

BEFORE THE HON'BLE NATIONAL GREEN TRIBNAL
WESTERN ZONE BENCH PUNE, AT PUNE
IA No. 247/2024 (WZ)

IN

ORIGINAL APPLICATION No. 141 OF 2024

IN THE MATTER OF:

PRAKASH AGRAWAL

...APPLICANT

VERSUS

MATHIAS CONSTRUCTION PVT. LTD. & ORS.

...RESPONDENTS

INDEX

Sr.	Particulars	Page No.
1	Affidavit for Clarification by Original Applicant	1 – 10
2	ANNEXURE-R-1 A true copy of Sale deed executed between Mr. Ramnath Vaman Quenim and the PP for sale of Plot No. D-6 admeasuring 475 M/2 in Phase 1 of the project dated 30.03.1992	11 – 57
3	ANNEXURE-R-2 A true copy Sale Deed executed by the developers for sale of Plot No. B-6 in Phase 1 of the project in favour of Mr. Vivek Kelkar Rao dated 06.03.1997	58 – 124
4	ANNEXURE-R-3 A true copy of MOU entered between Mathias Construction Private Limited and Mrs. Kshamta Dessai dated 21.01.2011	125 – 153
5	ANNEXURE-R-4 A true copy of MOU entered between Mathias Construction Private Limited and Mrs. Sukanti Sabastian Gomes dated 03.02.2011	154 - 192
6	ANNEXURE-R-5 A True copy of Photographs of the ongoing development in Phase 1 of the Ocean Park Project dated 07.12.2024	193 – 196



APPLICANT

Note: Any illegible pages will not be relied and only typed page numbers at centre of page will be referred & relied to avoid confusion.

BEFORE THE HON'BLE NATIONAL GREEN TRIBNAL
WESTERN ZONE BENCH PUNE, AT PUNE
INTERLOCURY APPLICATION No. 247 OF 2024

IN

ORIGINAL APPLICATION No. 141 OF 2024

IN THE MATTER OF:

PRAKASH AGRAWAL

...APPLICANT

VERSUS

MATHIAS CONSTRUCTION PVT. LTD. & ORS.

...RESPONDENTS

**CLARIFICATIONS WITH REFERENCE TO HON'BLE NGT ORDER
DATED 27.09.2024**

I, Prakash Agrawal, aged 64 Years, residing at 703 La Gomera, Mathias Ocean Park Residency, Dr E Borges Road, Donna Paula, Panji 403004, do hereby solemnly affirm and state on oath as follows:

- 1) It is most respectfully submitted that, the Environmental impact assessment (EIA) aims to anticipate the effects of projects on the environment. Project splitting into phases leads to circumventing the need to carry out an EIA or underestimating the environmental impact on the settled ecology of area, affecting the decision-making process.
- 2) That, the Project splitting could lead to EIA being avoided, or to partial EIA processes without a global assessment. It is difficult to detect when project parts are not processed simultaneously.
- 3) **SPLITTING OF LARGE PROJECT INTO TWO PHASES TO AVOID PROPER EIA TO HAVE CORRECT REMEDIAL & MITIGATION MEASURES:** At present "Ocean Park" project under challenge, the same comprised of two Phases. Out of which Phase 1 is partially completed and the construction activity in the Phase 1 of the project is still ongoing as seen from the photographs dated 07.12.2024 (**ANNEXURE-R-5**).

Both phases of the project are on adjoining parcels of land with shared common amenities between the two phases. It was the duty of the PP to have appraised the MOECC about the phase 1 of the project while approaching them for seeking approval of the partial project of Phase 2 of the Ocean Park Project. It was also the duty of the PP to have appraised the MOECC that project land bearing survey No. 249/1-A at Village Taleigao admeasures 83160 M² and what is the status of the balance 940 M².

- 4) That the Sale deed dated 30.03.1992 (**ANNEXURE-R-1**) executed between Mr. Ramnath Vaman Quenim and the PP for sale of Plot No. D-6 admeasuring 475 M/2 in Phase 1 of the project reads as:

*"1. That in pursuance of and in consideration of Rs. 7,12,500.00 (Rupees Seven Lacs twelve thousand five hundred only) to be paid by the PURCHASERS to the DEVELOPER it is agreed upon and being the market value of the property being hereby sold and of and from payment of the same to be made and every part thereof forever acquits, releases and discharges the PURCHASER 70% whereof represents the value of land and development expenditure, such as construction of roads, drainage, bringing water supply and electricity etc. and **30% whereof represents the cost of amenities being the recreational center comprising of health club, swimming pool, tennis court, a club house, jogging track and a mini gymnasium**"*

*"6. The DEVELOPER shall provide for the benefit and enjoyment of the owners of all the residential plots in the said plot of land a **recreational center consisting of a club house, with a swimming pool, tennis court, jogging track mini gymnasium, to be located in the property surveyed under nos. 247 (Part), 249 and 250 of Village Taleigao.**"*

"8. The Recreational Center shall be managed by a governing body made up of some of the owners of plots comprised in the said plot of land whom the DEVELOPER shall appoint as

members of such body to begin with for the first term and for the subsequent terms the body shall be made of members to be elected as per rules, regulations and bye law that may be formed by the society to be constituted by all the owners of subdivided plots, including the PURCHASER, as members thereof. The DEVELOPER shall cause such society to be formed and registered and the PURCHASER like all other purchasers of the subdivided plots shall render all assistance and cooperation to the DEVELOPER and do and execute all such acts and deeds as may be necessary to secure the formation/registration of such society.

9. The PURCHASER shall automatically acquire membership of recreational center and shall have to contribute towards maintenance of the same at such rates as may be determined by the DEVELOPER for the time being and subsequently as may be determined by the governing body.

10. The PURCHASER shall, if and when elected or nominated or called upon to be a member of such governing body which may be formed by the DEVELOPER for the management and maintenance of the Recreational Center become such member and sign all sorts of forms and applications and/or declarations required to be signed for the purpose of enabling the DEVELOPER to constitute or form such body.

11. The PURCHASER shall award the contract of construction of the building on Plot D-6 to the DEVELOPER or DEVELOPERs nominee.”

- 5) The Sale Deed dated 06.03.1997 (**ANNEXURE-R-2**) executed by the developers for sale of Plot No. B-6 in Phase 1 of the project in favour of Mr. Vivek Kelkar Rao in Phase 1 has the following clauses:

”1. That in in consideration of sum of Rs. 7,49,800.00 (Rupees Seven Lacs forty nine thousand eight hundred only) to be paid by the PURCHASER to the DEVELOPER which sum is the entire consideration price of Rs. 7,49,800.00 (Rupees Seven Lacs forty nine thousand eight hundred only) agreed upon and being the market value of the subdivided plot B-6 being hereby sold (receipt whereof the DEVELOPER hereby admits and acknowledges and of and from payment of the same to be

*made and every part thereof forever acquits, releases and discharges the PURCHASER 70% whereof represents the value of land and development expenditure, such as construction of roads, drainage, bringing water supply and electricity etc. and **30% whereof represents the cost of amenities being the recreational center comprising of health club, swimming pool, tennis court, a club house, jogging track and a mini gymnasium***”

*“5. The DEVELOPER shall provide for the benefit and enjoyment of the owners of all the residential plots in the said plot of land a **recreational center consisting of a club house, with a swimming pool, tennis court, jogging track mini gymnasium, to be located in the property surveyed under nos. 247 (Part), 249 and 250 of Village Taleigao.**”*

“7. The Recreational Center shall be managed by a governing body made up of some of the owners of plots comprised in the said plot of land whom the DEVELOPER shall appoint as members of such body to begin with for the first term and for the subsequent terms the body shall be made of members to be elected as per rules, regulations and bye law that may be framed by the society to be constituted by all the owners of subdivided plots, including the PURCHASER, as members thereof.”

“8. The PURCHASER shall automatically acquire membership of recreational center and shall have to contribute towards maintenance of the same at such rates as may be determined by the DEVELOPER for the time being and subsequently as may be determined by the governing body.”

9. The PURCHASER shall, if and when elected or nominated or called upon to be a member of such governing body which may be formed by the DEVELOPER for the management and maintenance of the Recreational Center become such member and sign all sorts of forms and applications and/or declarations required to be signed for the purpose of enabling the DEVELOPER to constitute or form such body.

10. It is understood that the subdivided plot B-6 is being purchased for construction of a residential bungalow

thereon. The PURCHASER shall award the contract of construction of the building on Plot D-6 to the DEVELOPER or DEVELOPERS nominee.”

6) The 940 M² of Land has been transferred by the PP via two Sale Deeds to M/S Meridian Estates Private Limited dated 24.10.2006 and 05.07.2010. It is very pertinent to bring to the notice of this Hon'ble Tribunal that M/. Meridian Estates Private Limited is a company owned by Divya Rane who is the daughter in law of the then Chief Minister of Goa, Shri. Pratapsingh Rane. Mrs. Divya Rane is the wife of the current Minister for Town and Country Planning in the State of Goa, Shri Vishwajeet Rane.

7) That on 03.03.2010, Shri Ranjit Satardekar addressed to the North Goa Planning and Development Authority, In this letter Shri Ranjit Satardekar has stated as follows:

“We maintain that the former Member Secretary Rajesh Naik has illegally and fraudulently issued NOC dated 14/6/2006. It has been already brought to the notice of this Authority that a portion of the said property admeasuring 640 sq. mts. is fraudulently transferred in favour of the company Meridian Estates owned by Smt. Divya Rane, wife of Health Minister Vishwajeet Rane and daughter-in-law of Pratapsingh Rane, the Chief Minister of Goa when the Sale deed dated 24/10/2006 was executed. We have already filed before the Court of Senior Civil Judge at Panaji the Special Civil Suit No. 105/2009/A praying that the said sale deed dated 24/10/2006 be declared null and void and the possession of the said portion of 640 sq. mts. be restored to the estate of Andre Andrade. A copy of the plaint in the said suit is already produced before you to take cognizance of it. We have apprehension in our minds that in the way, he (said Mathias) has done in the past while obtaining the previous permission dated 14/6/2006 from your office, he may try to get new the permission now applied) using the influence of said Divya Rane and her family members as

they are interested in the portion of the said property 249/ 1-A.”

- 8) That on 26.03.2010, the Letter of Shri Ranjit Satardekar addressed to the North Goa Planning and Development Authority states as under:

“Since the interest of the company Meridian Estate Pvt. Ltd. owned by Divya Pane (wife of Goa’s Health Minister Vishwajeet Pane) is directly involved in the property bearing Survey No. 249/1-A of Taleigao Village, for which development permission is sought by Joe Mathias, there is a cause for apprehension in my mind that despite my valid and legal objections, your office may suddenly take a decision to grant it. The said Joe Mathias who is sitting on the volcano of wrongful/illegal acts, for which he has faced and is facing number of cases in various courts of Goa including the Bombay High Court at Goa and also before government authorities will not hesitate to exert influence from various quarters on your office to get the said development permission.”

- 9) The development of the 940 M² Purchased by M/S Meridian Estates Private Limited has been carried out after the EIA notification dated 14.09.2006. Thus, in no way the EIA assessment of the same could have been avoided.
- 10) That on 21.01.2011 (**ANNEXURE-R-3**), MOU has been entered by Mathias Construction Private Limited with Kshamta Dessai on 21.01.2011 between Mathias Construction Private Limited and Kshamta Dessai for purchase of her share in the project land after it was a part of the assets of the company on 31.03.2009 was executed. The MOU dated 21.01.2011 executed between Mathias Construction Pvt. Ltd and Mrs. Kshamta Dessai for purchase of 10% undivided share of the project land.

- 11) That on 03.02.2011 (**ANNEXURE-R-4**), the accused obtained the 20% Undivided Share of the project Land from Mrs. Sukanti Sabastian Gomes vide MOU dated. The MOU states as under:

“AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (2) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children, in this property who are not parties to this agreement and will enter into a separate Agreement with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Agreement agrees and ensures to sufficiently indemnify the Parties of the First Part as against any such claim of the said (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (2) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children.”

- 12) This demonstrates that the PP has commenced the development of the project without obtaining the title of the land and hence could not have transferred the land to M/S Meridian Estates Private Limited on 24.10.2006 and 05.07.2010
- 13) That the Para 20 (i) of the Sale Deed dated 01.02.2022 (**P@787-836**) executed between the PP and this applicant reads as:

*”The PURCHASER shall become a member of “MATHIAS OCEAN PARK” which is a large residential complex comprising of development carried out in 2 (two) phases wherein **Phase – I comprises of the development carried out in property bearing Survey Nos. 247 (part) and 250 and Phase – II comprises of the development carried out and/or is being carried out in property bearing Survey No. 249/1-A***

(part), which is being developed into 4 (four) Sectors namely SECTOR – I, SECTOR – II, SECTOR – III and SECTOR – IV respectively, wherein pursuant to the completion of the entire project in all respects the Purchasers of both the phases shall be entitled to the benefits and enjoyment of the common amenities and facilities i.e. infrastructure – specifications/amenities which are to be located in property bearing Survey Nos. 247, 249/1-A (part) and 250, and that the PURCHASER shall undertake to become the members of the Association or Society or Organisation so formed of both the phases jointly and shall undertake to contribute such amounts for the maintenance and upkeep of the common amenities from time to time as per the requirements of the Association or Society or Organisation, as the case may be.” (P@818)

- 14) A combined reading of the above agreements:
 - a. The Development of the units on the land in Phase 1 and Phase 2 has been carried out by the PP or his nominee.
 - b. Purchasers of both the phases shall be entitled to the benefits and enjoyment of the common amenities and facilities located in both the phases.
 - c. Purchasers of both phases shall automatically acquire membership of recreational center and shall have to contribute towards maintenance of the same as well as common environmental infrastructures therein at such rates as may be determined by the Association jointly formed from Phase 1 & 2.
 - d. That the purchasers of Phase 1 have paid 30% price towards the cost of the recreation center, gymnasium and clubhouse which is only located on plot bearing Survey No. 249/1-A at Village Taleigao i.e. Phase 2. That the said amount may kindly be utilised for erection, installation & operation of Environmental Infrastructure which is necessary for the control & prevention of sewage water pollution by installation of STP


of adequate capacity, Solid Waste treatment by installation of OWC, Solar Energy System for Hot Water & Common lighting, Tree plantation for green cover around the periphery & OS/RG Area/Recreational Space, parking facilities etc.

- 15) This applicant states that recreational facilities and open lung spaces are integral and inseparable part of any development and there is no way that the two phases of the project can be delinked.

Whatever stated above is true and correct to the best of my knowledge, belief and information, hence, to verify the same I have signed hereunder at Nagpur.



(Mr. PRAKASH AGRAWAL)



(ADVOCATE FOR APPLICANT)

1921

NOTARIAL REG.
ENTRY NO. 167
DATE 04/01/2025

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH PUNE AT PUNE
ORIGINAL APPLICATION NO. 141 OF 2024

IN THE MATTER OF:

PRAKASH AGRAWAL

...APPLICANT

Versus

MATHIAS CONSTRUCTION PVT. LTD. & ORS. ...RESPONDENTS

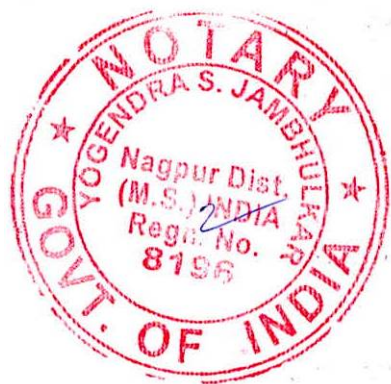
AFFIDAVIT IN SUPPORT OF IA FOR AMENDMENT TO THE OA

I, Prakash Agrawal, aged 64 years, residing at 703 La Gomera, Mathias Ocean Park Residency, Dr E Borges Road, Donna Paula, Panji 403004. The applicant herein, does hereby verify the contents of Paragraphs 1 to _____ and confirm that the same are true and correct to the best of my knowledge and I have not suppressed any facts.

Solemnly affirmed and verified at Nagpur

On this day of 4th January 2025

[Signature]
DEPONENT



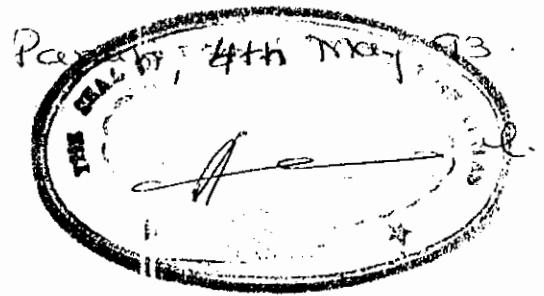
SWORN BEFORE ME ON THIS 4 DAY OF Jan. 20 25 AT NAGPUR BY SHR/SMT./KU. as above R/O. WHO HAS BEEN IDENTIFIED BY SHR/SMT. ADVOCATE, NAGPUR.

[Signature]
NOTARY
GOVT. OF INDIA
NAGPUR DIST. (M.S.) INDIA




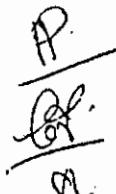



The original 'Deed of Sale' to which this copy refers has been presented in this office under the Indian Registration Act, 1908 under Sl. No. 477/92 on 30/3/92 and the same has been ordered for registration on this date.



DEED OF SALE

THIS DEED OF SALE entered into at PANJIM, GOA, on this 30th day of March, 1992


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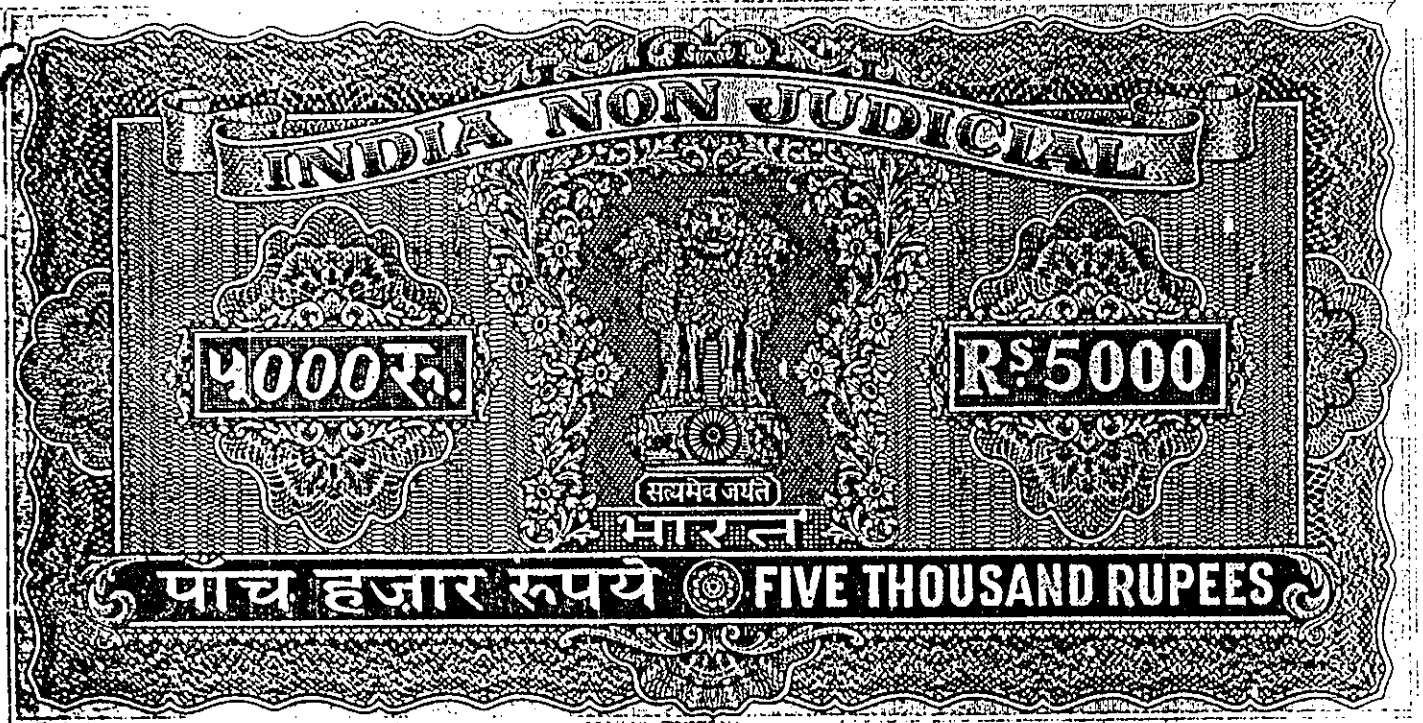
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BETWEEN

- (1) MR. AGNELO JOSE AUGUSTO PINTO, son of late Gustavo Joao Floriano Pinto, major of age, bachelor, landlord, residing at St. Cruz, Ilhas, Goa; (2) MR. CARLOS ALVITO GUSTAVO PINTO, son of late Gustavo Joao Floriano Pinto, major of age, bachelor, Physician, residing at St. Cruz, Ilhas, Goa; (3) MS. LUIZA AUGUSTA PINTO, daughter of

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ARG.



