox"/>	76	<ul style="list-style-type: none"> In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
<input type="checkbox"/>	<input type="checkbox"/>	77	<ul style="list-style-type: none"> Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer
<input type="checkbox"/>	<input type="checkbox"/>	78	<ul style="list-style-type: none"> A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.

			The Seal
<input type="checkbox"/>	<input type="checkbox"/>	79	<ul style="list-style-type: none"> The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
<input type="checkbox"/>	<input type="checkbox"/>	80	<ul style="list-style-type: none"> The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	81	<ul style="list-style-type: none"> Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
<input type="checkbox"/>	<input type="checkbox"/>	82	<ul style="list-style-type: none"> The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time think fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve
<input type="checkbox"/>	<input type="checkbox"/>	83	<ul style="list-style-type: none"> Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	84	<ul style="list-style-type: none"> The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
<input type="checkbox"/>	<input type="checkbox"/>	85	<ul style="list-style-type: none"> Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and

269			to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	86	<ul style="list-style-type: none"> Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.
<input type="checkbox"/>	<input type="checkbox"/>	87	<ul style="list-style-type: none"> Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input type="checkbox"/>	<input type="checkbox"/>	88	<ul style="list-style-type: none"> No dividend shall bear interest against the company.
			Accounts
<input type="checkbox"/>	<input type="checkbox"/>	89	<ul style="list-style-type: none"> The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			Winding up
<input type="checkbox"/>	<input type="checkbox"/>	90	<ul style="list-style-type: none"> Subject to the provisions of Chapter XX of the Act and rules made thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
			Indemnity
<input type="checkbox"/>	<input type="checkbox"/>	91	<ul style="list-style-type: none"> Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
			Others
<input type="checkbox"/>	<input type="checkbox"/>	92	<ul style="list-style-type: none">

Subscriber Details

S. No.	Subscriber Details
---------------	---------------------------

	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	JULIAN RICHARD MATHIAS C/O JOE MATHIAS, 8/280/A CASA MATHIAS, ALTINHO, NEAR NIRMALA INSTITUTE OF EDUCATION, VTC PANAJ I, PANAJI TISWADI NORTH GOA Goa 403001 NA India	0*9*4*3*	Goa		16/12/2024
2	JOE MARCELINHO MATHIA S C/O LATE MACELINHO M ATHIAS 8/280/A CASA MAT HIAS ALTINHO NEAR NIRM ALA INSTITUTE OF EDUCAT ION PANAJI PANAJI TISWA DI NORTH GOA Goa 403001 NA India	0*1*6*5*	Goa		16/12/2024
3	MARIOLA MATHIAS C/O JO E MATHIAS, 8/280/A CASA MATHIAS, ALTINHO, NEAR NIRMALA INSTITUTE OF ED UCATION, VTC PANAJI, PAN AJI TISWADI NORTH GOA G oa 403001 NA India	0*1*6*5*	Goa		16/12/2024

Signed before me

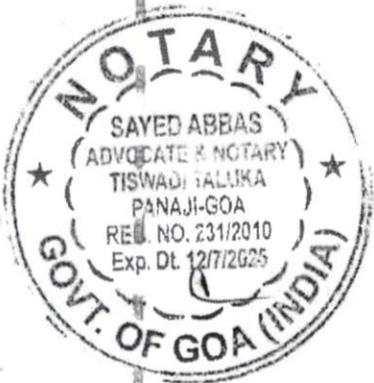
Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership	*Place	DSC	Dated
FCS	Mr. Ravindra Sunil Chava n S/o. Sunil Raghunath Chavan	205, Emerald To wer, M.G. Road, Panaji, North G oa, Goa- 40300 1 Practicing Co mpany Secretar ies	1*6*6	Goa		16/12/2024

"EXHIBIT D"



गोवा GOA

Serial No. 291 Place of Vendor, Panaji Date 14/12/08 998166
 Value of Stamp Paper 500
 Name of Purchaser Joe Mathias
 Residence Panaji Name of Father Marcelinho Mathias.
 Purpose Dissolution Deed Transacting



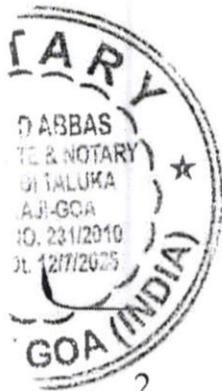
Parties:
 Sign of Stamp Vendor [Signature]
 Mangala N. Karapurkar
 License No. AC/STP/VE/1747/99
 Sign of Purchaser [Signature]

DEED OF DISSOLUTION OF PARTNERSHIP

[Signature] [Signature] [Signature]

272

This DEED OF DISSOLUTION OF PARTNERSHIP is made and executed on this 15th day of January 2025 (15/01/2025) by and between:

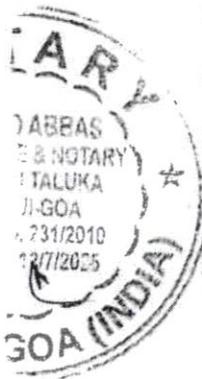


1. **MR. JOE MATHIAS**, son of Late Mr. Marcelinho Mathias, aged about 76 years, holder of PAN: ADCPM7021N, occupation: Business, residing at 8/280/A, Casa Mathias, Near Nirmala Institute of Education, Altinho, Panaji, Tiswadi, North Goa, Goa-403001 (hereinafter referred to as party of the **FIRST PART**)
2. **MRS. MARIOLA MATHIAS** wife of Mr. Joe Mathias, aged about 63 years, holder of PAN: AEBPM7212B, occupation: Business, residing at 8/280/A, Casa Mathias, Near Nirmala Institute of Education, Altinho, Panaji, Tiswadi, North Goa, Goa-403001 (hereinafter referred to as party of the **SECOND PART**)
3. **MR. JULIAN RICHARD MATHIAS**, son of Mr. Joe Mathias aged about 34 years, holder of PAN: AWEPM1099H, occupation: Business, residing at 8/280/A, Casa Mathias, Near Nirmala Institute of Education, Altinho, Panaji, Tiswadi, North Goa, Goa-403001 (hereinafter referred to as party of the **THIRD PART**)

WHEREAS the Parties hereto of the First Part and Second Part along with the other parties who were then minors of age, including the Party of The Third Part hereto, who were admitted to the benefit of the partnership, were carrying on the business of dealing in real estate,

contractors, constructors, developers, Builders etc. and business akin to it in partnership in the name and style of “**M/S. MATHIAS CONSTRUCTIONS**” at Panaji, Goa on the terms and conditions contained in the Deed of Partnership dated 03rd day of June, 1992 (03/06/1992) read with the Deed of Amendment dated 31/03/1993 and again amended on 01/04/2006.

AND WHEREAS the said Parties of the First and Second Part have from the 08th day of March, 2008 (08/03/2008) admitted the said Party of Third Part as a full-fledged Partner after the Party of Third Part attained majority by age, in the said Partnership on the terms and conditions as mentioned in the Deed of Reconstitution dated 08th March 2008 (08/03/2008).



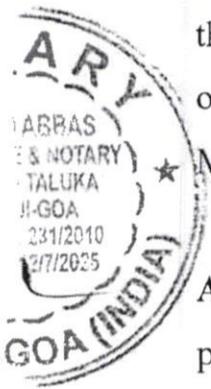
AND WHEREAS the said partners have thereafter executed Deed of Reconstitution of Partnership dated 01/08/2017 for the purpose of changing the registered office of the firm from: 502, Mathias Plaza, 18th June Road, Panaji, Goa; To: “**MATHIAS HOUSE**”, House No. C-13/156, Near Luis Gomes Garden, Campal, Panaji, Goa.

AND WHEREAS the said partners have thereafter on 02/09/2024 executed the Deed of Amendment to the Reconstitution of Partnership dated 08/03/2008. By this Amendment, the name of the firm was changed from: M/s Mathias Constructions; To: “**MATHIAS ESTATES**”.

AND WHEREAS the said partners agreed to convert the Partnership Firm into a Joint Stock Company limited by shares under section 366 and Part I of Chapter XXI of the Companies Act, 2013 through The Deed of Amendment to the Deed of Reconstitution of Partnership dated 08/03/2008 executed by them, the partners on 07/11/2024.

274

AND WHEREAS the Parties have agreed and accepted that on the date of registration/incorporation of the Company, the business of the partnership firm Mathias Estates along with all the movable and immovable assets and /or properties (including inter alia the List of Rights, Share, Title and/or Interest held in Immovable Properties) provided as per **SCHEDULE-A** given below along with partners' shareholding / capital entitlement shall stand transferred and the same shall vest exclusively in the Company through operation of law under the provisions of the Companies Act and without the need for any other document or instrument for the same and said partnership M/s.



Mathias Estates shall be converted into a Private Limited Company.