3

Mr. Gustavo Joao Floriano Pinto, major of age,
 bachelor, employed, residing also at St. Cruz,
 Panaji, Goa and (4)(a) MS. SYLVIA FRANCISCA PINTO
 VAZ e LIMA, daughter of late Gustavo Joao
 Floriano Pinto, major of age, married, employed,
 and (b) her husband MR. FRANCISCO XAVIER VAZ e
 LIMA, major of age, employed, both residing at
 Mapusa, Bardez, Goa, all Indian Nationals and
 Inhabitants (hereinafter collectively referred to

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"THE VENDORS" which expression shall unless
 repeated to the context or meaning thereof mean
 and include their respective heirs, executors,
 administrators, successors and assigns) of the
 FIRST PART

AND

MR. JOE MATHIAS, son of Shri Marcelino Mathias,
 major, Industrialist, Indian National and

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 AP.
 L.S.
 APQ



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inhabitant, residing at Altinho, Panaji, Goa,
 (hereinafter called "the DEVELOPER" which
 expression shall, unless repugnant to the context
 or meaning thereof, be deemed to mean and include
 his spouse, heirs, legal representatives,
 associates, administrators, executors and/or
 assigns) of the SECOND PART

AND

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 ALG



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Mr. RAMNATH VAMAN QUENIM son of late Dr. VAMANA VISVANATHA QUENIM and MRS. AMITA RAMNATH QUENIM daughter of late Mr. VIJAYSEN MOTIRAM JAYAKAR both major of age and resident of Panaji, Goa. (hereinafter called "the PURCHASER" which

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[Signature]
[Signature]



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expression shall, unless repugnant to the context
 of meaning thereof, be deemed to mean and include
 its successors in business, shareholders and
 assigns) of the THIRD PART WITNESSES;

WHEREAS :

(1) By an Agreement dated 10.11.1987 entered



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 A.P.G.

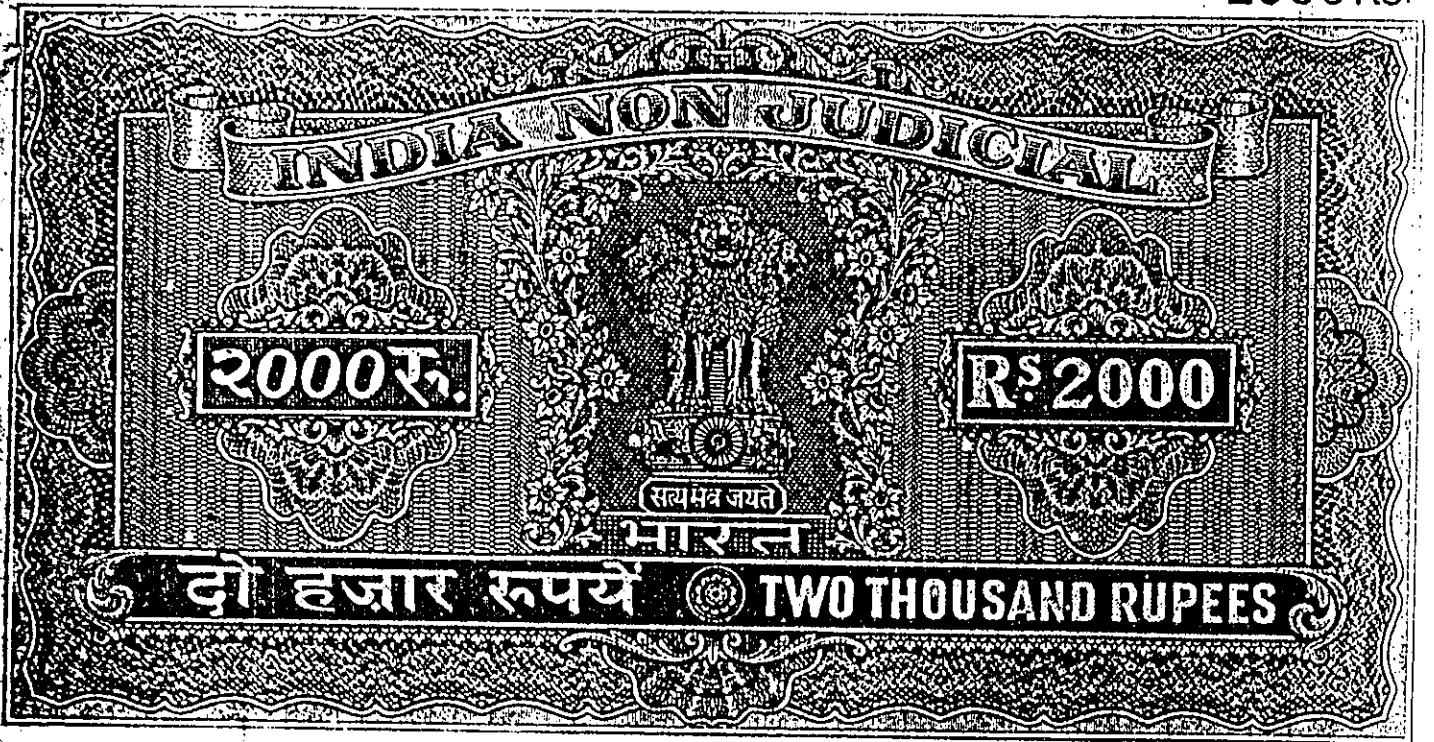


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into in furtherance of a previous Agreement dated 10.2.1987 between the same parties and read with the addendums executed on 1.6.1991 and 16.11.1991 to the said Agreement dated 10.11.1987 (hereinafter collectively referred to as "the said Agreement" - for short) the VENDORS agreed to sell to the DEVELOPER or to his nominees two plots of land, admeasuring 27000 square metres and 6670 square metres and marked Plot A and


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Plot C respectively in the plan hereto annexed and marked Plan I ("the said Plan I" - for short) and thereon shown hatched in green colour (hereinafter referred to as "the said plots of land") on terms and conditions stipulated in the said Agreement and the said agreement is subsisting and in full force;

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(2) the said plots of land are comprised in the

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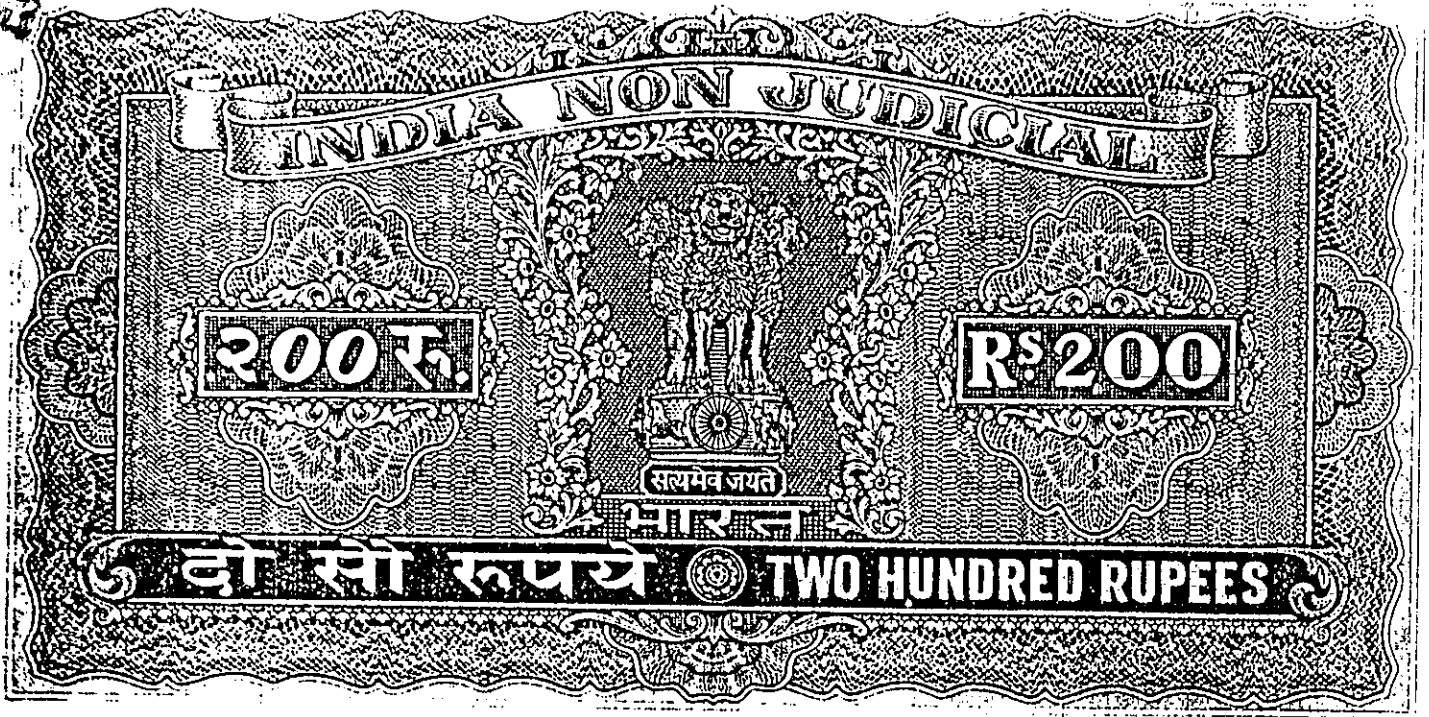


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eleventh parcel of the larger immovable property known as "UMA ADICAO DO PALMAR CURLIAVANGUINIM COM O SEU OITEIRO E FRALDA DE PALMEIRAS" situate at Curliavanguinim, in village Taleigao of (Ilhas) Tiswadi Taluka of the District of North Goa, which eleventh parcel was surveyed during the erstwhile Portuguese regime under cadastral survey no. 786 with an area of 57199 square metres and is now surveyed under survey no. 247

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L.A.

APC



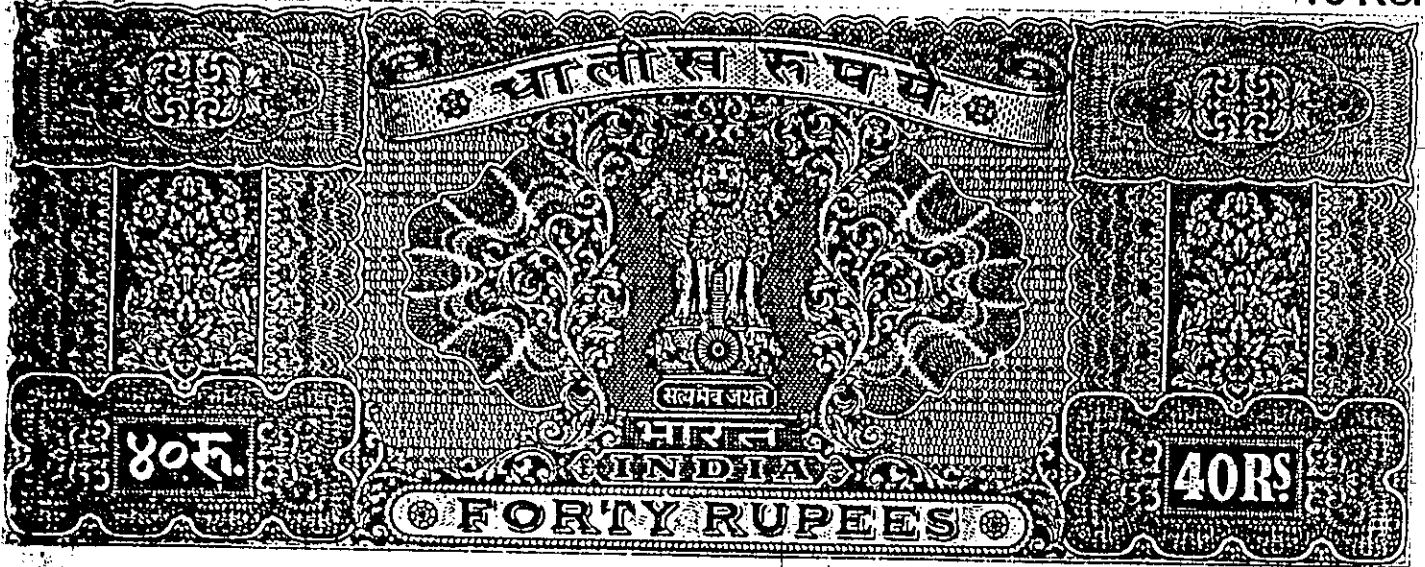
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of said village Taleigao with an area of 54500 square metres and is more particularly described in the Schedule I hereunder written and shown delineated in red colour in the said Plan I hereto annexed (hereinafter referred to as "the said immovable property");

(3) in terms of the said agreement the DEVELOPER is entitled to sub-divide the said plots of

SOA, DAMAN & DIU

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land, more particularly described in the Schedule II hereunder written, into residential plots for being sold to prospective purchasers with amenities and facilities such as internal tar roads, open space, rain water drains, electricity and water supply and other facilities detailed in the Schedule III hereunder written and to require the VENDORS to sell the sub-divided plots to the DEVELOPER's nominees for purchase of the same and

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 L.S. P.
 S.S. S.
 P.R.G.



the VENDORS are required to sell the sub-divided plots comprised in the said plots of land to the nominees of the DEVELOPER subject to the VENDORS having received from the DEVELOPER prior thereto such amount of consideration in terms of the said agreement, to be calculated at the rates stipulated in the said agreement, as corresponds to the area of such plots to be sold to DEVELOPER'S nominees;

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[Signature] *[Signature]* *[Signature]*

[Signature] *[Signature]* *[Signature]*

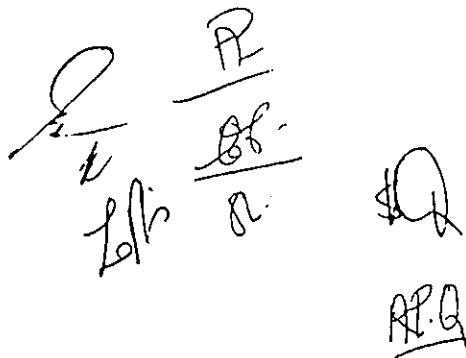
[Signature] *[Signature]* *[Signature]*

[Signature] *[Signature]* *[Signature]*

[Signature] *[Signature]* *[Signature]*

(4) the DEVELOPER has in accordance with said agreement secured necessary provisional permissions/NOCs for the development/sub-division of the said plots of land into residential plots, in the name of the VENDORS, from all the competent authorities being from the Planning and Development Authority issued vide letter No. PDA/T/8555/2843/90 dated 3.9.1990 and from the Village Panchayat of Taleigao issued vide letter No. VPT/TLG/269/90-91 dated 9.10.1990 and the DEVELOPER has also secured permission for conversion of the use of said plots of land for said purpose from the competent authority being the Deputy Collector of North Goa at Panaji who granted the permission vide Sanad bearing nos. CNV/TIS/47/90 dated 30.8.1990 and no. CNV/TIS/42/90 dated 14.10.1991;

(5) in pursuance of the said permissions the DEVELOPER has completed development of the said plots of land by sub-dividing the same into residential plots and constructing a network of roads and drains as per the plans for sub-division/development approved by the competent


 A collection of handwritten signatures and initials. On the left, there is a large signature that appears to be 'S. L. S.' with 'L.S.' written below it. To the right of this is another signature that looks like 'R. S.' with 'R.' below it. Further right is a signature that looks like 'S. Q.' and below it, the initials 'R.P.G.' are written.

authorities, a copy whereof is hereto annexed and marked Plan II;

(6) in terms of the said agreement the VENDORS have a right of first selection of such sub-divided plots for themselves;

AND WHEREAS the DEVELOPER has represented unto the PURCHASER that in pursuance of the said agreement and in accordance therewith, he is entitled to enter into an agreement with the PURCHASER for sale of sub-divided Plot No.D-6, admeasuring 475 square metres, shown delineated in red colour in the sub-division plan being Plan II hereto annexed, comprised in the said plots of land and more particularly described in Schedule IV hereunder written (hereinafter referred to as "the said plot of land") and that the DEVELOPER has effected payment to the VENDORS of such amount of consideration reserved by the said agreement as is sufficient to cause the VENDORS to execute the deed of sale conveying the said plot of land unto the PURCHASER;

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AND WHEREAS the VENDORS are the only and absolute owners of the said plots of land and have a clear and marketable title thereto which is derived as follows:

(a) the said immovable property, of which the said plots of land are parts, is the 11th parcel of the larger immovable property known as CURLIAVAINGUINIM not registered in the Land Registration Office;

(b) the larger immovable property CURLIAVAINGUINIM was owned by late Vicente Crescencio Pinto and his wife Anna Aurora Carolina do Rosario Rodrigues - great great grand parents of the VENDORS. Upon demise of the said Vicente and Anna and their son Gustavo Joao Floriano Pinto, the latter having expired on 4.9.1902, the said immovable property, being the eleventh parcel of the said larger immovable property CURLIAVAINGUINIM, was allotted in pursuance of Orphanological Inventario (Partition) proceedings registered under No.802/1902 of 3rd "officio" and subsequently re-numbered as 664/19604 of 2nd

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"officio", of the Court of Civil Judge, Senior Division at Panjim, and handled by clerk of 1st office Mr. V.P. Dessai, to Augusto Bartolomeu Crescencio Pinto one of the sons of said Gustavo, in whose name the same stands enrolled in the Taluka Revenue Office under matriz no. 270, and the allotment was confirmed by said Hon'ble Court's order dated 4.2.1904;

(c) the said Augusto B.C. Pinto was married twice and his wife by 1st nuptials, Angelica Maria Assunta Eloisa Goes Pinto, pre-deceased the said Augusto, having expired on 7.12.1915, leaving behind the following children out of her wedlock with said Augusto, namely:

- (i) Anita Florinda das dores Pinto;
- (ii) Gustavo Joao Floriano Pinto (father of the VENDORS - named after his Grand-father referred to in preceding sub- clause);
- (iii) Alfredo Gerson Santana de Goes Pinto;

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(iv) Maria Carolina Floripes de Gois
Pinto.

(d) by second nuptials the said Augusto Bartolomeu was married to Aglalia Pia Genoveva Souza e Pinto under the regime of absolute separation of assets and he had out of this wedlock only one son named Jose Maria Taumaturgo de Souza Pinto;

(e) upon demise of the said Angelica, his wife by 1st nuptials, the said Augusto instituted inventory proceedings in the said Court of Civil Judge, Senior Division at Panaji, whereupon the 11th parcel of said larger immovable property CURLIAVAINGUINIM, described in the said inventory proceedings under "verba" (item) No. 20 or the said immovable property, was allotted to said Augusto Bartolomeu and the allotment was confirmed by said Hon'ble Court's order dated 27.6.1917;

(f) the said Augusto Eartolomeu expired on 18.10.1928 leaving behind his widow by 2nd nuptials, the said Aglalia and aforesaid

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children, and upon his demise the said Aglalia instituted inventory proceedings whereupon the said 11th parcel was allotted in equal shares to the two sons of late Augusto Bartolomeu, out of 1st nuptials, being:

(1) Gustavo Joao Floriano Pinto (father of the VENDORS) and

(2) Alfredo Gerson Santana de Goes Pinto.

(g) out of the children of said Augusto Bartolomeu by first nuptials, his daughter Maria Carolina Floripes de Goes Pinto expired on 5.3.1927 leaving behind as her heirs the said Gustavo Joao Floriano Pinto (father of the VENDORS), the said Alfredo Gerson, Anita Florinda and her husband Arnaldo Autero do Rosario Rodrigues the first two being her brothers, the third her sister and the fourth her brother-in-law respectively;

(h) the said Alfredo Gerson died bachelor on 20.6.1952 leaving behind as his heirs the said

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Gustavo Joao (father of the VENDORS), Anita Florinda as a widow and Anita's children and their respective spouses being:

(1) Angela do Rosario Goes Pinto Rodrigues e Souza and her husband Dr. Matias Adriano de Souza;

(2) Francisco Xavier de Goes Pinto Rodrigues and his wife Emerciana Mascarenhas e Rodrigues;



(3) Armando Rosario de Goes Pinto Rodrigues and his wife Yolanda Costa Souza Rodrigues;

(4) Alexandre Justino de Goes Pinto Rodrigues and his wife Maria Cristalina Amelia Fernandes Rodrigues; and

(5) Arnaldo Filomena de Goes Pinto Rodrigues,

and his step brother the said Jose Maria Taumaturgo de Souza Pinto and his wife Maria Alba Belinda Veronica Dias e Pinto;

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 S. Q.
 A.P.Q.