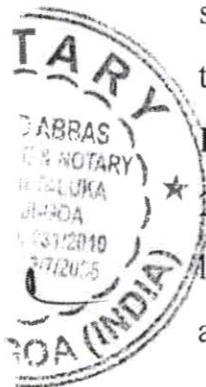
AND WHEREAS the partners have mutually agreed to dissolve the partnership and convert the business into a Private Limited Company under the name **MATHIAS ESTATES PRIVATE LIMITED** in accordance with Section 366 and Part I of Chapter XXI of the Companies Act, 2013 and the applicable rules, and this conversion shall take effect on the date of incorporation the Company on 11th January 2025 (11/01/2025), thereby transferring all assets, liabilities, and business operations to the newly incorporated Company **MATHIAS ESTATES PRIVATE LIMITED** bearing PAN AASCM8393F and CIN U68200GA2025PTC017011, as registered with the Registrar of Companies, Goa.

NOW THIS DEED WITNESSES that in pursuance of the mutual agreement between the partners, it is hereby declared and agreed as follows:

1. The partners agree that the existing partnership business of **MATHIAS ESTATES** (formerly M/s Mathias Constructions) shall be

converted into a Private Limited Company MATHIAS ESTATES PRIVATE LIMITED under Section 366 and Part I of Chapter XXI of the Companies Act, 2013 and the applicable rules. The date of incorporation of the Private Limited Company is 11th January 2025 (11/01/2025).

2. With effect from the date of incorporation of the Private Limited Company, the partnership between the partners under the deed dated 03rd June, 1992 as reconstituted and/or amended from time to time, shall stand Dissolved. All assets, liabilities and business operations of the partnership firm shall stand transferred to **Mathias Estates Private Limited** as a going concern, with effect from 11th January 2025 (11/01/2025). This includes all tangible and intangible assets, liabilities, contracts, and obligations of the partnership, which shall automatically be assumed by the Private Limited Company.



3. The partners shall file necessary notices / intimations of dissolution of the partnership with the Registrar of Firms and shall advertise the fact of dissolution in the local Official Gazette as required under the Indian Partnership Act. Additionally, the dissolution shall be intimated to the Registrar of Firms in compliance of the Indian Partnership Act and/or the Companies Act, 2013.

4. All assets and liabilities of the partnership shall be transferred to the Private Limited Company Mathias Estates Private Limited and any remaining net proceeds or obligations shall be dealt with in accordance with the contribution of the partners to the capital of the partnership. A full and General Account and Balance Sheet of Mathias Estates Private Limited shall be prepared to reflect the assets, liabilities, and net worth of the partnership firm as of 11th January 2025 (11/01/2025) as vested in the company. A list of all assets, liabilities, and business operations transferred to Mathias Estates Private Limited ("MEPL")

shall be attached to this Deed as **SCHEDULE-A** which shall form an integral part of this Deed.

5. Each partner agrees to execute such releases, indemnities, and assurances as may be necessary and reasonable to give effect to the smooth transfer of the partnership assets and liabilities to MEPL. The partners shall cooperate fully and do all things required to complete the dissolution and conversion process. Upon Dissolution of the firm, MEPL through its Directors shall have the requisite rights, power and authority to conclude any transactions or execute any documents or deed for the purpose.



6. If, after the dissolution of partnership, it is found that the partnership firm has incurred a loss or that the assets are insufficient to meet the liabilities, the partners shall contribute their share of the losses in proportion to their respective contributions to the capital of the partnership.

7. The partners, with effect from the date of incorporation of Mathias Estates Private Limited i.e. from 11th January 2025, shall not carry on any further business under the partnership firm's name or style and the partnership, with effect from 11th January 2025 stands fully dissolved.

8. The parties shall execute all necessary documents, including those relating to the incorporation of Mathias Estates Private Limited, and undertake all necessary acts to transfer all business operations, assets, liabilities, and interests of the partnership firm to the company Mathias Estates Private Limited.

IN WITNESS WHEREOF, the undersigned partners have executed this Deed of Dissolution of Partnership on the date first above written.