(i) the said Jose Maria Taumaturgo and wife by Deed of Relinquishment dated 16.5.1966, executed before Notary Fernando Jorge Colaco at Panjim, relinquished in terms of Article 2029 of Portuguese Civil Code, still in force in this State, all their rights of inheritance to the estate left behind by said Alfredo Gerson in favour of other co-heirs to the estate;

(j) the said Anita Florinda and her children with their respective spouses subsequently renounced for all legal effects, in terms of Article 2034 of Portuguese Civil Code, still in force in this State, all their rights of inheritance to the estate left behind by said Maria Carolina Floripes Pinto and Alfredo Gerson in favour of other co-heirs and such renouncement was confirmed by the Court of Civil Judge, Senior Division at Panjim under a memorandum drawn and signed by the Hon'ble Judge Gustavo Filipe Couto on 22.4.1968 and as a result of this renouncement the only heir to succeed to the estate of Maria Carolina F. Pinto, Alfredo Gerson Santana de Goes

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Pinto having expired bachelor, and her posthumous step brother the said Jose Maria Tomaturgo having not been born when she, the said Maria Carolina, expired, was her brother the said Gustavo Joao Floriano Pinto (father of the OWNERS);

(k) in the premises aforesaid the said Gustavo Joao Floriano Pinto, father of the VENDORS, acquired exclusive ownership of the 11th parcel of CURLIAVAINGUINIM being the said immovable property hereinbefore mentioned and described in the Schedule I hereto;

(l) the said Gustavo Joao Floriano Pinto by Deed of Gift dated 31.3.1970, registered in the Office of the Sub Registrar of Tiswadi under No. 221 at pages 331 to 338 of Book No. 1 Vol. 45, gifted, inter alia, the said immovable property i.e. the 11th parcel of the larger immovable property CURLIAVAINGUINIM to the VENDORS being his only surviving children to have and to hold the same unto themselves in equal shares;

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L *AP*
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(3) that in the premises aforesaid the VENDORS are the only and absolute owners of the said plot of land and they are in exclusive possession thereof;

(4) that the said immovable property is free from agricultural tenancy or other encumbrances whatsoever and that the same is not affected by any acquisition or requisition proceedings;

(5) that the DEVELOPER has already completed the development, being sub-division of said plots of land and construction of internal tar roads and water drains and final NOC in respect of such development/sub-division has been obtained from the Central Planning and Development Authority vide Certificate bearing No. PDA/T/8555/2373/91 dated 15.11.1991 and from the Village Panchayat of Taleigao vide Certificate No. VPT/TL6/90/91-92 dated 28.11.1991;

AND WHEREAS the PURCHASER has inspected the following documents of title of the VENDORS to the full satisfaction of the PURCHASER prior to

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the execution of the agreement for sale dated 2.3.1992:

- i) Inventory proceedings no.802/1902 instituted by Augusto B.C.Pinto on the death of Gustavo Joao Floriano Pinto.
- ii) Inventory proceeding on the death of Angelica Maria Assunta Eloisa de Goes Pinto by Augusto B.C.Pinto;
- iii) Inventory proceedings held on the death of Augusto Bartolomeu Crescencio Pinto;
- iv) Deed of declaration and succession executed on 3.12.1969 by Gustavo Joao Floriano Pinto.
- v) Deed of gift dated 31.3.1970 executed by Gustavo Floriano Pinto in favour of his children being the VENDORS.
- vi) Certificate of Taluka revenue office dated 9.5.1991 certifying that the said immovable property is inscribed in the name of Augusto B.C.Pinto under matriz no.270;
- vii) Index of lands prepared under the provisions of the Land Revenue Code,1968 pursuant to order in D.C.no.454/Taleigao/Tiswadi.

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- viii) Nil encumbrance certificates dated 29.10.1991 and 10.2.1992.
- ix) Deed of renunciation dated 16.5.1966 of Jose Taumaturgo de Souza e Pinto and his wife Maria Alba Belinda Veronica Dias e Pinto.
- x) Deed dated 22.4.1968 whereunder Anita Florinda, her children and their respective spouses renounced their rights of inheritance to the estate left behind by Maria Carolina Floripes Pinto and Alfredo Gerson.
- xi) Portuguese cadastral survey plan of the property bearing cadastral survey no.786 and new survey plan of survey no.247 of village Taleigao.
- xii) Sanad issued by the Dy.Collector and Sub-Div.Officer, Panaji relating to survey no.247 of village Taleigao.
- xiii) Approval plan of the said property with its final N.O.C 's and relevant order issued by Panjim Planning & Development Authority, Panaji, Goa and all other papers relating to the approval of the said property.

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xiv) Relevant agreements entered by and between the VENDORS and Shri. Joe Mathias.

And the Final NOC bearing No.PDA/T/8555/-2373/91 dated 15.11.1991 from Central Planning Development Authority Panaji in respect of the said property.

AND WHEREAS

(1) in terms of the said agreement the OWNERS were entitled to reserve unto themselves some of the sub-divided plots with a right of first preference to select the plots for such reservation;

(2) the OWNERS hereby declare that the said Plot D-6 is not included in the plots selected/reserved by them in furtherance of the right of first preference to select plots reserved unto them by clause 13 of the said agreement for sale dated 10.11.1987;

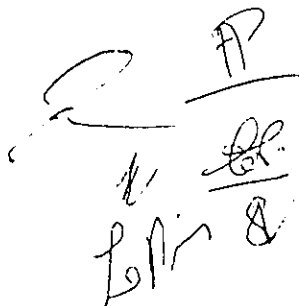
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AND WHEREAS upon aforesaid representation made by the DEVELOPER, whereunder the DEVELOPER agreed to arrange for sale by the VENDORS unto the PURCHASER of sub-divided Plot D-6, shown delineated in red colour in the said Plan II hereto annexed and better described in the Schedule IV hereunder written (hereinafter referred to as "said Plot D-6") at or for a consideration price of Rs.7,12,500/- (Rupees seven lakhs twelve thousand five hundred only) being the market value thereof to be paid by the PURCHASER to the DEVELOPER in one instalment and subject to other terms and conditions therein stipulated;

AND WHEREAS the PURCHASER has agreed upon to effect the payment to the DEVELOPER, the sum of consideration of Rs.7,12,500/- (Rupees seven lakhs twelve thousand five hundred only) on or before 20-4-1992 failing which the said amount shall be payable with an interest of 21% from due date.



 L. N. S.





NOW THEREFORE THIS DEED WITNESSETH and it is hereby agreed upon by and between the parties hereto as follows:-



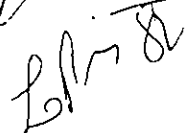
1. That in pursuance and in consideration of Rs.7,12,500/- (Rupees seven lakhs twelve thousand five hundred only) to be paid by the PURCHASER to the DEVELOPER it is agreed upon and being the market value of the property being hereby sold and of and from payment of the same to be made and every part thereof forever acquits, releases and discharges the PURCHASER 70% whereof represents the cost of land and development expenses, such as construction of roads, drainage, bringing water supply and electricity etc. and 30% whereof represents the cost of amenities being the recreational centre comprising a health club, swimming pool, tennis court, a club house, jogging track and a mini gymnasium, and whereas the DEVELOPER did not receive full consideration from the PURCHASER, however the DEVELOPER paid the amount to the VENDORS as stated hereinwith, out of which total consideration of Rs.7,12,500/- (Rupees seven

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lakhs twelve thousand five hundred only) the VENDOR No.1 having received through the DEVELOPER a sum of Rs.74,218.75 (Rupees seventy four thousand two hundred eighteen and paise seventy five only) towards his undivided 1/4th share in the said plot D-6 /^{being part} and parcels of the said immovable property described in Schedule I hereunder written; the VENDOR NO.2 having received a sum of Rs.74,218.75 (Rupees seventy four thousand two hundred eighteen and paise seventy five only) towards his undivided 1/4th share therein, the VENDOR NO.3 having received a sum of Rs.74,218.75 (Rupees seventy four thousand two hundred eighteen and paise seventy five only) towards his undivided 1/4th share therein; and the VENDOR NO.4(a) & (b) having received a sum of Rs.74,218.75 (Rupees seventy four thousand two hundred eighteen and paise seventy five only) towards their undivided 1/4th share therein, they the VENDORS, having so been required to do by the DEVELOPER, hereby, jointly and severally, do and doth grant, convey, transfer, assure and assign the said Plot D-6, admeasuring 475 square metres,





described in Schedule IV hereunder written. The said Plot D-6 being part and parcel of the said immovable property described in Schedule I hereunder written, unto the PURCHASER by way of sale free from all encumbrances and defects in title and **TOGETHER WITH** all the hereditaments, easements, premises, attachments and appurtenances thereto and all and singular the areas, sewers, drains, ditches, plants, shrubs, water courses, lights, liberties, privileges, easements, rights, members, attachments and appurtenances whatsoever to the said plot of land or ground, hereditaments and premises or any part thereof belonging or in anywise appertaining or with the said Plot D-6 or any part thereof now or at any time heretofore usually held used, occupied, possessed or enjoyed or reputed to be or known as part or member thereof and to belong or be appurtenant thereto **AND ALL THE ESTATE,** right, title, interest, ownership, possession, claim and demand whatsoever at law and in equity hitherto held owned, possessed and enjoyed by the VENDORS in, to, out of or upon the said plot of land, hereditaments and premises or any







part thereof TO HAVE AND TO HOLD all and singular the said Plot D-6, hereditaments and premises hereby conveyed or intended or expressed so to be with their and every of their rights, members and appurtenances (all which are hereinafter called "the said premises") UNTO AND TO THE USE AND BENEFIT of the PURCHASER forever.

2. The VENDORS have put the PURCHASER in possession of said Plot D-6 to-day and the VENDORS and the DEVELOPER to the extent he has competence to do so hereby, jointly and severally, for themselves and their heirs, executors and administrators covenant with, assign and declare unto the PURCHASER, its successors and assigns:

(a) THAT notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or their predecessors-in-title to the said property or by any person or persons claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, they the VENDORS now,

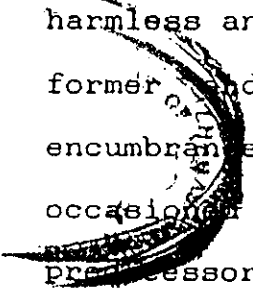
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whilst executing this deed, have in themselves good right, full power and absolute authority to transfer and assure the said premises unto and to the use and benefit of the PURCHASER in the manner hereby done;

(b) AND THAT the said Plot D-6/said premises is/are free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDORS well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, title, charges and encumbrances whatsoever had, made, executed, occasioned or suffered by the VENDORS or their predecessors-in-title to the said property or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them;

(c) AND THAT they, the VENDORS, have not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or



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thing whereby or by reason or means whereof they are prevented from conveying, transferring and assuring the said premises in the manner hereby done or whereby or by reason or means whereof the same or any part thereof are, is, can, shall or may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever;

(d) THAT it shall be lawful for the PURCHASER, its successors and assigns from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Plot D-6/said premises and every part thereof hereby conveyed, transferred and assured with their appurtenances and receive the issues and profits thereof and of every part thereof for their own use and benefit without any suit, lawful eviction, interruption, claim and/or demand whatsoever from or by the VENDORS or their heirs or any of them or from or by any person claiming or to claim by, from, under or in trust for them or any of them;

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W. G.

L. M.

S. D.

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(e) AND THAT land revenue charges due in respect of the said property and every part thereof upto date and the development charges thereof payable in respect of the development of said property as assessed by CPDA/PPDA have been paid in full upto date and that in the event of any land revenue charges or charges towards development of said property being found to have remained in arrears or unpaid the same shall be paid by the DEVELOPER directly to the authorities concerned. The DEVELOPER shall keep the PURCHASER fully indemnified against any claims or demands towards such charges;

(f) AND THAT the said Plot D-6/said premises, possession whereof has/have been delivered to the PURCHASER this day, is/are of complete and absolute ownership of the VENDORS and is/are not subject to any tenancy or other rights of whatsoever nature, easements or rights in the nature of easements or other encumbrances whatsoever;

(g) AND THAT the VENDORS and the DEVELOPER, if necessary, and such other persons, if any,

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A. S. S.

having or claiming any estate, right, title or interest in the said property or their heirs or any of them shall and will from time to time and at all times hereafter at the request of the PURCHASER sign such documents or papers and/or do and execute or cause to be done and executed by others aforesaid all such further and other lawful, acts, deeds, things, matters, conveyances and assurances in law whatsoever as the PURCHASER or its successors or assigns may from time to time require them to do for the purpose of perfecting PURCHASER's title to the said Plot D-6 and for the purpose of having the ownership and possession thereof recorded in the name of the PURCHASER or of its successors/assigns in all Government records including records maintained at the Land Registration Office, Land Revenue Office and/or office of the Record of Rights;

(h) AND FURTHERMORE THAT if the PURCHASER suffers any loss or incurs any expenses by reason of any defect in the title of the VENDORS to said Plot D-6 or by reason of breach by the VENDORS of the covenants hereinbefore contained

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or by reason of any misrepresentation herein made by the VENDORS, then and in such event the VENDORS and/or their heirs, executors, and administrators shall and will indemnify the PURCHASER, its successor(s) or assignee(s) as the case may be, against all such loss or expenses including loss suffered by reason of loss of enjoyment of or of proprietary interest in the said Plot D-6 or any part(s) thereof and loss or expenses suffered/incurred by reason of being subjected to any legal proceedings to protect the property hereunder purchased and/or its title thereto.

It is further specifically understood between the parties hereto that the roads, water drains, open spaces, shown in the plots A^{& C} annexed hereto and permitted to be as such by the CPDA/PPDA shall be for the common use and benefit of all the owners of the individual sub-divided plots of land in the said property and that the same shall constitute easements for the common use and benefit of all the owners of the sub-divided plots in the said property described in

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Schedule II hereunder written. The PURCHASER shall not interfere in any manner whatsoever with the possession of the VENDORS in respect of plot B shown in plan I annexed hereto.

4. The said Plot D-6 described in Schedule IV shall by itself form and be a separate and distinct property for all purposes.

5. The DEVELOPER shall construct a retaining cum pitch wall in RCC and laterite masonry along the southern boundary of said Plot D-6 at his own cost and expense.

6. The DEVELOPER shall provide for the benefit and enjoyment of owners of all residential plots in the said plots of land a Recreational Centre consisting of a Club House, with a swimming pool, tennis court, jogging track, mini gymnasium, to be located in the property surveyed under nos. 247(part), 249 and 250 of said village Taleigao.

7. The said sub-division roads, drains and open spaces comprised in said plots A and C shown

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in plan I hereto annexed shall constitute easements for the benefit and enjoyment of owners of all the sub-divided plots comprised in the said plots of land.

8. The Recreational Centre shall be managed by a Governing Body made up of some of the owners of plots comprised in the said plots of land whom the DEVELOPER shall appoint as members of such body to begin with for the first term and for the subsequent terms the body shall be made up of members to be elected as per rules, regulations and bye-laws that may be framed by the Society to be constituted by all the owners of sub-divided plots, including the PURCHASER, comprised in survey nos. 247(PART), 249 and 250 of said village Taleigao developed by the DEVELOPER, as members thereof. The DEVELOPER shall cause such society to be formed and registered and the PURCHASER like all other purchasers of such sub-divided plots shall render all necessary assistance and co-operation to the DEVELOPER and do and execute all such acts and deeds as may be necessary to

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secure the formation/registration of such society.

9. The PURCHASER shall automatically acquire membership of the Recreational Centre and shall have to contribute towards maintenance of the same at such rates as may be determined by the DEVELOPER for the time being and subsequently as may be determined by the Governing Body.

10. The PURCHASER shall, if and when elected or nominated or called upon to become a member of such Governing Body which may be formed by the DEVELOPER for the management and maintenance of the Recreational Centre become such member and sign all sorts of forms and applications and/or declarations required to be signed for the purpose of enabling the DEVELOPER to constitute and/or form such body.


11. The PURCHASER shall award the contract for construction of the building on said plot D-6 to the DEVELOPER or DEVELOPER'S nominee.

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12. The VENDORS shall not be in any way held liable to the PURCHASER if the PURCHASER suffers any loss on account of non-observance of the provisions of the Town and Country Planning Act, 1974 and the rules made thereunder or any other regulations, statute, or law or any other restrictions governing development.

13. The cost of stamp duty and of registration of this deed has been /shall be borne exclusively by the PURCHASER. This deed shall be presented for registration under the provisions of the Indian Registration Act, 1908 and the VENDORS and the DEVELOPER shall appear before the registering authority and comply with all the formalities and requirements of law applicable so as to enable the registering authority complete registration of the deed.


L.P.



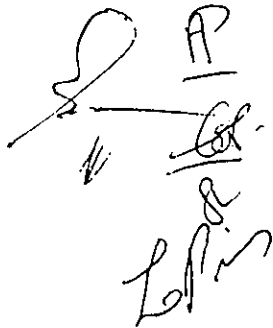


SCHEDULE I

ALL THAT eleventh parcel of the larger immovable property known as UMA ADICAO DO PALMAR CURLIAVANGUINIM COM E SEU OITEIRO E FRALDA DE PALMEIRAS, situate at Curliavanguinim Taleigao, within the Panchayat limits of Village Panchayat of Taleigao, in the sub-district of Tiswadi (Ilhas) of the District of North Goa in the State of Goa, not registered in the Land Registration Office but enrolled in the Taluka Land Revenue Office under matriz no. 270 and surveyed during the erstwhile Portuguese Government's regime under cadastral survey under no.786 and presently under survey no.247, admeasuring 57199 square metres as per Portuguese Cadastral survey and as per present Record of Rights 55400 square metres. The said immovable property is shown delineated in red colour in the said plan & hereto annexed and is bounded as follows:

as per records of Taluka revenue office and of inventario proceedings hereinbefore referred to:

on the EAST : by the hill of heirs of Emiliana Visitacao Gonsalves or Emilia Visitacao Gonsalves e

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Pinto; (sy.no.248).

on the WEST : by the property of Luis Capistrano de Conceicao Viegas or Francisco Soares; (sy.no.250 and 249(part)).

on the NORTH : by the hill of Comunidade of Taleigao or Maulinguem and aforamento of Daniel Ferreira; (sy.no.249(part) and 248).

on the SOUTH : by the River Zuari;

as per Portuguese cadastral survey records:

on the EAST : by property of Pascoal A. Pinto and partly by River Zuari;

on the WEST : by properties of Liz Capistrano da Conceicao Viegas, Daniel Ferreira Pestana and Maria Claudina Lucinda Viegas;

on the NORTH : by properties of Liz Capistrano Conceicao Viegas, Daniel Ferreira Pestana, Maria Claudina Lucinda Viegas and Pascoal A. Pinto;

on the SOUTH : by River Zuari.

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 L. P.

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SCHEDULE IIDescription of said plots of land1. Plot A

ALL THAT piece or parcel of land and property, admeasuring 27000 square metres, surveyed under no. 247/1(part), shown hatched in green colour in the Plan I hereto annexed and therein marked Plot A, being a part of the said immovable property described in Schedule I hereinabove written. The said plot of land is bounded as follows:

on the East : sy. no. 246 of village Taleigao;

on the West : partly by sy.no. 250 of village Taleigao and partly by sy.no.249 of said village;

on the North : sy. nos. 249, 248 ;

on the South : by Plot C and partly by PlotB hereinbefore described being parts of sy. no. 247.

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2. Plot C

ALL THAT piece or parcel of land and property, admeasuring 6670 square metres, surveyed under no. 247/1(part), shown hatched in green colour in the Plan A hereto annexed and thereon marked Plot C, being a part of the said immovable described in Schedule I hereinabove written. The said plot of land is bounded as follows:

- on the East : by Plot A hereinbefore described;
 on the West : sy. no. 250;
 on the North : Plot A described hereinabove;
 on the South : Plot B described hereinabove;

SCHEDULE IIIAmenities to be provided by DEVELOPER

- (1) A Recreational Centre comprising a health club, swimming pool, tennis court, a club house, jogging track and a mini gymnasium.
- (2) Network of sub division tar roads with rain water drains built in laterite masonry; and cemented.

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SCHEDULE IVDescription of Plot D-6
heraby agreed to be conveyed

ALL THAT piece or parcel of land, ground and property, admeasuring 475 square metres or thereabouts, allotted sub-division Plot No.D-6, comprised in a part of survey no.247 of said village Taleigao and being a part of said immovable property described in Schedule I and more particularly of said plots of land described in Schedule II supra, shown delineated in red colour in the Plan II hereto annexed and bounded as follows:

- on the East : by plot No.D-5.
- on the West : by plot No.D-7.
- on the North : by 8 metres road.
- on the South : by remaining part of sy. no.247 of village Taleigao.

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IN WITNESS WHEREOF the parties hereto have
hereunto signed this agreement on the day, month
and year first herein above mentioned.

SIGNED AND DELIVERED by the
within named VENDORS,

(1) AGNELO JOSE AUGUSTO PINTO *Ag-1 sdt A. Pinto*

(2) CARLOS ALVITO GUSTAVO PINTO *Carlos A. G. Pinto, sdt*

(3) LUIZA AUGUSTA PINTO *Luiza Augusta Pinto, sdt*

(4) (a) SYLVIA FRANCISCA PINTO VAZ E LIMA *Sylvia, sdt*

(4) (b) FRANCISCO XAVIER VAZ E LIMA *Francisco, sdt*

SIGNED AND DELIVERED by the
withinnamed DEVELOPER,
JOE MATHIAS

Joe Mathias, sdt

SIGNED AND DELIVERED by the
withinnamed PURCHASER,

MR. RAMNATH VAMAN QUENIM

Ram Nath Quenim, sdt

AND

MRS. AMITA RAMNATH QUENIM.

Amita Quenim, sdt

47

In the presence of

1. ^{Sgt} 

2. ^{Sgt} 

TRUE COPY



1969

ANNEXURE-R-2

B-6



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Serial No. 369/97
Presented at the Office of the
Sub-Registrar of Ilhas
between the hours of 7-30
12-00 6-3 - 19 97

Received fees for:	RS	P
Registration	7550	
Copying (folios) 68	102	
Copying endorsements	3	
Fee for	25	
Total Rs	7680/-	



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A. Fernandes

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DEED OF SALE

THIS DEED OF SALE entered into at Panaji on
this 6th day of March, 1997;

[Handwritten initials and signature]



37

No. 2.11.2
 25,000/-
 28/2/97
 K. Rao
 60,084/-

AS

Signature of the...

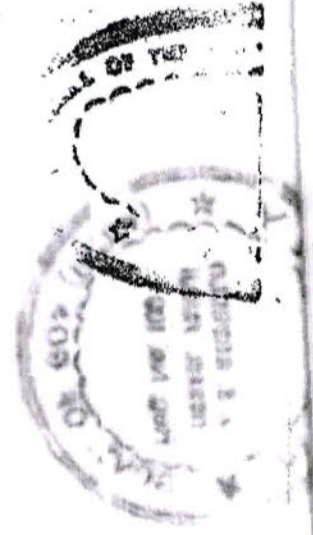


- 2 -

B E T W E E N

(1) MR. AGNELO JOSE AUGUSTO PINTO, son of late
 Gustavo Joao Floriano Pinto, major of age,
 bachelor, landlord, residing at St. Cruz,
 Ilhas, Goa; (2) MR. CARLOS ALVINO GASTRO

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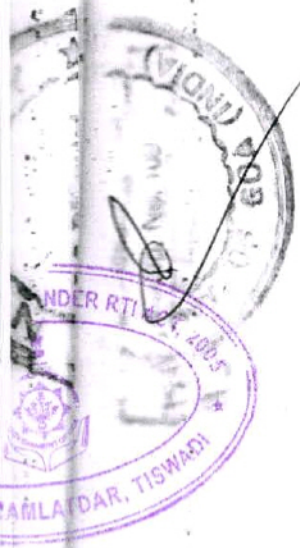
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- 3 -

PINTO, son of late Gustavo Joao Floriano
 Pinto, major of age, bachelor, Physician,
 residing at St. Cruz, Ilhas, Goa; (3) MS.
 LUIZA AUGUSTA PINTO, daughter of late Gustavo
 Joao Floriano Pinto, major of age, spinster,
 employed, residing also at St. Cruz, Ilhas,
 Goa and (4) MRS. SYLVIA FRANCISCA PINTO VAZ e...

[Handwritten signatures and initials]



No. 2112 *para* Date of issue 28/2/9)
 Value 25,000/-
 Name *K. K. Rao*
 Address *para* 60, 084/...
 along

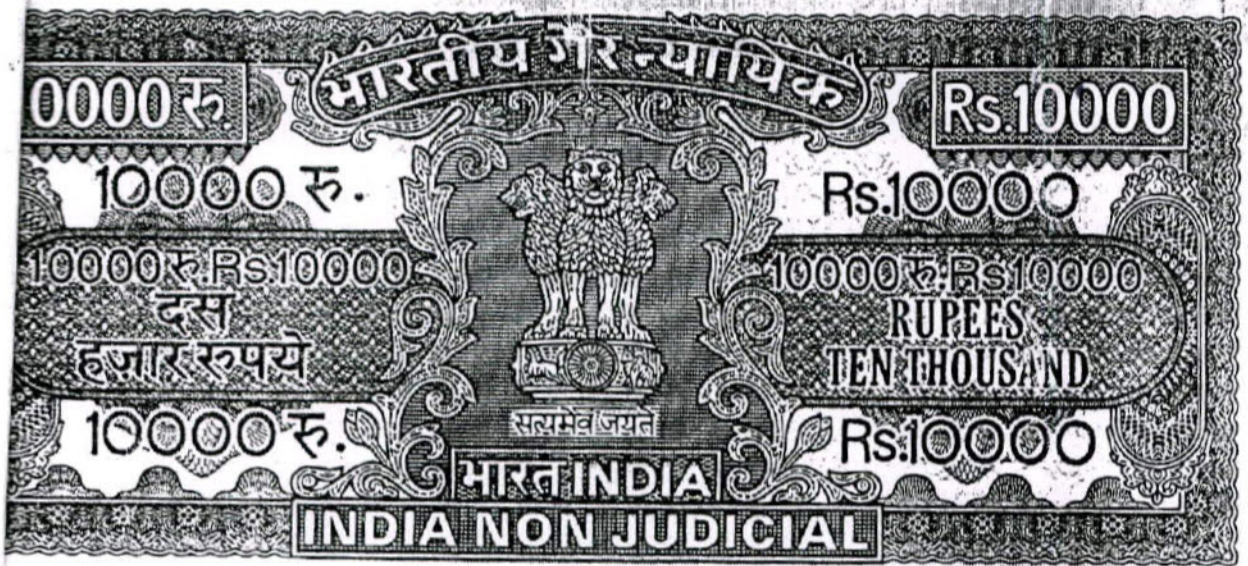


- 4 -

LIMA, daughter of late Gustavo Joao Floriano
 Pinto, major of age, widow, retired employee
 for self; (5) MR. ANGELO CAETANO FRANCISCO VAZ
 e LIMA and (6) MS. JUVENILLA RUELLA VAZ e LIMA
 both major of age and only children of late
 Mr. Francisco Xavier Vaz e Lima, all residing
 at Mapusa, Goa, and all Indian Nationals and

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- 5 -

inhabitants (hereinafter collectively referred to as "the VENDORS" which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators, successors and assigns) of the FIRST PART

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panaj
10, 000/-
Virex . K. Rao

28/2/97

60,084/-

Signature of [Name]

Signature of [Name]

- 6 -

MR. JOE MATHIAS, son of late Marcelino Mathias, major in age, businessman, Indian National and inhabitant, residing at Altinho, Panaji, Goa, represented in this Deed of Sale by his duly constituted Power of Attorney, Mr. Leonardo B. Soares, son of late D. Max Soares, major of age, married, commercial employee,

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10/11/74

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- 7 -

residing at Porvorim, Bardez-Goa, vide the "GENERAL POWER OF ATTORNEY" executed on the 21st day of November, 1995, before the Notary Public Adv. Ulhas B. Pai Raikar, (hereinafter called "the DEVELOPER" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include

PH
 [Signature]
 R
 [Signature]



SA. NO. 2112
 Value of ... 401
 Name ... Vivek. K. Rao
 Date ... 28/2/97
 Amount ... 60,084/-
 Address ...
 City ...

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Signature of ...
 Signature of ...

- 8 -

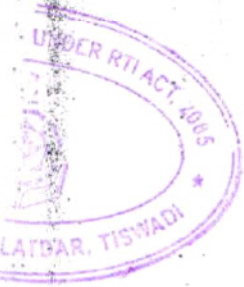
his spouse, heirs, legal representatives,
 associates, administrators, executors and/or
 assigns) of the SECOND PART

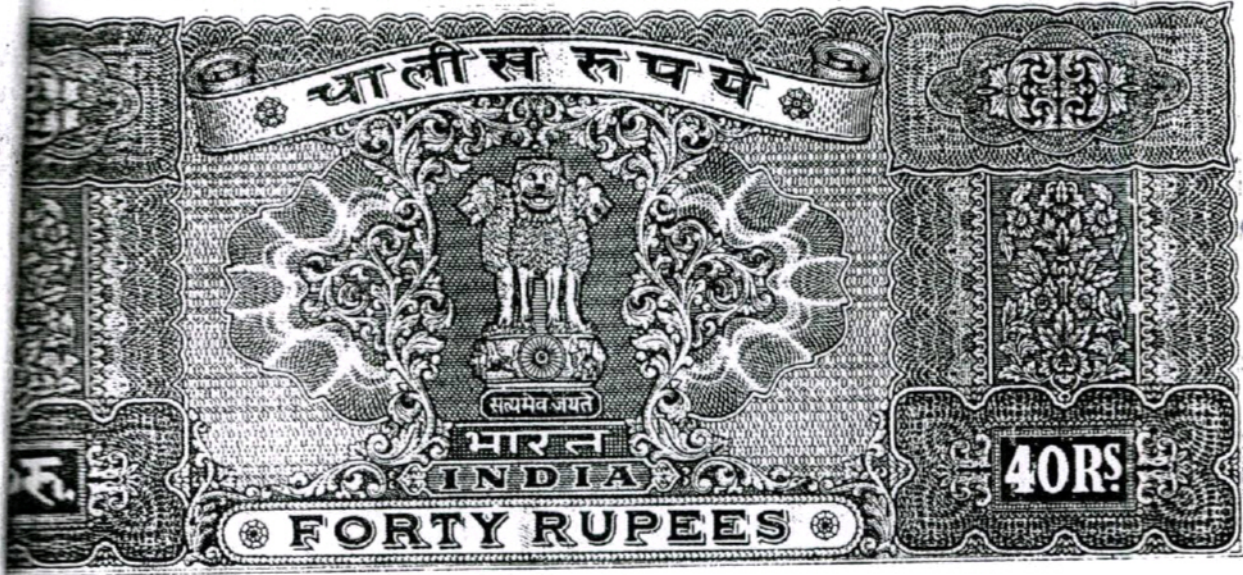
IN FAVOUR OF

MR. VIVEK KELKAR RAO, son of Mr. K.B. Rao
 Indian national, major in age, service









- 9 -

residing at 22 Leonie Hill Road, # 03-01
 Furama Tower, Singapore 239195 and MRS SONA
 VIVEK RAO daughter of Mr. M.D. Hireset and
 wife of Mr. Vivek Kelkar Rao, major in age,
 Indian national, residing at 22 Leonie Hill
 Road, # 03-01 Furama Tower, Singapore 239195
 (hereinafter called "the PURCHASERS" which

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Ex No. 2113
 Value 401 - Pangy
 Name Virat. K. Rao
 Date 28/2/97
 60,084/-
 along

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Signature of the Borrower
 Signature of the Lender

- 10 -

expression shall, unless repugnant to the
 context or meaning thereof, be deemed to mean
 and include their heirs, legal representa-
 tives,, administrators, executors and / or
 assigns) of the **THIRD PART WITNESSES;**



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- 11 -

WHEREAS :

(1) By an Agreement dated 10.11.1987 entered into in furtherance of a previous Agreement dated 10.2.1987 between the VENDORS and the DEVELOPER and read with the addendum executed on 1.6.1991 and 16.11.1991 to the said Agreement dated 10.11.1987 (hereinafter collec-

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DEPARTMENT, 2005
 DR. TISWARI

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No. 2112 Place of vend. Panaji Date of issue 28/2/97
 Value 21 -
 Name Virek . X. Rao
 Address Panaji
 Adm. Go, osh.
 etc. along

Signature of the Developer [Signature]

Signature of Purchaser

- 12 -

tively referred to as "the said Agreement" -
 for short) the VENDORS agreed to sell to the
 DEVELOPER or to his nominees two plots of
 land, admeasuring 27000 square metres and 6670
 square metres and marked Plot A and Plot C
 respectively in the plan hereto annexed and
 marked Plan I ("the said Plan I" - for short)

[Signature] [Signature]
[Signature]





47

- 13 -

and thereon shown hatched in green colour (hereinafter referred to as "the said plots of land") on terms and conditions stipulated in the said Agreement and the said agreement is valid, subsisting and in full force;

(2) The said plots of land are comprised in the eleventh parcel of the larger immovable

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SA No. 2112 *Pangy* Date of Issue 28/2/97
 Value 21
 Name Yashwantrao H. Rao
 Recd *Pangy* 60,084/-
 To Talung
 Auth.
 Date

St
 Signature of the ...

Signature of Purchaser

- 14 -

property known as "UMA ADICAO DO PALMAR CURLIA-
 VANGUINIM COM O SEU OITEIRO E FRALDA DE PAL-
 MEIRAS" situated at Curliavanguinim, in vil-
 lage Taleigao of (Ilhas) Tiswadi Taluka of the
 District of North Goa, which eleventh parcel
 was surveyed during the erstwhile Portuguese
 regime under cadastral survey no. 786 with an

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- 15 -

area of 57199 square metres and is now surveyed under survey no. 247 of said village Taleigao with an area of 54500 square metres and is more particularly described in the Schedule I hereunder written and shown delineated in red colour in the said Plan I hereto annexed (hereinafter referred to as "the said immovable property");

(3) In terms of the said agreement the DEVELOPER is entitled to subdivide the said plots of land, more particularly described in the Schedule II hereunder written, into residential plots for being sold to prospective purchasers with amenities and facilities such as internal tar roads, open space, rain water drains, elec-

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- 16 -

42

tricity and water supply and other facilities detailed in the Schedule III hereunder written and to require the VENDORS to sell the subdivided plots to the DEVELOPER's nominees for purchase of the same and the VENDORS are required to sell the subdivided plots comprised in the said plots of land to the nominees of the DEVELOPER subject to the VENDORS having received from the DEVELOPER prior thereto such amount of consideration in terms of the said agreement, to be calculated at the rates stipulated in the said agreement, as corresponds to the area of such plots to be sold to DEVELOPER's nominees;

(4) The DEVELOPER has in accordance with said agreement secured necessary provisional permissions/NOCs for the development/subdivi-



- 17 -

sion of the said plots of land into residential plots, in the name of the VENDORS, from all the competent authorities being from the Planning and Development Authority issued vide letter No. PDA/T/8555/2843/90 dated 3.9.1990 and from the Village Panchayat of Taleigao issued vide letter No.VPT/TLG/269/90-91 dated 9.10.1990 and the DEVELOPER has also secured permission for conversion of the use of said plots of land for said purpose from the competent authority being the Deputy Collector of North Goa at Panaji who granted the permission vide Sanad bearing nos. CNV/TIS/47/90 dated 30.8.1990 and no. CNV/TIS/42/90 dated 14.10.1991;

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49

- 18 -

(5) In pursuance of the said permissions the DEVELOPER has completed development of the said plots of land by subdividing the same into residential plots and constructing a network of roads and drains as per the plans for sub-division/development approved by the competent authorities, a copy whereof is hereto annexed and marked Plan II;

(6) In terms of the said agreement the VENDORS have a right of first selection of such subdivided plots for themselves;

AND WHEREAS the DEVELOPER has represented unto the VENDORS that he has nominated the PURCHASERS for sale of subdivided Plot No. B-6, admeasuring 326:00 square metres, shown



10

- 19 -

delineated in RED colour in the subdivision plan being Plan II hereto annexed, comprised in the said plots of land and more particularly described in Schedule IV hereunder written (hereinafter referred to as "the said subdivided plot ") and that the DEVELOPER has effected payment to the VENDORS of such amount of consideration reserved by the said agreement as is sufficient to cause the VENDORS to execute the deed of sale conveying the said plot of land unto the PURCHASERS;

AND WHEREAS the VENDORS are the only and absolute owners of the said plots of land and have a clear and marketable title thereto which is derived as follows:

[Handwritten signatures and initials]



(a) The said immovable property, of which the said plots of land are parts, is the 11th parcel of the larger immovable property known as CURLIAVAINGUINIM not registered in the Land Registration Office;

(b) The larger immovable property CURLIAVAINGUINIM was owned by late Vicente Crescencio Pinto and his wife Anna Aurora Carolina do Rosario Rodrigues - great great grand parents of the VENDORS. Upon demise of the said Vicente and Anna and their son Gustavo Joao Floriano Pinto, the latter having expired on 4.9.1902, the said immovable property, being the eleventh parcel of the said larger immovable property CURLIAVAINGUINIM, was allotted in pursuance of Orphanological Inventario

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52

- 21 -

(Partition) proceedings registered under No. 802/1902 of 3rd "officio" and subsequently re-numbered as 664/19604 of 2nd "officio", of the Court of Civil Judge, Senior Division at Panjim, and handled by clerk of 1st office Mr. V.P. Dessai, to Augusto Bartolomeu Crescencio Pinto one of the sons of said Gustavo, in whose name the same stands enrolled in the Taluka Revenue Office under matriz no. 270, and the allotment was confirmed by said Hon'-ble Court's order dated 4.2.1904;

(c) The said Augusto B.C. Pinto was married twice and his wife by 1st nuptials, Angelica Maria Assunta Eloisa Goes Pinto, pre-deceased the said Augusto, having expired on 7.12.1915, leaving behind the following children out of her wedlock with said Augusto, namely:

ACT 2005
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57

- 22 -

- (i) Anita Florinda das dores Pinto;
- (ii) Gustavo Joao Floriano Pinto
(father of the VENDORS -
named after his Grand-father
referred;
to in preceding sub- clause);
- (iii) Alfredo Gerson Santana de Goes
Pinto;
- (iv) Maria Carolina Floripes de Goes
Pinto.
- (d) By second nuptials the said Augusto
Bartolomeu was married to Aglalia Pia Genoveva
Souza e Pinto under the regime of absolute
separation of assets and he had out of this
wedlock only one son named Jose Maria Tauma-
turgo de Souza Pinto;



- 23 -

(e) Upon demise of the said Angelica, his wife by 1st nuptials, the said Augusto instituted inventory proceedings in the said Court of Civil Judge, Senior Division at Panaji, whereupon the 11th parcel of said larger immovable property CURLIAVAINGUINIM, described in the said inventory proceedings under "verba" (item) No. 20 and the said immovable property, was allotted to said Augusto Bartolomeu and the allotment was confirmed by said Hon'ble Court's order dated 27.6.1917;

(f) The said Augusto Bartolomeu expired on 18.10.1928 leaving behind his widow by 2nd nuptials, the said Aglalia and aforesaid children, and upon his demise the said

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- 24 -

Aglalia instituted inventory proceedings whereupon the said 11th parcel was allotted in equal shares to the two sons of late Augusto Bartolomeu, out of 1st nuptials, being:

- (1) Gustavo Joao Floriano Pinto (father of the VENDORS) and
- (2) Alfredo Gerson Santana de Goes Pinto.

(g) Out of the children of said Augusto Bartolomeu by first nuptials, his daughter Maria Carolina Floripes de Goes Pinto expired on 5.3.1927 leaving behind as her heirs the said Gustavo Joao Floriano Pinto (father of the VENDORS), the said Alfredo Gerson, Anita Florinda and her husband Arnaldo Autero do Rosario Rodrigues the first two being her brothers, the third her sister and the fourth her brother-in-law respectively;



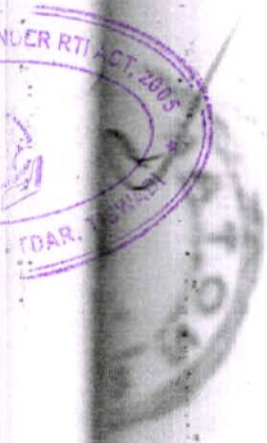
56

- 25 -

(h) The said Alfredo Gerson died bachelor on 20.6.1962 leaving behind as his heirs the said Gustavo Joao (father of the VENDORS), Anita Florinda as a widow and Anita's children and their respective spouses being:

- (1) Angela do Rosario Goes Pinto Rodrigues e Souza and her husband Dr. Matias Adriano de Souza;
- (2) Francisco Xavier de Goes Pinto Rodrigues and his wife Emerciana Mascarenhas e Rodrigues;
- (3) Armando Rosario de Goes Pinto Rodrigues and his wife Yolanda Costa Souza Rodrigues;

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 A stylized signature on the left, and a set of initials 'R' and 'K' with a horizontal line and a flourish below them on the right.