- 1. SIGNED, SEALED AND DELIVERED BY
Within named Party of the FIRST PART

[Handwritten Signature]

MR. JOE MATHIAS



- 2. SIGNED AND DELIVERED BY
Within named Party of the SECOND PART

[Handwritten Signature]

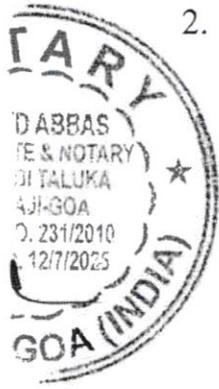
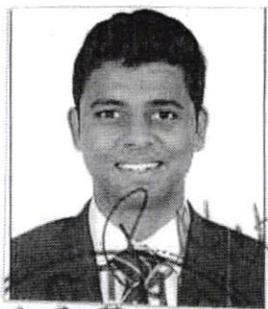
MRS. MRS. MARIOLA MATHIAS



- 3. SIGNED AND DELIVERED BY
Within named Party of the THIRD PART

[Handwritten Signature]

MR. JULIAN RICHARD MATHIAS



In the presence of:-

1. Name:- Hiraji M. Madkai Kar

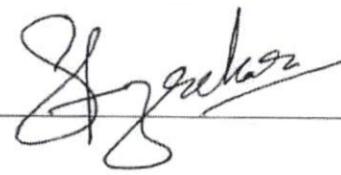
Address:- Devashree Greens, Block N
Flat 003 Socromo Boredey Goa.

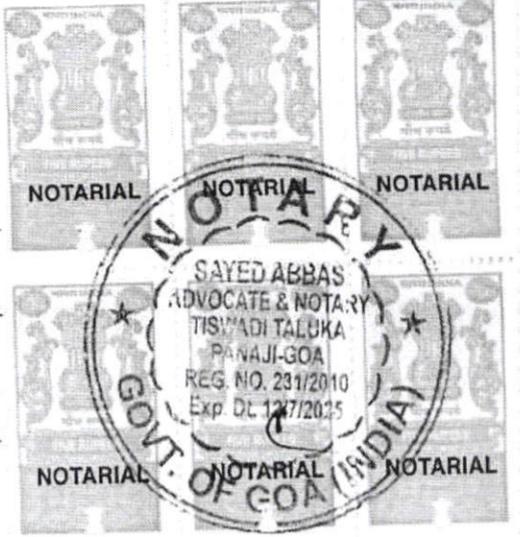
Signature:- *[Handwritten Signature]*

278

2. Name:- SIDDHESH B.K. AZREKAR

Address:- MAPUSA - GOA

Signature:- 



EXECUTED BEFORE ME WHICH I ATTEST.

Reg. Sr. No. 345/2025 Date 15/01/2025

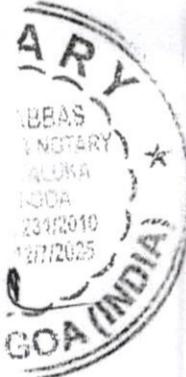

SAYED ABBAS
Advocate & Notary
Tiswadi Taluka
Panaji-Goa 403001
Reg. No. 231/2010

SCHEDULE-A

(A)

SURVEY NO. 362/1-B OF VILLAGE SOCORRO, TALUKA OF BARDEZ, NORTH GOA DISTRICT, STATE OF GOA

Rights, Share, Title and/or Interest in respect of All that property known as "FOTKIREM" admeasuring about 39,750 square meters at Socorro village of Bardez Taluka, State of Goa consisting of areas surveyed under Survey Nos. 362/1 (Part) of Socorro Village, denominated the said Survey No. 362/1-B of Village Socorro. The same is situated at Socorro Village of Bardez Taluka, District North Goa, State of Goa being bounded as under:



- On the East : By property bearing Survey No. 362/1 part of Village Socorro;
- On the North : By property bearing Survey No. 361 of Village Socorro;
- On the West : By property bearing Survey No. 360 of Village Socorro; and
- On the South : By property bearing Survey Nos. 367, 368 and 371 of Village Socorro.



(B)

**SURVEY NO. 359/1 OF VILLAGE SOCORRO, TALUKA OF
BARDEZ, NORTH GOA DISTRICT, STATE OF GOA**

Rights, Share, Title and/or Interest in respect of All that property known as "AMBIRNA" admeasuring about 71,400 square meters at Socorro village of Bardez Taluka, State of Goa consisting of areas surveyed under Survey Nos. 359/1 of Socorro Village. The same is situated at Socorro Village of Bardez Taluka, District North Goa, State of Goa being bounded as under:

On the East : By property bearing Survey Nos. 361 and 357 of Village Socorro;

On the North : By property bearing Survey No. 360 of Village Socorro;

On the West : By property bearing Survey Nos. 369, 368 and 371 of Village Socorro; and

On the South : By property bearing Survey No. 362 (part) of Village Socorro.