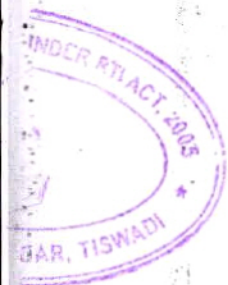
- 26 -

(4) Alexandre Justino de Goes Pinto
Rodrigues and his wife Maria Cristalina
Amelia Fernandes Rodrigues; and

(5) Arnaldo Filomeno de Goes Pinto
Rodrigues, and his step-brother the
said Jose Maria Tamaturgo de Souza
Pinto and his wife Maria Alba Belinda
Veronica Dias e Pinto;

(i) The said Jose Maria Tamaturgo and wife by
Deed of Relinquishment dated 16.5.1966, exe-
cuted before Notary Fernando Jorge Colaco at
Panjim, relinquished in terms of Article 2029
of Portuguese Civil Code, still in force in
this State, all their rights of inheritance to
the estate left behind by said Alfredo Gerson
in favour of other co-heirs to the estate;

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58

- 27 -

(j) The said Anita Florinda and her children with their respective spouses subsequently renounced for all legal effects, in terms of Article 2034 of Portuguese Civil Code, still in force in this State, all their rights of inheritance to the estate left behind by said Maria Carolina Floripes Pinto and Alfredo Gerson in favour of other co-heirs and such renouncement was confirmed by the Court of Civil Judge, Senior Division at Panjim under a memorandum drawn and signed by the Hon'ble Judge Gustavo Filipe Couto on 22.4.1968 and as a result of this renouncement the only heirs to succeed to the estate of Maria Carolina F. Pinto, are Alfredo Gerson Santana de Goes Pinto having expired as a bachelor, and her step brother the said Jose Maria

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59

Tamaturgo and the said Gustavo Joao Floriano Pinto (father of the VENDORS);

(k) In the premises aforesaid the said Gustavo Joao Floriano Pinto, father of the VENDORS, acquired exclusive ownership of the 11th parcel of CURLIAVAINGUINIM being the said immovable property hereinbefore mentioned and described in the Schedule I hereto;

(l) The said Gustavo Joao Floriano Pinto by Deed of Gift dated 31.3.1970, registered in the Office of the Sub Registrar of Tiswadi under No. 221 at pages 331 to 338 of Book No. 1 Vol. 45, gifted, inter alia, the said immovable property i.e. the 11th parcel of the larger immovable property CURLIAVAINGUINIM to

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60

- 29 -

the VENDORS being his only surviving children to have and to hold the same unto themselves in equal shares;

(2) that in the premises aforesaid the VENDORS are the only and absolute owners of the said plot of land and they are in exclusive possession thereof;

(3) that the said immovable property is free from agricultural tenancy or other encumbrances whatsoever and that the same is not affected by any acquisition or requisition proceedings;

(4) that the DEVELOPER has already completed the development, being subdivision of

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61

- 30 -

said plots of land and construction of internal tar roads and water drains and final NOC in respect of such development/subdivision has been obtained from the Central Planning and Development Authority vide Certificate bearing No. PDA/T/8555/2373/91 dated 15.11.1991 and from the Village Panchayat of Taleigao vide Certificate No. VPT/TL6/90/91-92 dated 28.11.1991;

AND WHEREAS the PURCHASERS have inspected the following documents of title of the VENDORS to the full satisfaction of the PURCHASERS prior to the execution of this Deed of Sale.

- i) Inventory proceedings no.802/1902 instituted by Augusto B.C.Pinto on the death

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- 31 -

of Gustavo Joao Floriano Pinto.

- ii) Inventory proceeding on the death of Angelica Maria Assunta Eloisa de Goes Pinto by Augusto B.C.Pinto;
- iii) Inventory proceedings held on the death of Augusto Bartolomeu Crescencio Pinto;
- iv) Deed of declaration and succession executed on 23.12.1969 by Gustavo Joao Floriano Pinto.
- v) Deed of gift dated 31.3.1970 executed by Gustavo Floriano Pinto in favour of his children being the VENDORS.
- vi) Certificate of Taluka revenue office dated 9.5.1991 certifying that the said immov-

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- 32 -

69

able property is inscribed in the name of Augusto B.C.Pinto under matriz no.270;

vii) Index of lands prepared under the provisions of the Land Revenue Code,1968 pursuant to order in D.C.no.454/Taleigao/Tiswadi.

viii) Nil encumbrance certificates dated 29.10.1991 and 10.2.1992.

ix) Deed of renunciation dated 16.5.1966 of Jose Tamaturgo de Souza e Pinto and his wife Maria Alba Belinda Veronica Dias e Pinto.

x) Deed dated 22.4.1968 whereunder Anita Florinda, her children and their respective spouses renounced their rights of inheritance to the estate left behind by Maria Carolina Floripes Pinto and Alfredo Gerson.



- 33 -

- xi) Portuguese cadastral survey plan of the property bearing cadastral survey no.786 and new survey plan of survey no.247 of village Taleigao.
- xii) Sanad issued by the Dy.Collector and Sub-Div.Officer,Panaji relating to survey no.247 of village Taleigao.
- xiii) Approval plan of the said property with its final N.O.C 's and relevant order issued by Panjim Planning & Development Authority, Panaji, Goa and all other papers relating to the approval of the said property.
- xiv) Relevant agreements entered by and between the VENDORS and Shri. Joe Mathias.



- 34 -

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And the Final NOC bearing No. PDA/T/8555/2373/91 dated 15.11.1991 from Central Planning Development Authority Panaji in respect of the said property.

AND WHEREAS

- (1) In terms of the said agreement the VENDORS were entitled to reserve unto themselves some of the subdivided plots with a right of first preference to select the plots for such reservation;
- (2) The VENDORS hereby declare that the said subdivided Plot No. B-6 is not included in the plots selected/reserved by them in furtherance of the right of first preference to select plots reserved unto them by clause 13 of the said agreement for sale dated

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- 35 -

10.11.1987;

AND WHEREAS upon aforesaid representation made by the DEVELOPER, whereunder the DEVELOPER agreed to sell by the VENDORS unto the PURCHASERS of subdivided Plot B-6, shown delineated in red colour in the said Plan II hereto annexed and better described in the Schedule IV hereunder written (hereinafter referred to as "said sub- divided Plot B-6 ") at or for a consideration price of Rs. 7,49,800/- (Rupees Seven Lakhs Forty Nine Thousand Eight Hundred Only) being the market value thereof to be paid by the PURCHASERS to the DEVELOPER.



62

- 36 -

AND WHEREAS the PURCHASERS have already effected payment to the DEVELOPER of the sum of Rs. 7,49,800/- (Rupees Seven Lakhs Forty Nine Thousand Eight Hundred Only) prior to the execution of this Deed of Sale, receipt whereof the DEVELOPER hereby admits and acknowledges.

AND WHEREAS the VENDORS have already received from the DEVELOPER the consideration corresponding to the area of said subdivided Plot B-6 at the rate agreed upon between them and the DEVELOPER under the said agreement;

NOW THEREFORE THIS DEED WITNESSETH and it is hereby agreed upon by and between the parties hereto as follows:-

[Handwritten signatures and initials]



68

- 37 -

1. That in consideration of the sum of Rs. 7,49,800/- (Rupees Seven Lakhs Forty Nine Thousand Eight Hundred Only) paid by the PURCHASERS to the DEVELOPER which sum is the entire consideration price of Rs. 7,49,800/- (Rupees Seven Lakhs Forty Nine Thousand Eight Hundred Only) agreed upon and being the market value of the said subdivided Plot B-6 being hereby sold (receipt whereof the DEVELOPER hereby admits and acknowledges and of and from payment of the same and every part thereof forever acquits, releases and discharges the PURCHASERS) 70% whereof represents the cost of land and development expenses such as construction of roads, drainages, supply of water and electricity connections and 30% whereof

69

- 38 -

represents the cost of amenities being the recreational centre comprising a health club, swimming pool, tennis court, a club house, jogging track and a mini gymnasium, and out of which a sum of Rs. 50,937.50 (Rupees Fifty Thousand Nine Hundred Thirty Seven and paise Fifty Only) represents amount received by the VENDOR No.1 MR. AGNELO JOSE AUGUSTO PINTO towards his 1/4th undivided share in said Plot No. B-6 through the DEVELOPER ; and a sum of Rs. 50,937.50 (Rupees Fifty Thousand Nine Hundred Thirty Seven and paise Fifty Only) represents amount received by VENDOR No.2 MR.CARLOS ALVITO GUSTAVO PINTO towards his 1/4th undivided share in the said subdivided Plot B-6 through the DEVELOPER; and a sum of Rs. 50,937.50 (Rupees Fifty

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- 39 -

Thousand Nine Hundred Thirty Seven and paise Fifty Only) represents amount received by VENDOR No.3 MS. LUISA AUGUSTA PINTO towards her 1/4th undivided share in the said subdivided Plot No. B-6 through the DEVELOPER ; and Rs. 25,468.75 (Rupees Twenty Five Thousand Four Hundred Sixty Eight and paise Seventy Five Only) represents amount received by the VENDOR No.4 MRS. SYLVIA FRANCISCA PINTO VAZ e LIMA, towards her 1/8th undivided share in the said subdivided Plot No. B-6 through the DEVELOPER; and a sum of Rs. 12,734.37 (Rupees Twelve Thousand Seven Hundred Thirty Four and paise Thirty Seven Only) represents amount received by VENDOR No.5 MR. ANGELO CAETANO FRANCISCO VAZ e LIMA towards his 1/16th undivided share in the said subdi-

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- 40 -

vided Plot No. B-6 through the DEVELOPER ; and
 a sum of Rs. 12,734.37 (Rupees Twelve Thousand
 Seven Hundred Thirty Four and paise Thirty
 Seven Only) represents amount received by
 VENDOR No.6 MS. JUVENILLA RUELLA VAZ e LIMA
 towards her 1/16th undivided share in the said
 subdivided Plot No. B-6 through the DEVELOPER;
 they the VENDORS, having so been required to
 do by the DEVELOPER, hereby, jointly and
 severally, do and doth grant, convey, trans-
 fer, assure and assign the said subdivided
 Plot B-6, admeasuring 326:00 square
metres, described in Schedule IV hereunder
 written , the said subdivided Plot B-6 being
 part and parcel of the said immovable property
 described in Schedule I hereunder written
 unto the PURCHASERS by way of sale free

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22

- 41 -

from all encumbrances and defects in title and TOGETHER WITH all the hereditaments, easements, premises, attachments and appurtenances thereto and all and singular the areas, sewers, drains, ditches, plants, shrubs, water courses, lights, liberties, privileges, easements, rights, members, attachments and appurtenances whatsoever to the said plot of land or ground, hereditaments and premises or any part thereof belonging or in anywise appertaining or with the said Plot B-6 or any part thereof now or at any time heretofore usually held used, occupied, possessed or enjoyed or reputed to be or known as part or member thereof and to belong or be appurtenant thereto AND ALL THE ESTATE, right, title, interest, ownership, posses-

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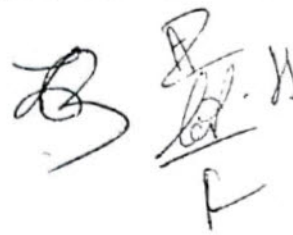


27

- 42 -

sion, claim and demand whatsoever at law and in equity hitherto held owned, possessed and enjoyed by the VENDORS in, to, out of or upon the said plot of land, hereditaments and premises or any part thereof TO HAVE AND TO HOLD all and singular the said subdivided Plot B-6 and hereditaments and premises hereby conveyed or intended or expressed so to be with their and every of their rights, members and appurtenances (all which are hereinafter called "the said premises") UNTO AND TO THE USE AND BENEFIT of the PURCHASERS forever.

2. The VENDORS have put the PURCHASERS in possession of said subdivided Plot B-6 today and the VENDORS and the DEVELOPER to the extent he has competence to do so hereby,

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A circular stamp with some illegible text and a central emblem.

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jointly and severally, for themselves and their heirs, executors and administrators ... covenant with, assure and declare unto the PURCHASERS, their heirs, legal representatives, administrators, executors and/or assigns :

(a) THAT not withstanding any act, deed, matter or thing whatsoever by the VENDORS or their predecessors-in-title to the said property or by any person or persons claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, they the VENDORS now, whilst executing this deed, have in themselves good right, full power and absolute authority to transfer and

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ad. H
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- 44 -

assure the said premises unto and to the use and benefit of the PURCHASERS in the manner hereby done;

(b) AND THAT the said subdivided Plot B-6 is free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDORS well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, title, charges and encumbrances whatsoever had, made, executed, occasioned or suffered by the VENDORS or their predecessors-in-title to the said Plot B-6 or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them;

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(c) AND THAT they, the VENDORS, have not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof they are prevented from conveying, transferring and assuring the said subdivided Plot B-6 in the manner hereby done or whereby or by reason or means whereof the same or any part thereof are, is, can, shall or may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever;

(d) THAT it shall be lawful for the PURCHASERS, their heirs, legal representatives, administrators, executors, and/or

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- 46 -

assigns from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said subdivided Plot B-6 and every part thereof hereby conveyed, transferred and assured with their appurtenances and receive the issues and profits thereof and of every part thereof for their own use and benefit without any suit, lawful eviction, interruption, claim and/or demand whatsoever from or by the VENDORS or their heirs or any of them or from or by any person claiming or to claim by, from, under or in trust for them or any of them;

(e) AND THAT land revenue charges due in respect of the said plots and every part

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thereof upto date and the development charges thereof payable in respect of the development of said plots as assessed by CPDA/PPDA have been paid in full upto date and that in the event of any land revenue charges or charges towards development of said plots being found to have remained in arrears or unpaid the same shall be paid by the DEVELOPER directly to the authorities concerned. The DEVELOPER shall keep the PURCHASERS fully indemnified against any claims or demands towards such charges;

(f) AND THAT the said subdivided Plot B-6 premises possession whereof has been delivered to the PURCHASERS this day, is of complete and absolute ownership of the VENDORS and is

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- 48 -

not subject to any tenancy or other rights of whatsoever nature, easements or rights in the nature of easements or other encumbrances whatsoever;

(g) AND THAT the VENDORS and the DEVELOPER, if necessary, and such other persons, if any, having or claiming any estate, right, title or interest in the said property or their heirs or any of them shall and will from time to time and at all times hereafter at the request of the PURCHASERS sign such documents or papers and/or do and execute or cause to be done and executed by others aforesaid all such further and other lawful, acts, deeds, things, matters, conveyances and assurances in law whatsoever as the PURCHASERS or their heirs, legal representatives, administrators, execu-

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tors and/or assigns may from time to time require them to do for the purpose of perfecting PURCHASERS's title to the said subdivided Plot B-6 and for the purpose of having the ownership and possession thereof recorded in the name of the PURCHASERS or of their heirs, legal representatives, administrators, executors and/or assigns in all Government records including records maintained at the Land Registration Office, Land Revenue Office and/or office of the Record of Rights;

(h) AND FURTHERMORE THAT if the PURCHASERS suffer any loss or incur any expenses by reason of any defect in the title of the VENDORS to the said subdivided Plot B-6 or any part thereof or by reason of breach by the

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VENDORS of the covenants hereinbefore con-
 tained or by reason of any misrepresentation
 herein made by the VENDORS, then and in such
 event the VENDORS and/or their heirs, execu-
 tors, and administrators shall and will indem-
 nify the PURCHASERS, their heirs, legal repre-
 sentatives, administrators, executors and/or
 assignee(s) as the case may be, against all
 such loss or expenses including loss suffered
 by reason of loss of enjoyment of or of pro-
 prietary interest in the said subdivided Plot
 B-6 or any part(s) thereof and loss or ex-
 penses suffered/incurred by reason of being
 subjected to any legal proceedings to protect
 the property hereunder purchased and/or its
 title thereto.

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3. It is further specifically understood between the parties hereto that the roads, water drains, open spaces, in the said plots of land shown in the plan I annexed hereto and permitted to be as such by the CPDA/ PPDA shall be for the common use and benefit of all the owners of the individual subdivided plots of land in the said property and that the same shall constitute easements for the common use and benefit of all the owners of the subdivided plots in the said property described in Schedule II hereunder written. The PURCHASERS shall not interfere in any manner whatsoever with the possession of the VENDORS in respect of Plot "B" shown in plan I annexed hereto.

4. The said subdivided Plot B-6 described in Schedule IV shall by itself form and be a

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separate and distinct property for all purposes.

5. The DEVELOPER shall cause a society to be formed and registered and the PURCHASERS like all other purchasers of such subdivided plots shall render all necessary assistance and co-operation to the DEVELOPER and do and execute all such acts and deeds as may be necessary to secure the formation/registration of such society.

The DEVELOPER shall provide for the benefit and enjoyment of owners of all residential plots in the said plots of land a Recreational Centre consisting of a Club House, with a swimming pool, tennis court, jogging track, mini gymnasium, to be located in the property



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- 53 -

surveyed under nos.247(part), 249 and 250 of said village Taleigao.

6. The said subdivision roads, drains and open spaces comprised in said plots, "A" and "C" shown in plan I hereto annexed shall constitute easements for the benefit and enjoyment of owners of all the subdivided plots comprised in the said plots of land.

The portions of the said plots of land used for such common amenities like Recreation Centre, roads, drains, water tanks, open spaces etc., shall be conveyed to the society to be formed of the purchasers of the said subdivided plots.

7. The Recreational Centre shall be managed by a Governing Body made up of some of



- 54 -

the owners of subdivided plots comprised in the said plots of land whom the DEVELOPER shall appoint as members of such body to begin with for the first term and for the subsequent terms the body shall be made up of members to be elected as per rules, regulations and by-laws that may be framed by the Society to be constituted by all the owners of subdivided plots, including the PURCHASERS, comprised in survey nos. 247(PART), 249 and 250 of said village Taleigao developed by the DEVELOPER, as members thereof.

8. The PURCHASERS shall automatically acquire membership of the Recreational Centre and shall have to contribute towards maintenance of the same at such rates as may be

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determined by the DEVELOPER for the time being and subsequently as may be determined by the Governing Body.

9. The PURCHASERS shall, if and when elected or nominated or called upon to become members of such Governing Body which may be formed by the DEVELOPER for the management and maintenance of the Recreational Centre become such members and sign all sorts of forms and applications and/or declarations required to be signed for the purpose of enabling the DEVELOPER to constitute and/or form such body.

10. It is understood that the said subdivided Plot B-6 is being purchased for construction of a residential bungalow thereon. The PURCHASERS shall award the contract for

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construction of the building on the said subdivided Plot B-6 to the DEVELOPER or DEVELOPER'S nominee.

11. The VENDORS shall not be in any way held liable to the PURCHASERS if the PURCHASERS suffer any loss on account of non-observance of the provisions of the Town and Country Planning Act, 1974 and the rules made thereunder or any other regulations, statutes or laws or other restrictions governing development.

12. The cost of stamp duty and of registration of this deed has been borne exclusively by the PURCHASERS. This deed shall be presented for registration under the provi-

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- 57 -

sions of the Indian Registration Act, 1908 and the VENDORS and the DEVELOPER shall appear before the registering authority and comply with all the formalities and requirements of law applicable so as to enable the registering authority complete registration of the deed.

SCHEDULE I

ALL THAT eleventh parcel of the larger immovable property known as UMA ADICAO DO PALMAR CURLIAVANGUINIM COM E SEU OITEIRO E FRALDA DE PALMEIRAS, situate at Curliavanguinim Taleigao, within the Panchayat limits of Village Panchayat of Taleigao, in the subdistrict of Tiswadi (Ilhas) of the District of North Goa in the State of Goa, not registered in the Land Registration Office but enrolled in the Taluka Land Revenue Office under matriz no. 270 and surveyed during the erstwhile Portuguese Government's regime under cadastral survey under no. 786 and presently under survey no. 247, admeasuring 57199 square metres as per Portuguese Cadastral survey and as per present Record of Rights 55400 square metres. The said immovable property is shown

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delineated in RED colour in the said plan I hereto annexed and is bounded as follows:

as per records of Taluka revenue office and of inventario proceedings hereinbefore referred to:

on the EAST : by the hill of heirs of Emiliana Visitacao Gonsalves or Emilia Visitacao Gonsalves e Pinto; (sy.no.246).

on the WEST : by the property of Luis Capistrano de Conceicao Viegas or Francisco Soares; (sy.no.250 and 249(part)).

on the NORTH : by the hill of Comunidade of Taleigao or Maulinguem and aforamento of Daniel Ferreira; (sy.no.249(part) and 248).

on the SOUTH : by the River Zuari;

as per Portuguese cadastral survey records:

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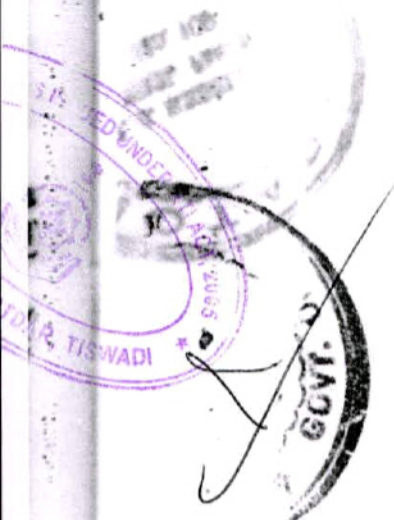
- 59 -

- on the EAST : by property of Pascoal A. Pinto and partly by River Zuari;
- on the WEST : by properties of Liz Capistrano da Conceicao Viegas, Daniel Ferreira Pestana and Maria Claudina Lucinda Viegas;
- on the NORTH : by properties of Liz Capistrano Conceicao Viegas, Daniel Ferreira Pestana, Maria Claudina Lucinda Viegas and Pascoal A. Pinto;
- on the SOUTH : by River Zuari.

SCHEDULE II
Description of said plots of land

1. Plot A

ALL THAT piece or parcel of land and property, admeasuring 27000 square metres, surveyed under no. 247/1(part), shown hatched in green



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colour in the Plan I hereto annexed and therein marked Plot A, being a part of the said immovable property described in Schedule I hereinabove written. The said plot of land is bounded as follows:

on the East : sy. no. 246 of village Taleigao;

on the West : partly by sy.no. 250 of village Taleigao and partly by sy.no.249 of said village;

on the North : sy. nos. 250, 249, 248 ;

on the South : by Plot C and partly by Plot B hereinbefore described being parts of sy. no. 247.

2. Plot C

ALL THAT piece or parcel of land and property, admeasuring 6670 square metres, surveyed under no. 247/1(part), shown hatched in green colour in the Plan I hereto annexed and thereon marked Plot C, being a part of the said immovable property described in Schedule I hereinabove written. The said plot of land is bounded as follows:

on the East : by Plot A hereinbefore described;

on the West : sy. no. 250;

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- 61 -

on the North: Plot A described
hereinabove;

on the South: Plot B described
hereinabove;

SCHEDULE III

Amenities to be provided by DEVELOPER

- (1) A Recreational Centre comprising a health club, swimming pool, tennis court, a club house, jogging track and a mini gymnasium.
- (2) Network of subdivision tar roads with rain water drains built in laterite masonry ;and cemented.
- (3) Electrification of the said plots.
- (4) Water connection from Government mains.

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- 62 -

SCHEDULE IV

Description of Plot B-6 hereby agreed to be conveyed

ALL THAT piece or parcel of land, ground and property, admeasuring 326:00 square metres or thereabouts, allotted subdivision Plot No. B-6, comprised in a part of survey no. 247 of said village Taleigao and being a part of said immovable property described in Schedule I and more particularly of said plots of land described in Schedule II supra, shown delineated in red colour in the Plan II hereto annexed and bounded as follows:

on the East : by Plot No. B-5.
 on the West : by Plot No. B-7
 on the North : by 8 metre road
 on the South : by Plot C-6 &
 Plot C-5 (part)

IN WITNESS WHEREOF the parties hereto have hereunto signed this Deed on the day, month and year first hereinabove referred to in favour of the PURCHASERS - MR VIVEK KELKAR RAO and MRS. SONA VIVEK RAO.

P. Al. 11
[Signature]



- 63 -

SIGNED AND DELIVERED by the
within named VENDORS,

(1) AGNELO JOSE AUGUSTO
PINTO

Agnel. J. A. Pinto

(2) CARLOS ALVITO GUSTAVO
PINTO

Carlos A. G. Pinto,

(3) LUIZA AUGUSTA PINTO

Luiza Augusta P.

(4) SYLVIA FRANCISCA PINTO
VAZ E LIMA

Sylvia



as

(5) ANGELO FRANCISCO
CAETANO VAZ e LIMA
represented in this act
by his duly constituted
Attorney Mrs. Sylvia
Francisca Pinto Vaz
e Lima

Sylvia

(6) JUVENILLA RUELLA VAZ
e LIMA represented in
this act by her duly
constituted Attorney
Mrs. Sylvia Francisca
Pinto Vaz e Lima

Sylvia

SIGNED AND DELIVERED by the
withinnamed DEVELOPER,
JOE MATHIAS represented
herein by his attorney
Mr. Leonardo B. Soares

João



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- 65 -

In the presence of

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2. *Handwritten signature*



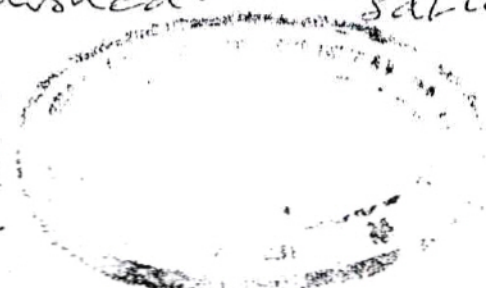
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I.T. CC No. 220 of 17/AUTY
1997/NO 197-98 dt 10/2/98
Issued by Asst. Commissioner
of Income Tax (INU.) Panaji.
Cop furnished

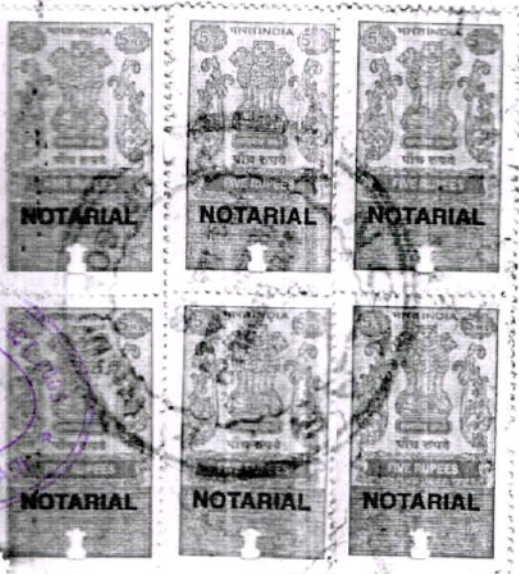
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Reello AOC. No. SIT/839/342/98 dt
furnished. Sd/- S. Rebello
2/5/98

Registered No. ~~339~~
at pan ~~600~~
Bcc I ~~600~~
Date ~~15/2/98~~
Sub-Registrar



Note of Return :- This document
will be returned on 12/2/98 7/5/98
Reello



TRUE COPY
Reg. No. 11365/17 dated 15/07/17

Reello
J.S. REBELLO
NOTARY
PANAJI
STATE OF GOA (INDIA)

NOTARIAL UNDER NO. 11365/17
MLA/DAR, TISWASAR

1) Mr. Agnelo Jose Augusto Pinto
do Gustavo Joao Floriano Pinto,
major of age, bachelor, land-
lord, do St. Cruz.

2) Mr. Sylvia Francisca Pinto
viz e lirma do Gustavo Joao
Floriano Pinto, major of age,
do Mapusa.

3) Ms. Luiza Augusta Pinto,
do Gustavo Joao Floriano
Pinto, major of age, spins-
ler, do St. Cruz.

~~Executing parties~~

execution of the so called
scale

1 Agnelo J. A. Pinto

2 Silvia

3 Luiza Augusto Pinto

Beelto

20/3/97

TRUE COPY

[Signature]

NO. 11
IN 1998
MAY 1998

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UNDER KIVAS 405
CATDAR, TISWADI

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Serial No. 1344 Place of Vendor, Panaji Date 20/11/2011
 Value of Stamp Paper _____
 Name of Purchaser Mattias Construction Pvt. Ltd. 03AA 033798
 Resident _____ Name of Father _____
 Purpose _____ Transacting Parties _____

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 Sign of Stamp Vendor Mangala K. Karparker
 License No. ADUSTPVEN/147199

Sign of Purchaser

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding is executed on this 21st day of January 2011 at Panaji, Goa.

BETWEEN

MRS. KSHAMATA DESSAI, daughter of late Caetano Gomes, and granddaughter of late Clotildes Fernandes, major of age, married, Indian National, housewife and her husband MR. VINAYAK DESSAI, son of Chandrakant Dessai, major of age, both Indian nationals and both residing at House No. 408/B, Near NIO Post office, Dona Paula, Ilhas-Goa hereinafter called "THE FIRST PARTY" (which expression shall mean and include unless repugnant to the context their heirs, executors, administrators and assigns).

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AND

M/S. MATHIAS CONSTRUCTION PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its registered office at 502, Mathias Plaza, 18th June Road, Panaji-Goa, hereinafter referred to as "**THE SECOND PARTY**" (which expression shall mean and include unless repugnant to the context its heirs, successors, assigns, executors and legal representatives, administrators and assigns) represented herein by its Managing Director, **MR. JOE MATHIAS**, son of late Marcelino Mathias, 61 years of age, married, Indian National, businessman, residing at Altinho, Panaji-Goa.

AND WHEREAS there exists a property bearing Survey No. 254/1 at Dona Paula, Taliegao, Goa admeasuring approx. 7125m² together with three houses namely, 1 large house and 2 smaller houses belonging to late Mrs. Clotildes Fernandes who expired on 29.05.2010 leaving behind the following heirs.

1. Mr. Albert Gomes, grand-son of the deceased Clotildes Fernandes and his wife Mrs. Nirmala Gomes.
2. Mrs. Kshaniata Dessai, grand-daughter of the said deceased Clotildes Fernandes and her husband Mr. Vinayak Dessai.
3. Mrs. Sukanti Sebastian Gomes, widow of late Sebastian Gomes who was the grand-son of the deceased Clotildes Fernandes and her family.



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4. Mrs. Dinamati Andre Gomes, widow of late Andre Gomes who was the grand-son of the said deceased Clotildes Fernandes and her family.

AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Sukanti Sebastian Gomes and her children as well as that of (3) Mrs. Dinamati Andre Gomes and her children in this property who are not parties to this Memorandum Of Understanding and will enter into a separate Memorandum Of Understanding with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Memorandum of Understanding agrees and ensures to sufficiently indemnify the Party of the First Part as against any such claim of the said (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Sukanti Sebastian Gomes and her children as well as that of (3) Mrs. Dinamati Andre Gomes and her children.

AND WHEREAS the said property belonged to the estate of late Andre Andrade, wherein the late Mrs. Clotildes Fernandes, the daughter-in-law of late Andre Andrade had 4/5th right to his estate.

AND WHEREAS there was an inventory proceedings No. 993/40/A (old) which was proceeding in the Court of the Civil Judge at Panaji, Goa, and thereafter transferred to the Court of the Civil Judge at Mapusa, Goa bearing New No. 310/04/B.



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AND WHEREAS thereafter the inventory proceedings proceeded as there were some co-shares who were not agreeing for an amicable solution and could not be settled and proceeded for licitation and therein the entire property and the 3 houses, described in Schedule I mentioned here below came to be allotted to late Mrs. Clotildes Fernandes and one Mrs. Vijaya Satardekar in the Auction and Chart of Allotment bearing item No. 85-A for Rs. 22,96,852/- which was confirmed vide final Order dated 18.08.2006.

AND WHEREAS the late Mrs. Clotildes Fernandes, had 90% share in the property and the 3 houses and the interested party namely, Mrs. Vijaya Satardekar has 10% share in the said property and the 3 houses by virtue of an Agreement signed by her with Mrs. Clotildes Fernandes.

AND WHEREAS the property bearing Survey No. 254/1 was under acquisition proceedings dated 12.08.1997 by the Tourism Dept. of the Government of Goa for rehabilitation of hawkers at the Dona Paula jetty and for providing parking facilities.

AND WHEREAS the Government had issued a Notification u/s 4 of the Land Acquisition Act for acquiring the property on 04.09.1997 and thereafter issued another Notification u/s 6 of the said Act and in the said Notification, emergency provisions of Section 17 (4) of the said Act came to be invoked for acquiring the land, whereby a notice dated 17.02.1998 was issued by the Dy. Collector to the late Mrs. Clotildes Fernandes, for



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acquisition of the above land and possession was taken on 20.02.1998.

AND WHEREAS the Government of Goa through the Dy. Collector's Office, North Goa District, Panaji, Goa passed an award 28.05.2009 in Case No. 5/19/LAO-REV/TRSM/97 for acquisition of the property bearing survey No. 254/1 together with 3 houses therein for parking facilities and rehabilitation of stalls with details of apportionment of compensation to be paid by the Government to the late Mrs. Clotildes Fernandes, and others. However, till date, the Government has not undertaken the development works for the purpose of which the land was acquired for nor paid compensation.

AND WHEREAS since the Government has not used the property for the intended purpose, the Second Party has proposed to the First Party that the Government is likely to release the property from the acquisition proceedings, the First Party had filed a Writ Petition before the High Court against the acquisition proceedings and the High Court has passed an order directing the parties to maintain 'status quo' and in such an event, the First Party has agreed to sell to the Second Party, their share in the property with the 3 houses mentioned in Schedule I herein below, for a total consideration of Rs. 3,00,00,000/- (Rupees Three Crores Only).

AND WHEREAS the Second Party has also agreed to offer to the First Party, one (1) apartment of 2 bedrooms each admeasuring approximately 100m² of built-up area on the first floor of a building to be constructed in the said



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property mentioned in **Schedule I** with specifications as mentioned in **Schedule III** here-below.

AND WHEREAS the Second Party shall apply for the development permissions for the construction of the building from the concerned authorities within 180 days from the date of the release of the said property by the Government and the second Party will start the construction works within a reasonable time there from.

AND WHEREAS the Second Party undertakes to specifically allot to the Party of the First Part flat/ built-up area by way of a plan and letter of allotment indicating the number of the flat within a period of 120 days from the date the Second Party applies for the development permissions for the construction of the building from the concerned authorities.

AND WHEREAS the Second Party undertakes to be solely responsible to apply and obtain all such Licenses/ Permissions/ Sanad Certificates/ No-Objection Certificates/ Occupancy Certificates necessary as well as any fees, levy, charges payable and expenses incurred and as may be required from time to time for the development of the property.

AND WHEREAS the Second Party shall hand over possession with occupancy certificate of the said 2 bedroom apartments on the first floor to the First party within 2 years from the date of obtaining the permissions/licenses. However, the Second Party shall be entitled to reasonable extension of time of a maximum



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period of 6 months for giving delivery of the apartments on the aforesaid date and for making payments of the consideration amounts as mentioned in **Schedule II** hereunder, if the completion of the apartments or any payment is delayed on account of:

- i) War, armed rebellion or natural calamity due to which construction work could not be undertaken.
- ii) Any notice, order, rule, notification of the Government and/or any other public or competent Authority and/or any judicial Authority.
- iii) Non-availability of steel, cement, other building material and non availability/delay on the part of the Government Department in releasing water and electricity supply.

AND WHEREAS the Parties of the First Part shall continue to hold rights in the nature of lien over the said property until the complete payment is made as specified in terms of **Schedule II** or handing over of the apartment hereunder, whichever is later.

AND WHEREAS the Party of the Second Part shall be entitled to undertake construction activity in the said property. However the Party of the Second part undertakes not to create any third party rights detrimental to the rights of the First Party in contravention of this Memorandum Of Understanding.



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AND WHEREAS there is a lease holder, namely, M/s Gomantak Land Development Pvt. Ltd. (Gidade de Goa) in the larger house and the Second Party herein shall be solely and entirely responsible to settle any claim or dispute that may arise with the said lease holder in the property mentioned in **Schedule I**. Similarly, all such claims/ expenditures involved and/or compensation amounts to be paid in order to settle the lease holder will be the sole responsibility of the Second Party with no liability whatsoever to the First Party.

AND WHEREAS the Party of the First Part assures the Second Party that they have not created any third party rights to the said property. The Party of the Second Party assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the First Part.

AND WHEREAS the First & Second Parties after agreeing with the above terms and conditions have decided to enter into this Memorandum Of Understanding.

AND WHEREAS the late Clotildes Fernandes, had earlier signed an Agreement for Sale dated 22.03.2010 with M/s. Mathias Construction Pvt. Ltd., the Second Party herein in respect of the property and 3 houses mentioned in Schedule I here below.

AND WHEREAS on signing of the Agreement for Sale dated 22.03.2010, the Second Party herein had paid to late Mrs. Clotildes Fernandes, an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) in terms of the



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Memorandum Of Understanding signed between them. It is hereby agreed that the party of the Second Part has already paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the late Clotilde Fernandes and as such the 1/4th part of the aforesaid payment amount to Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) each shall be deducted from the amounts payable unto the First Party, and as such the balance amount of consideration of Rs. 2,97,50,000/- (Rupees Two Crores Ninty Seven Lakhs Fifty Thousand Only) will be paid as under to the First Party.

AND WHEREAS not withstanding anything contained in the said Memorandum Of Understanding dated 22.03.2010 and in supersission thereof, the parties hereto enter and execute the present agreement upon the terms and stipulations stated herein.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

- 1) That as and when the property bearing Survey No. 254/1 with 3 houses, namely, 1 large house and 2 smaller houses therein are released from acquisition proceedings by the Tourism Dept. of the Government of Goa than the First Party will convey/ transfer their share/rights to the Second Party and the Second Party shall pay to the First Party in lieu of their respective shares in the above property and 3 houses located therein in consideration of a sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) to each of them, as also One apartment of 2 bedrooms, to be

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given to the parties herein, admeasuring approximately 100 m² built-up area, as mentioned in Schedule II hereunder written upon terms and conditions stated herein.

- 2) The First Party agrees to transfer/ convey in favour of the Second party their entire share/rights in the property together with the 3 houses, mentioned in Schedule I herebelow, upon payment of the entire consideration amount and upon receiving the possession of apartment mentioned in Clause 1 above. The Cost of transfer of their share in the said property and the 3 houses such as, stamp duty and the registration fees shall be borne by the Second Party/his nominees.
- 3) The Second Party herein has agreed that it shall be solely and entirely responsible to settle any claim/ dispute with the lease holder, namely, M/s. Gomantak Land Development Pvt. Ltd. (Cidade-de-Goa) in the larger house and the property mentioned in Schedule I and the expenditure involved and compensation amounts to be paid in order to settle the lease holder will also be the sole and entire responsibility of the Second Party with no liability whatsoever to the First Party.
- 4) The Party of the First Part assures the Second Party that they have not created any third party rights in the said property. The Parties of the First and Second Parties assume no liability whatsoever and shall remain indemnified of any such claim or



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demand as may be raised by any third party claiming through/ by the Party of the First Part.

- 5) The Parties hereto undertake that property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein, shall continue to remain in common enjoyment of the First Party and that the possession. The party of the second part shall execute a separate agreement in respect of the house with First Party.
- 6) The Party of the Second Part undertakes to transfer/ convey the property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein to the First Party whenever called upon.
- 7) That time is the essence of this Memorandum of understanding that this MOU shall be subject to the realization of the cheque payment made.
- 8) The parties hereto shall have the right to specific performance of this Agreement.



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SCHEDULE-I**(Schedule of property and three houses)**

Property and 3 houses, namely, 1 large house and 2 smaller houses situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa under Survey No. 254/1 having an approximate area of 7125 sq. mts. of which land registration number is Nil and the Matriz No. is Nil and bounded as under:

On the North: by survey No. 255/0;

On the South: by plot bearing Chalta No. 1 of P. T. Sheet No. 185;

On the East: by public road and

On the West: by plot bearing Chalta No. 22 of P. T. Sheet 175;

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SCHEDULE-II
[TERMS OF PAYMENT TO BE MADE TO THE FIRST PARTY]

Balance amount to be paid as under:

SR. NO.	DATE	PARTICULARS	AMOUNT
1.	21.1.2011	On signing of the MOU	Rs. 1,00,000/-
2.		Within 30 days from the date of publication of Notification for Release of the property by the Government.	Rs. 10,00,000/-
3.		Within 3 months upon obtaining sanad/ Construction Permissions/Licenses from all the authorities or upon Commencement of construction work which ever is earlier.	Rs. 10,00,000/-
4.		Within a period of 6 months after payment of amount mentioned in Serial No. 3 above	Rs. 50,00,000/-
5.		Within a period of 6 months after payment of amount mentioned in Serial No. 4 above	Rs. 50,00,000/-
6.		Within a period of 6 months after payment of amount mentioned in Serial No. 5 above	Rs. 50,00,000/-
7.		Within a period of 6 months after payment of amount mentioned in Serial No. 6 above	Rs. 50,00,000/-

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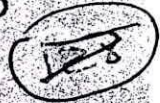
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8.		Within a period of 6 months after payment of amount mentioned in Serial No. 7 above	Rs 50,00,000/-
9.		Within a period of 6 months after payment of amount mentioned in Serial No. 8 above	Rs. 26,50,000/-

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**SCHEDULE - III
(Specifications)**

STRUCTURE:

R.C.C. framed structure of columns, beams and slabs. The internal walls will be 4½" brick masonry. The external wall will be 8" brick/laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore Tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be laterite masonry, with plinth beams.

PLASTER:

External cement plaster will be of double coat sand face finish and internal cement plaster will be single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of 60 cms x 60 cms of vitrified tiles with identical skirting. The balcony flooring will be of identical tiles. The bathroom flooring with ceramic tiles and dado will be of coloured ceramic tiles up to the height of 8'. The staircase flooring will be of granite stone.

KITCHEN:

Kitchen - there will be provision for electricity and water connection. All the appliances and wooden cabinets etc. are not part of the contract. Provision of water supply/electrical point for washing machine/water purifier, hob/chimney.

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DOORS AND WINDOWS:

All door frames will be of first class Salwood of 4" x 2 1/2" size and the door shutters with flush doors with decorative veneer on both sides. Aluminium powder coated windows will be provided with 4 mm thick clear glass. All the internal doors are melamine polished.

SANITARY FITTINGS:

Toilets are of European type with wall mounted commode and each bathroom is provided with wash basin and shower. All Sanitary fittings are of white colour Hindustan make (Premium). All taps & hot and cold mixers (Single lever type) showers are of Jaquar make.

COVERED AND OPEN TERRACES:

The covered and open terraces will be finished with conventional water proofing treatment and ceramic tiles.

ELECTRIFICATION:

Concealed electrification with copper wiring with Anchor/Roma fittings fitted on walls with a guarantee period of 10 years. Every room will be provided with 3 light points, 1 fan point and 2 5AMP points and AC point. The kitchen will be provided with 2 15AMP points and all the bathrooms will be provided with geyser points or Hot water from Solar Panels. All the bedroom will be provided with Air-condition power plug points and all the balconies will have 1 light point. Provision for entrance door bell.

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17
~~17~~**PLUMBING:**

Concealed type with 'Kitec' and CPVC/PVC pipes from Flowguard 'Astral' or equivalent. All sewerage lines and rain water pipes will be of P. V. C. pipes, enclosed in service shafts, vertical pipelines shall be enclosed in service shafts.

WATER:

There will be an underground sump with a overhead tank built on top of the building to ensure uninterrupted water supply with pressure.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/weathershield or equivalent.