(C)

**PLOT NO. E-6 AT SURVEY NO. 362/1-B OF VILLAGE
SOCORRO, TALUKA OF BARDEZ, NORTH GOA DISTRICT,
STATE OF GOA**

Rights, Share, Title and/or Interest in respect of All that sub-divided plot in property bearing Survey No. 362/1-B of Village Socorro being Plot No. E-6 admeasuring about 399 square meters and bounded as under:

On the East : by Plot No. E-5;

280

On the West : by Plot No. E-12 & Plot No. E-11 (part);

On the North : by open space; and

On the South : by Plot No. E-8, Plot No. 7 (part) and partly by 6 meters wide road.

This plot forms a part of the property hereinabove described bearing Survey No. 362/1-B of Socorro Village of Bardez Taluka, District North Goa, State of Goa.



(D)

SURVEY NO. 37/1 OF VILLAGE PILERNE, TALUKA OF BARDEZ, NORTH GOA DISTRICT, STATE OF GOA

Rights, Share, Title and/or Interest in respect of All that property known as "AFORAMENTO DE SAUNLEM" admeasuring about 1,22,500 square meters situated at village Pilerne of Bardez Taluka, North Goa District, State of Goa consisting of areas surveyed under Survey Nos. 37/1 of Pilerne Village of Bardez Talukar, State of Goa being bounded as under:

On the East : By the pond of Saunlem;

On the West : By the hilly property known as Aforamento of the heirs of

Celerino Gregorio de Silva

On the North : By the hilly property known as Saunlem batta of the heirs

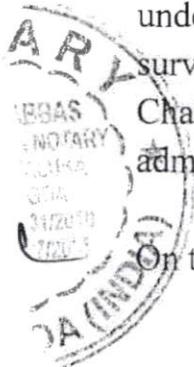
of Pundolica Sinay Telinga

On the South : By hill of the Comunidade

(E)

**“PRACA DE FLORES’ OR “PLOT NO. 318” INCLUDING
ONE STORIED BUILDING ABUTTING THEREON
SITUATED AT CHURCH SQUARE, WITHIN THE
MUNICIPAL LIMITS OF PANAJI, TISWADI, GOA**

Rights, Share, Title and/or Interest in respect of All that property known “PRACA DE FLORES’ OR “PLOT NO. 318” with a one storied building abutting thereon, situated at Church Square, within the Municipal Limits of Panaji, Tiswadi Taluka, North Goa District, State of Goa, described in the Land Registration Office under 2160 of Book B-25 Old and enrolled in the Taluka Revenue Office (Matriz Predial) under No. 690 of Panaji, corresponding to 661 and surveyed in the new survey under Chalta No. 265 to 275 and 275a of P.T. Sheet No. 43 and Chalta No. 1, 2, 10 to 14 of P.T. Sheet No. 44 of City Survey of Panaji, measuring about 1150 square meters being bounded as under:



On the North : By the property of the heirs of late Dr. Domingos Roque de Souza

On the South and West : By road

On the East : By the property of the heirs of late Mr. Mathias Gonsalves

(F)

**PROPERTY KNOWN AS “PALMAR JAPAO’ SURVEYED
UNDER CHALTA NOS. 79 AND 80 OF P.T. SHEET NO. 61 OF
CITY SURVEY OF PANAJI, GOA ALONG WITH A
BUILDING EXISTING THEREON SITUATED AT 18TH JUNE
ROAD, WITHIN THE MUNICIPAL LIMITS OF PANAJI,
TISWADI, GOA**

Rights, Share, Title and/or Interest in respect of All that part and parcel of property known “PALMAR JAPAO’ with a building existing

JK

MM

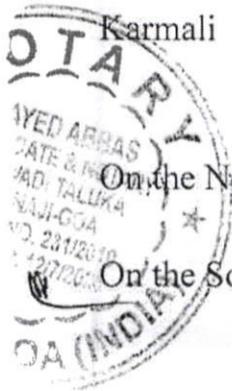
thereon, registered in the Land Registration Office (Conservatoria do Registo Predial), Panaji under no. 14357 with exclusion of the property described in the said Land Registration Office under no. 15466 situated at 18th June Road, Panaji, Tiswadi, Sub-District of Ilhas, North Goa District, State of Goa within the Municipal Limits of Panaji and bearing Taluka Revenue No. 958 and surveyed under Chalta Nos. 79 and 80 of P.T. Sheet No. 61 of City Survey of Panaji, Goa and being bounded as under:

On the East : By the property of Mr. Anant Yeshvonta Keni and others

On the West : By the property described under no. 15466 of Karmali Virgi

On the North : By the Public Road, now 18th June Road

On the South : By the property of Mr. Venkatesh N. Naik



J

MM

x h n

PM