COMPOUND WALL:

There will be a common compound wall with a main gate surveillance for entire plot.

GENERAL:

The height of each floor shall be 3 mtrs.

GROUND/SOIL TREATMENT:

Qualified contractors shall treat the ground/soil for anti-termite/white ants.



246

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131

In witness whereof the parties hereto sign hereunder:

Signed and Delivered by
The Within named **FIRST PARTY**
MRS. KSHAMATA DESSAI

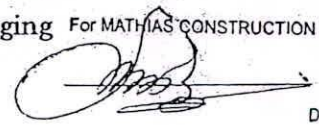


MR. VINAYAK DESSAI



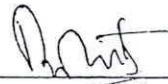
Signed and Delivered by
The Within named **SECOND PARTY**
M/S. MATHIAS CONSTRUCTION PVT. LTD.

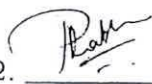
Represented herein by its Managing For **MATHIAS CONSTRUCTION PVT. LTD.**
Director **MR. JOE MATHIAS**



DIRECTOR

In the presence of:

1. 

2. 

TRUE COPY



Exhibit 8
161

ANNEXURE-R-4 *ok*



गोंय गोवा GOA



Serial No. 7349 Place of Vendor, Panaji, Date 20/11/11
Value of Stamp Paper _____
Name of Purchaser: Mattiah Construction Pvt. Ltd. 03AA 033803
Residence _____ Name of Father: _____
Purpose: _____ Transacting Parties: _____
Sign of Stamp Vendor: u
Mangala N. Karapnikar
License No. ACISTPIVEN/747/99
Sign of Purchaser: [Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding is executed on this 3rd day of February 2011 at Panaji, Goa.

BETWEEN

SMT. SUKANTI SEBASTIAN GOMES, wife of late **MR. SEBASTIAN GOMES** grand-son of late Clotilde Fernandes, major of age, widow, and her sons **MR. ASHWIN SEBASTIAN GOMES**, major of age, Bachelor, and **MR. SANDESH SEBASTIAN GOMES**, major of age, Bachelor, Indian Nationals all residing at House No. 312, Aivao of Caranzalem, Tiswadi Goa, hereinafter called **THE PARTIES OF THE FIRST PART** (which expression shall mean and include unless repugnant to the context theirs heirs, executors, administrators and assigns).

[Signature]
[Signature]
[Signature]

25/11/11
[Signature]

AND

M/S. MATHIAS CONSTRUCTION PVT. LTD, a company incorporated under the Indian Companies Act, 1956 having its registered office at 502, Mathias Plaza, 18th June Road, Panaji-Goa, hereinafter referred to as "**THE PARTY OF THE SECOND PART**" (which expression shall mean and include unless repugnant to the context its heirs, successors, assigns, executors and legal representatives, administrators and assigns) represented herein by its Managing Director, **MR. JOE MATHIAS**, son of late Marcelino Mathias, 62 years of age, married, Indian National, businessman, residing at Altinho, Panaji-Goa.



WHEREAS, the First Party is the wife of late **MR. SEBASTIAN GOMES** grand-son of late Clotildes Fernandes who expired on 29.05.2010 leaving behind the following heirs.

1. Mr. Albert Gomes, grand-son of the deceased Clotildes Fernandes and his wife Mrs. Nirmala Gomes.
2. Mrs. Kshamata Desai, grand-daughter of the said deceased Clotildes Fernandes and her husband Mr. Vinayak Dessai.
3. Mrs. Sukanti Sebastian Gomes, widow of late Sebastian Gomes who was the grand-son of the deceased Clotildes Fernandes and her family.
4. Mrs. Dinamati Andre Gomes, widow of late Andre Gomes who was the grand-son of the said deceased Clotildes Fernandes and her family.

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163

AND WHEREAS late Andre Andrade was the Owner of a large estate and upon his demise, his son Sebastiao Andrade and his wife Clotildes Fernandes enjoyed 4/5th right to the estate. Upon the demise of Sebastiao Andrade on 18.08.1962 his wife late Clotildes Fernandes inherited the above mentioned 4/5th right to the estate.

AND WHEREAS there was an inventory proceedings No. 993/40/A (old) which was proceeding in the Court of the Civil Judge at Panaji, Goa, and thereafter transferred to the Court of the Civil Judge at Mapusa, Goa, bearing New No. 310/04/B.



AND WHEREAS thereafter the inventory proceedings proceeded as there were some co-shares who were not agreeing for an amicable solution and could not be settled and proceeded for licitation and the estate was auctioned in the Inventory Proceeding 310/2004/B, for an amount of Rs.23,44,21,078/- (Rupees Twenty Three Crores Forty Four Lakhs Twenty One Thousand Seventy Eight Only) out of which, the share of late Clotildes Fernandes was Rs.18,75,36,862.40 (Rupees Eighteen Crores Seventy Five Lakhs Thirty Six Thousand Eight Hundred Sixty Two and Paise Forty Only) to be received by late Clotildes Fernandes from the Party of the Second Part.

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AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai

Stani

George Jones

(2) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children, in this property who are not parties to this agreement and will enter into a separate Agreement with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Agreement agrees and ensures to sufficiently indemnify the Parties of the First Part as against any such claim of the said (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (2) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children.



AND WHEREAS in consideration of the Parties of the First Part requesting the Second Party to allot to them built up area and part by cash consideration towards their share in the estate, the Party of the Second part has agreed to the same and consented to make the payments accordingly.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

- 1) In consideration of the Parties of the First Part requesting the party of the Second Part to allot to them built-up area alongwith part cash consideration, the party of the Second Part has agreed to allot to them built-up area and pay to the party of the First part a sum of Rs. 6,00,00,000/- (Rupees Six Crores Only) and built-up area in each such properties as detailed below, in return of the amount which is due from the entitlement of late

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Clotildes Fernandes under the Inventory Proceedings
No. 310/2004/B.

- 2) It is hereby agreed that the party of the Second Part has already paid an amount of Rs. 2,64,37,000/- (Rupees Two Crores Sixty Four Lakhs Thirty Seven Thousand Only) to the late Clotildes Fernandes and as such the 1/4th part of the aforesaid payment amount to Rs. 66,09,250/- (Rupees Sixty Six Lakhs Nine Thousand Two Hundred and Fifty) each shall be deducted from the amounts payable unto the First Party, and as such the balance amount of consideration of Rs.5,33,90,750/- (Rupees Five Crores Thirty Three Lakhs Ninety Thousand and Seven Fifty Only) will be paid as under to the First Party.



SR. NO.	DATE	PARTICULARS	AMOUNT
1.	03.02.2011	On signing of this MOU	Rs. 25,00,000/-
2.		Within 6 Months from the date of signing of this MOU	Rs. 25,00,000/-
3.		Within 6 months after payment of amount mentioned in Serial No. 2 above	Rs. 50,00,000/-
4.		Within a period of 6 months after payment of amount mentioned in Serial No. 3 above	Rs. 50,00,000/-

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James Jones

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5.		Within a period of 6 months after payment of amount mentioned in Serial No. 4 above	Rs. 50,00,000/-
6.		Within a period of 6 months after payment of amount mentioned in Serial No. 5 above	Rs. 50,00,000/-
7.		Within a period of 6 months after payment of amount mentioned in Serial No. 6 above	Rs. 50,00,000/-
8.		Within a period of 3 months after payment of amount mentioned in Serial No. 7 above	Rs. 50,00,000/-
9.		Within a period of 3 months after payment of amount mentioned in Serial No. 8 above	Rs. 50,00,000/-
10.		Within a period of 3 months after payment of amount mentioned in Serial No. 9 above	Rs. 50,00,000/-
11.		Within a period of 3 months after payment of amount mentioned in Serial No. 10 above	Rs. 83,90,750/-
Total Rs. 5,33,90,750/-			



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- 3) The party of the Second Part has agreed to construct 2 flats of 2 bedrooms each and each admeasuring 100 m² of built up area in property bearing Chalta No. 6 of P.T. Sheet No. 174 to be given to the First Party as per the specifications mentioned in **Schedule-I** here below.
- 4) The Second Party undertakes to specifically allot to the Parties of the First Part all such flat/ shop/ built-up area as may be enumerated hereunder by way of a **plan I** and letter of allotment indicating the number of the building, flat number and floor within a period of 60 days from the date the Second Party applies for the development permissions for the construction of the building from the concerned authorities.
- 5) The Party of the Second Part undertakes that the possession of the flats will be handed over ready for use and occupation to the First Party along with the Occupancy Certificate from the concerned authority within a period of 2 years from the date of approval of plans by the concerned Authorities.
- 6) The Party of the Second Part has also agreed to construct 3 shops of 30 m² built-up area in the property bearing Survey No. 249/1-A facing the Dona Paula-Bambolim University Road for the parties of the First part as per specifications mentioned in **Schedule-II** here below. After obtaining approval from the concerned authorities, delivery of the shops will be given to them within a period of 2 years from the date of approval of plans. (The **plan II** showing



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the location of the shops marked in red is attached hereto.)

- 7) The party of the Second Part has also agreed to allot and earmark an area of 500 m² of land in the property bearing Survey No. 249/1-A which shall be given to the First Party together with 1 building, constructed, having 3 floors each with 3 bedroom apartments admeasuring 160 m² built up area each as mentioned in **Schedule-I**. (The **plan III** showing the location of 500m² of land is marked in red in the attached plan.)

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- 8) The Party of the Second Part undertakes to furnish to the First Party with a plan of the building/flats to be given to the First Party within 60 days of signing of this MOU, and after their due approval in writing of the same, the plans will be submitted to the Authorities for permission/licenses by the Party of the Second Part.
- 9) The Party of the Second Part undertakes that the possession of the said building structure will be handed over along with the Occupancy Certificate from the concerned authority within a period of 2 years from the date of approval of plans by the concerned Authorities.
- 10) That the Second Party undertakes to be solely responsible to apply and obtain all such Licenses/ Permissions/ Sanad Certificates/ No-Objection Certificates/ Occupancy Certificates necessary as

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[Signature]

[Signature]

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well as any fees, levy, charges payable and expenses incurred and as may be required from time to time in respect of all approvals.

- 11) It is further expressly agreed that in case the construction work is stopped and delivery of the possession of the said premises is delayed on account of any notice, order, rule or Notification of the Government and/or any other public or competent Authority or on account of any court order, payments of the above mentioned amounts to be paid to the parties shall be correspondingly extended.



The Parties of the First Part shall continue to hold rights in the nature of lien over the said property until the complete payment is made as specified in terms of the chart stipulated herein and possession of all such flats/ buildings/shops specified above is given.

- 13) The Party of the Second Part shall be entitled to undertake construction activity in the said property. However the Party of the Second Part undertakes not to create any third party rights detrimental to the rights of the First Party in contravention of this Agreement.
- 14) The flats/shops shall be deemed to be ready for occupation only after construction thereof is completed in all respects including painting work, flooring, compound wall and gate, water and electricity connections obtained hereto and

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occupancy from the North Goa Planning & Development Authority and the No-Objection Certificate/ Occupancy Certificate from Village Panchayat of Taleigao is obtained in respect thereof.

15) The possession of the said flats/shops shall be taken by the First party after the inspection of the said flats/shops and after being fully satisfied about the quality of the construction. The First Party after taking possession shall have no claim against the Second party in respect of any item of work alleged not to have been executed/ completed or for any other reasons.

16) The Parties of the First Part shall be entitled to enter and inspect the aforementioned properties/ sites with prior permission of the Party of the Second Part.

17) The Party of the Second Part assures the First Party that they have not created any third party rights in the aforementioned area to be allotted to the Party of the First Part. The Parties of the First Part assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the Second Part.

18) The Parties hereto undertake that property surveyed under Chalta No. 11 PTS 175 together with the residential house bearing House No. 312 located therein, shall continue to remain in common enjoyment of the First Party with other heirs. The

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second party undertakes to enter into a separate agreement in respect of the house with the First party.

19) The Party of the Second Part undertakes to transfer/ convey the property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein to the First Party and other heirs whenever called upon at their expenses.

20) All monetary compensation to be received from the Government Authorities towards the acquisition of part of land of the property bearing Survey No. 249 (Old Survey No. 785) in the year 1969 for the National Institute of Oceanography and towards acquisition of part of land of the property bearing Chalta No. 6 of PTS No. 174 for park and road widening shall jointly belong to heirs of Clotildes Fernandes.

21) Any notices shall be deemed to have been duly served on the parties hereto if sent by registered post at the below mentioned addresses of the respective parties.

PARTY OF THE FIRST PART:

a) **Smt. Sukanti Sebastian Gomes**
House No. 312,
Aivao Of Caranzalem,
Tiswadi Goa

b) **Mr. Aswin Sebastian Gomes**
House No. 312,
Aivao Of Caranzalem,
Tiswadi Goa

[Signature]

Stevane Gomes
Gomes

(172)

c) Mr. Sandesh Sebastian Gomes
House No. 312,
Aivao Of Caranzalem,
Tiswadi Goa

PARTY OF THE SECOND PART:

MR. JOE MATHIAS
M/S. MATHIAS CONSTRUCTION PVT. LTD.
Mathias Plaza, 5th Floor,
18th June Road,
Panjim-Goa.

Change if any, in the address of the parties shall be intimated by the respective party to other parties hereto in writing.

- 22) The above have been agreed subject to the parties chart of allotment made in the said Inventory Proceedings No. 993/40 remains unchanged. However payment made at the time of signing of this MOU shall not be refundable. The First Party expressly assures and agrees that they are fully satisfied with this settlement and they have no further claims.
- 23) This MOU shall be subject to realization of the cheque payment made. The parties hereto shall be entitled to the specific performance of this Memorandum of Understanding.

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SCHEDULE -I
(Specifications for Flats)

STRUCTURE:

R.C.C. framed structure of columns, beams and slabs. The internal walls will be 4½" brick masonry. The external wall will be 8" brick/laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore Tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be laterite masonry, with plinth beams.

PLASTER:

External cement plaster will be of double coat sand face finish and internal cement plaster will be single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of 60 cms x 60 cms of vitrified tiles with identical skirting. The balcony flooring will be of identical tiles. The bathroom flooring with ceramic tiles and dado will be of coloured ceramic tiles up to the height of 8'. The staircase flooring will be of granite stone.

KITCHEN:

Kitchen - there will be provision for electricity and water connection. All the appliances and wooden cabinets etc. are not part of the contract. Provision of water supply/electrical point for washing machine/water purifier, hob/chimney.

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[Signature]

PLAN

DOORS AND WINDOWS:

All doorframes will be of first class Salwood of 4" x 2 1/2" size and the door shutters with flush doors with decorative veneer on both sides. Aluminium power coated windows will be provided with 4 mm thick clear glass. All the internal doors are melamine polished.

SANITARY FITTINGS:

Toilets are of European type with wall mounted commode and each bathroom is provided with wash basin and shower. All Sanitary fittings are of white colour Hindustan make (Premium). All taps & hot and cold mixers (Single lever type) showers are of Jaquar make.

COVERED AND OPEN TERRACES:

The covered and open terraces will be finished with conventional water proofing treatment and ceramic tiles.

ELECTRIFICATION:

Concealed electrification with copper wiring with Anchor/Roma fittings fitted on walls with a guarantee period of 10 years. Every room will be provided with 3 light points, 1 fan point and 2 5AMP points and AC point. The kitchen will be provided with 2 15AMP points and all the bathrooms will be provided with geyser points. All the bedroom will be provided with Air-condition power plug points and all the balconies will have 1 light point. Provision for entrance door bell.



S. Bromel
A. Gomez

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PLUMBING:

Concealed type with 'Kitec' and CPVC/PVC pipes from flowguard 'Astral' or equivalent. All sewerage lines and rain water pipes will be of P. V. C. pipes, enclosed in service shafts, vertical pipelines shall be enclosed in service shafts.

WATER:

There will be a underground sump with a overhead tank built on top of the building to ensure uninterrupted water supply with pressure.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/weather shield or equivalent.

COMPOUND WALL:

There will be a common compound wall with a main gate surveillance for entire plot.

GENERAL:

The height of each floor shall be 3 mtrs.

GROUND/SOIL TREATMENT:

Qualified contractors shall treat the ground/soil for anti-termite/white ants.

 Jones

SCHEDULE -II

(Specifications for Shops)

STRUCTURE:

R.C.C. framed structure of columns beams and slabs. The internal wall will be 4½" brick masonry. The external walls will be of 8" brick /laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be of laterite masonry.

PLASTER:

External cement plaster will be of double coat sand face finish and the internal cement plaster will be of single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of ceramic tiles with identical skirting.

ELECTRIFICATION:

Adequate light and fan points will be provided.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/weather shield or equivalent.

GENERAL:

The height of each shop on any floor shall be 4.15 mtrs. with a mezzanine floor as per the existing bye laws.

SHUTTERS:

Rolling Shutters will be provided for the front wall of each shop.

Stones *James*
James

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177

IN WITNESS WHEREOF THE PARTIES HERETO SIGN
HEREUNDER:

Signed and Delivered by

The Within named **FIRST PARTIES**

A) **SMT. SUKANTI SEBASTIAN GOMES**

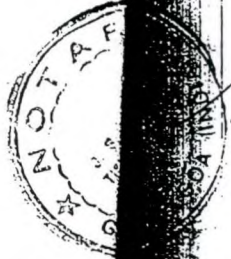
Sukanti

B) **MR. ASHWIN SEBASTIAN GOMES**

Ashwin

C) **MR. SANDESH SEBASTIAN GOMES**

Sandesh



Signed and Delivered by

The Within named **SECOND PARTY**

M/S. MATHIAS CONSTRUCTION PVT. LTD.

Represented herein by its Managing

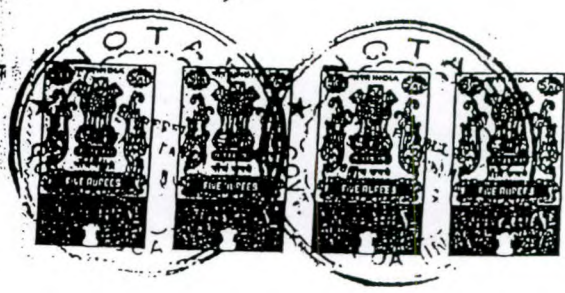
Director **MR. JOE MATHIAS**

Joe Mathias

In the presence of:

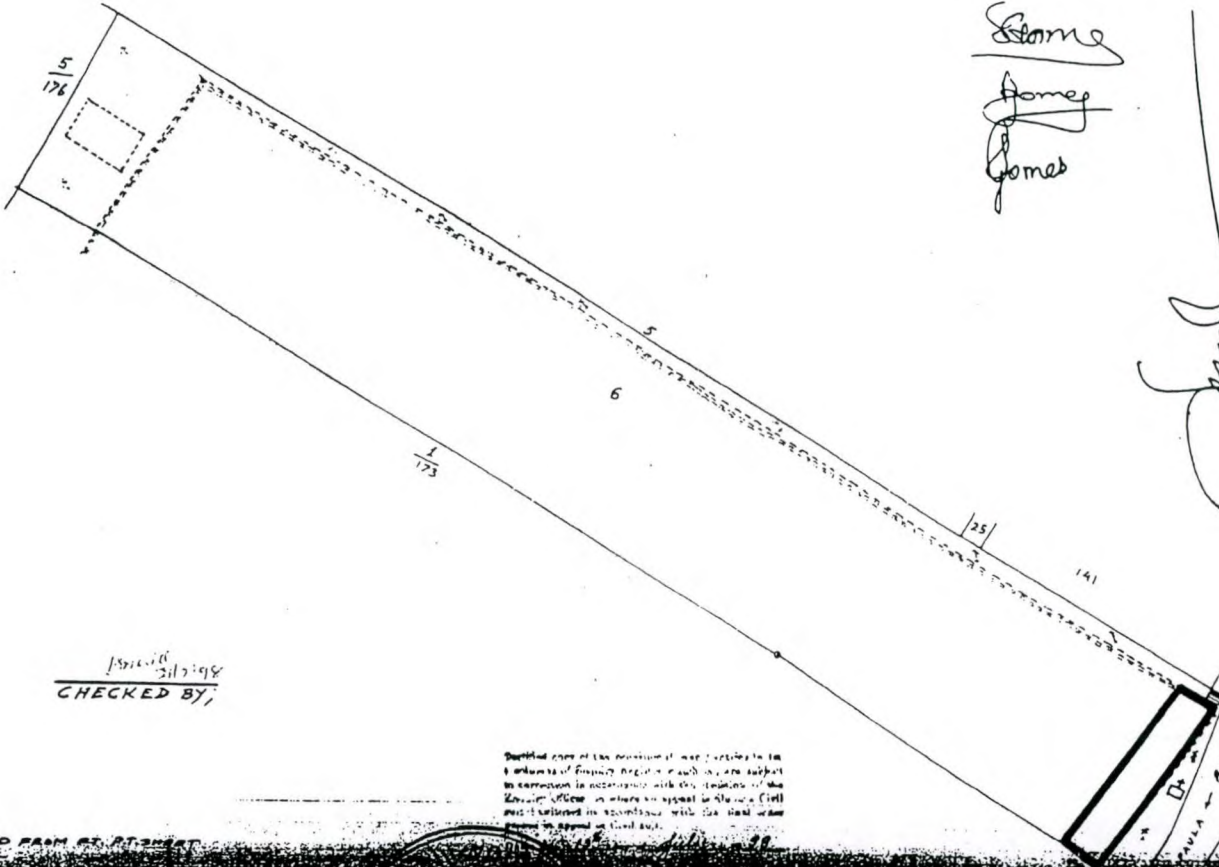
1. *Bhaji* (BHAWARAJ HUTARATI)

2. *Noldred Vaz* (NOLDRED VAZ)



EXECUTED BEFORE ME
WHICH I ATTEST
Reg No 15/8/A dt 08/02/2011
J.S. REBELO
NOTARY
HON'BLE
STATE OF GOA (INDIA)

PLAN
SHOWING CHALTA N:6 OF PT. SHEET
N:174 OF CITY SURVEY, PANAJI.
SCALE = 1:500



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Stome
Stome

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18/11/98
CHECKED BY,

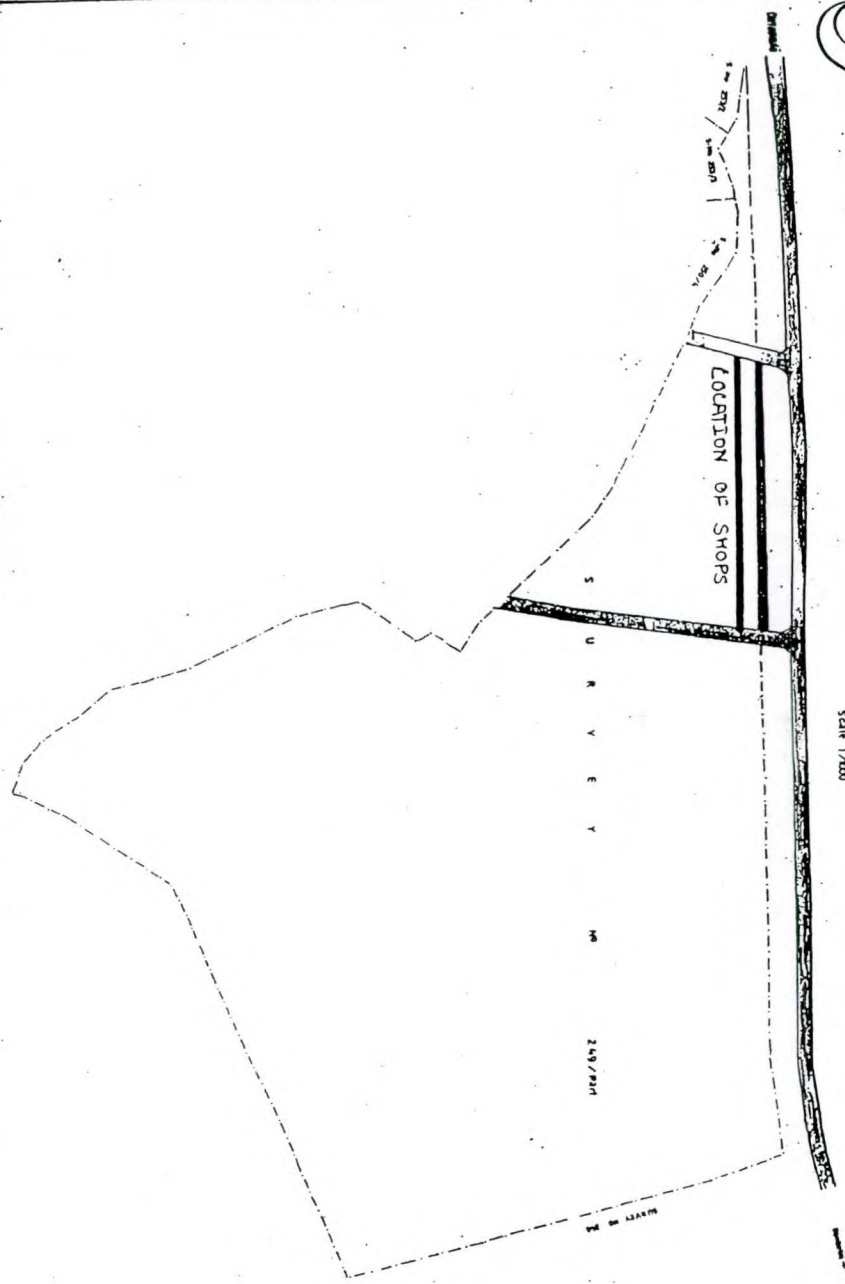
Portugal
18/11/98

RECORDED (1/1)
OFFICE OF THE CHIEF ENGINEER
CITY SURVEY, PANAJI
Case number for 1st vol. *100/1000*
62111
Case no. *23-2-58*
Case reference no. *23-2-58*
Created by *J. P. Soares*
Checked by *J. P. Soares*
Drawing date *18/11/98*

171



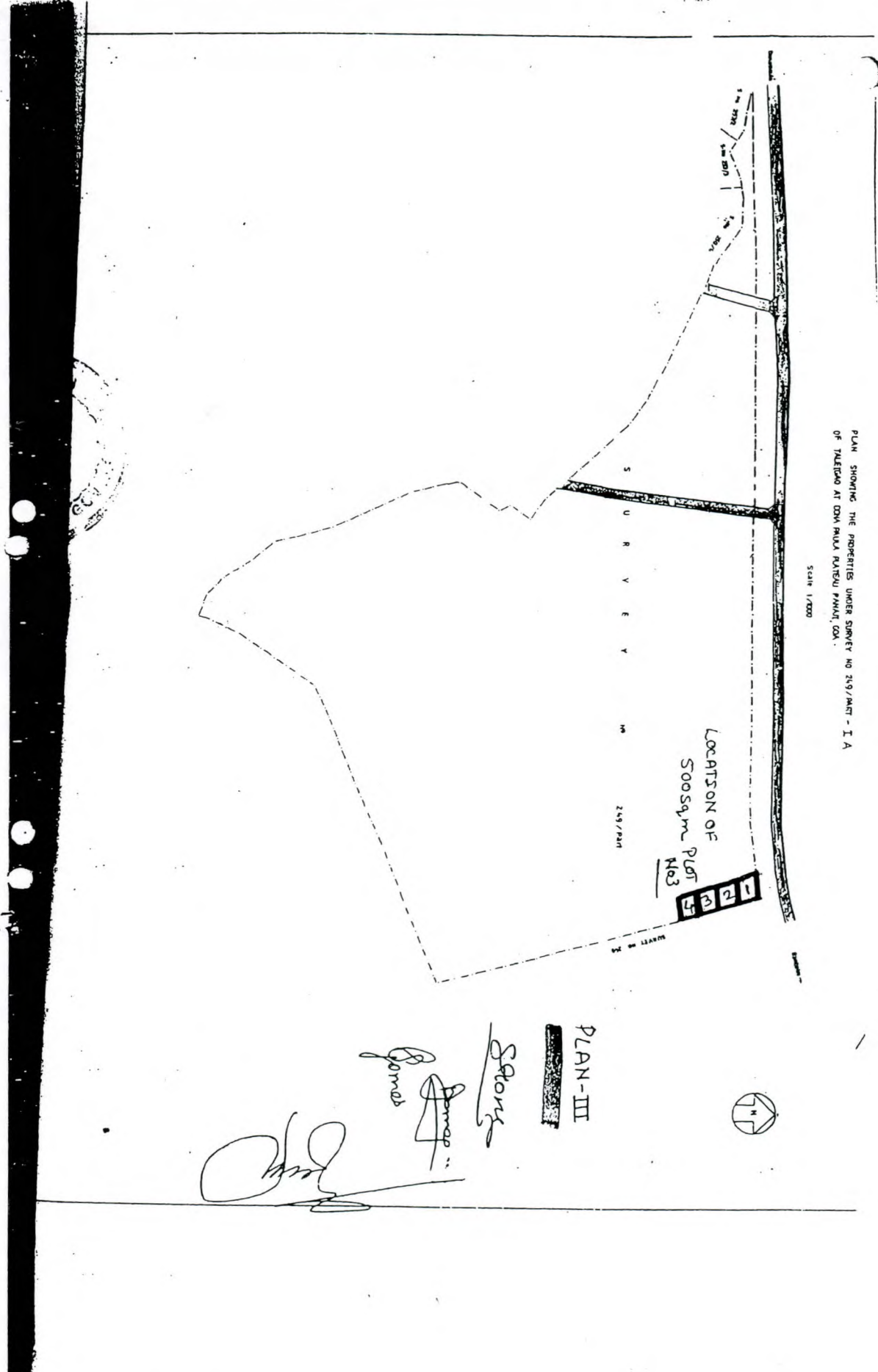
179



OF TAIKHO AT DON PHUA RAILWAY STATION, ...
SCALE 1/200

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180



PLAN SHOWING THE PROPERTIES UNDER SURVEY NO 249/AMT - I A
 OF TALEDAD AT DON MILA RAYBU PUNAI COA.
 Scale 1/1000

LOCATION OF
 500sqm Plot
 No.3
 4321

S
 U
 R
 V
 E
 Y
 No.
 249/AMT

PLAN - III

Storrs

James
Jones

[Signature]

181

Exhibit 4



Serial No. 2209 Place of Vendor Panaji Date 16/11
 Value of Stamp 20/-
 Name of Vendor Mathois Craft Pvt Ltd O3AA 033483
 Reside...
 Purpose...
 Sign of Seller [Signature]
 Mangala...
 License No. 10/1517/2007/1793
 Sign of Purchaser [Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 3rd day of February 2011 at Panaji, Goa.

BETWEEN

SMT. SUKANTI SEBASTIAN GOMES, wife of late **MR. SEBASTIAN GOMES** grand-son of late Clotilde Fernandes, major of age, widow, and her sons **MR. ASHWIN SEBASTIAN GOMES**, major of age, Bachelor, and **MR. SANDESH SEBASTIAN GOMES**, major of age, Bachelor, Indian Nationals all residing at House No. 312, Aivao of Caranzalem, Tiswadi Goa, hereinafter called "**THE FIRST PARTY**" (which expression shall mean and include unless repugnant to the context their heirs, executors, administrators and assigns).

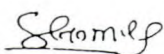

[Signature] Sukanti [Signature] Amey Gomes

AND

M/S. MATHIAS CONSTRUCTION PVT. LTD, a company incorporated under the Indian Companies Act, 1956 having its registered office at 502, Mathias Plaza, 18th June Road, Panaji-Goa, hereinafter referred to as "**THE SECOND PARTY**" (which expression shall mean and include unless repugnant to the context its heirs, successors, assigns, executors and legal representatives, administrators and assigns) represented herein by its Managing Director, **MR. JOE MATHIAS**, son of late Marcelino Mathias, 62 years of age, married, Indian National, businessman, residing at Altinho, Panaji-Goa.

AND WHEREAS there exists a property bearing Survey No. 254/1 at Dona Paula, Taliegao, Goa admeasuring approx. 7125m² together with three houses namely, 1 large house and 2 smaller houses belonging to late Mrs. Clotildes Fernandes who expired on 29.05.2010 leaving behind the following heirs.

1. Mr. Albert Gomes, grand-son of the deceased Clotildes Fernandes and his wife Mrs. Nirmala Gomes.
2. Mrs. Kshamata Dessai, grand-daughter of the said deceased Clotildes Fernandes and her husband Mr. Vinayak Dessai.
3. Mrs. Sukanti Sebastian Gomes, widow of late Sebastian Gomes who was the grand-son of the deceased Clotildes Fernandes and her family.


3

4. Mrs. Dinamati Andre Gomes, widow of late Andre Gomes who was the grand-son of the said deceased Clotildes Fernandes and her family.

AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (3) Mrs. Dinamati Andre Gomes and her children in this property who are not parties to this Memorandum Of Understanding and will enter into a separate Memorandum Of Understanding with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Memorandum of Understanding agrees and ensures to sufficiently indemnify the Party of the First Part as against any such claim of the said (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai as well as that of (3) Mrs. Dinamati Andre Gomes and her children.

AND WHEREAS the said property belonged to the estate of late Andre Andrade, wherein the late Mrs. Clotildes Fernandes, the daughter-in-law of late Andre Andrade had 4/5th right to his estate.

184

4

AND WHEREAS there was an inventory proceedings No. 993/40/A (old) which was proceeding in the Court of the Civil Judge at Panaji, Goa, and thereafter transferred to the Court of the Civil Judge at Mapusa, Goa bearing New No. 310/04/B.

AND WHEREAS thereafter the inventory proceedings proceeded as there were some co-shares who were not agreeing for an amicable solution and could not be settled and proceeded for licitation and therein the entire property and the 3 houses, described in Schedule I mentioned here below came to be allotted to late Mrs. Clotildes Fernandes and one Mrs. Vijaya Satardekar in the Auction and Chart of Allotment bearing item No. 85-A for Rs. 22,96,852/- which was confirmed vide final Order dated 18.08.2006.

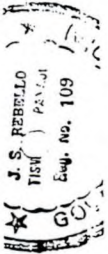
AND WHEREAS the late Mrs. Clotildes Fernandes, had 90% share in the property and the 3 houses and the interested party namely, Mrs. Vijaya Satardekar has 10% share in the said property and the 3 houses by virtue of an Agreement signed by her with Mrs. Clotildes Fernandes.

AND WHEREAS the property bearing Survey No. 254/1 was under acquisition proceedings dated 12.08.1997 by the Tourism Dept. of the Government of Goa for rehabilitation of hawkers at the Dona Paula jetty and for providing parking facilities.

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James Gomez



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AND WHEREAS the Government had issued a Notification u/s 4 of the Land Acquisition Act for acquiring the property on 04.09.1997 and thereafter issued another Notification u/s 6 of the said Act and in the said Notification, emergency provisions of Section 17 (4) of the said Act came to be invoked for acquiring the land, whereby a notice dated 17.02.1998 was issued by the Dy. Collector to the late Mrs. Clotildes Fernandes, for acquisition of the above land and possession was taken on 20.02.1998.



AND WHEREAS the Government of Goa through the Dy. Collector's Office, North Goa District, Panaji, Goa passed an award 28.05.2009 in Case No. 5/19/LAO-REV/TRSM/97 for acquisition of the property bearing survey No. 254/1 together with 3 houses therein for parking facilities and rehabilitation of stalls with details of apportionment of compensation to be paid by the Government to the late Mrs. Clotildes Fernandes, and others. However, till date, the Government has not undertaken the development works for the purpose of which the land was acquired for nor paid compensation.

AND WHEREAS since the Government has not used the property for the intended purpose, the Second Party has proposed to the First Party that the Government is likely to release the property from the acquisition proceedings, Mrs. Kshamata Dessai had filed a Writ Petition before the High Court against the acquisition proceedings and the High Court has passed an order directing the parties to maintain '**status quo**' and in such an event, the First

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186

Party has agreed to sell to the Second Party, their share in the property with the 3 houses mentioned in **Schedule I** herein below, for a total consideration of Rs. 3,00,00,000/- (Rupees Three Crores Only).

AND WHEREAS the Second Party has also agreed to offer to the First Party, one (1) apartment of 2 bedrooms each admeasuring approximately 100m² of built-up area on the first floor of a building to be constructed in the said property mentioned in **Schedule I** with specifications as mentioned in **Schedule III** here below.

AND WHEREAS the Second Party shall apply for the development permissions for the construction of the building from the concerned authorities within 180 days from the date of the release of the said property by the Government and the second Party will start the construction works within a reasonable time there from.

AND WHEREAS the Second Party undertakes to specifically allot to the Party of the First Part flat/ built-up area by way of a plan and letter of allotment indicating the number of the flat within a period of 120 days from the date the Second Party applies for the development permissions for the construction of the building from the concerned authorities.

AND WHEREAS the Second Party undertakes to be solely responsible to apply and obtain all such Licenses/ Permissions/ Sanad Certificates/ No-Objection Certificates/ Occupancy Certificates necessary as well as



7

any fees, levy, charges payable and expenses incurred and as may be required from time to time for the development of the property.

AND WHEREAS the Second Party shall hand over possession with occupancy certificate of the said 2 bedroom apartments on the first floor to the First party within 2 years from the date of obtaining the permissions/licenses. However, the Second Party shall be entitled to reasonable extension of time of a maximum period of 6 months for giving delivery of the apartments on the aforesaid date and for making payments of the consideration amounts as mentioned in Schedule II hereunder, if the completion of the apartments or any payment is delayed on account of:

- i) War, armed rebellion or natural calamity due to which construction work could not be undertaken.
- ii) Any notice, order, rule, notification of the Government and/or any other public or competent Authority and/or any judicial Authority.
- iii) Non-availability of steel, cement, other building material and non availability/delay on the part of the Government Department in releasing water and electricity supply.

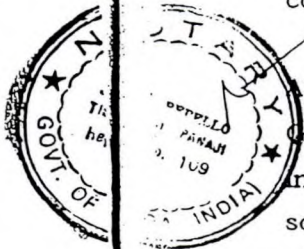
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AND WHEREAS the Parties of the First Part shall continue to hold rights in the nature of lien over the said property until the complete payment is made as specified in terms of **Schedule II** and handing over of the apartment hereunder, whichever is later.

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AND WHEREAS the Party of the Second Part shall be entitled to undertake construction activity in the said property. However the Party of the Second part undertakes not to create any third party rights detrimental to the rights of the First Party in contravention of this Memorandum Of Understanding.



AND WHEREAS there is a lease holder, namely, M/s Comantak Land Development Pvt. Ltd. (Cidade-de-Goa) in the larger house and the Second Party herein shall be solely and entirely responsible to settle any claim or dispute that may arise with the said lease holder in the property mentioned in Schedule I. Similarly, all such claims/ expenditures involved and/or compensation amounts to be paid in order to settle the lease holder will be the sole responsibility of the Second Party with no liability whatsoever to the First Party.

AND WHEREAS the Party of the First Part assures the Second Party that they have not created any third party rights to the said property. The Party of the Second Party assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the First Part.

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9

AND WHEREAS the First & Second Parties after agreeing with the above terms and conditions have decided to enter into this Memorandum Of Understanding.

AND WHEREAS the late Clotildes Fernandes, had earlier signed an Agreement for Sale dated 22.03.2010 with M/s. Mathias Construction Pvt. Ltd., the Second Party herein in respect of the property and 3 houses mentioned in **Schedule I** here below.

AND WHEREAS on signing of the Agreement for Sale dated 22.03.2010, the Second Party herein had paid to late Mrs. Clotildes Fernandes, an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) in terms of the Memorandum Of Understanding signed between them. It is hereby agreed that the party of the Second Part has already paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the late Clotildes Fernandes and as such the 1/4th part of the aforesaid payment amount to Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) each shall be deducted from the amounts payable unto the First Party, and as such the balance amount of consideration of Rs.2,97,50,000/- (Rupees Two Crores Ninty Seven Lakhs Fifty Thousand Only) will be paid as under to the First Party.

AND WHEREAS not withstanding anything contained in the said Memorandum Of Understanding dated 22.03.2010 and in supersission thereof, the parties hereto enter and execute the present agreement upon the terms and stipulations stated herein.


[Signature] *[Signature]* *[Signature]* *[Signature]*

**NOW THIS MEMORANDUM OF UNDERSTANDING
WITNESSES AS UNDER:**

- 1) That as and when the property bearing Survey No. 254/1 with 3 houses, namely, 1 large house and 2 smaller houses therein are released from acquisition proceedings by the Tourism Dept. of the Government of Goa than the First Party will convey/ transfer their share/rights to the Second Party and the Second Party shall pay to the First Party in lieu of their respective shares in the above property and 3 houses located therein in consideration of a sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) to each of them, as also One apartment of 2 bedrooms, to be given to the parties herein, admeasuring approximately 100 m² built-up area, as mentioned in **Schedule II** hereunder written upon terms and conditions stated herein.

- 2) The First Party agrees to transfer/ convey in favour of the Second party their entire share/rights in the property together with the 3 houses, mentioned in **Schedule I** herebelow, upon payment of the entire consideration amount and upon receiving the possession of apartment mentioned in Clause 1 above. The Cost of transfer of their share in the said property and the 3 houses such as, stamp duty and the registration fees shall be borne by the Second Party/his nominees.



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191

11

- 3) The Second Party herein has agreed that it shall be solely and entirely responsible to settle any claim/ dispute with the lease holder, namely, M/s. Gomantak Land Development Pvt. Ltd. (Cidade-de-Goa) in the larger house and the property mentioned in **Schedule I** and the expenditure involved and compensation amounts to be paid in order to settle the lease holder will also be the sole and entire responsibility of the Second Party with no liability whatsoever to the First Party.
- 4) The Party of the First Part assures the Second Party that they have not created any third party rights in the said property. The Parties of the First and Second Parties assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the First Part.
- 5) The Parties hereto undertake that property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein, shall continue to remain in common enjoyment of the First Party and that the possession. The party of the second part shall execute a separate agreement in respect of the house with First Party.
- 6) The Party of the Second Part undertakes to transfer/ convey the property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein to the First Party whenever called upon.



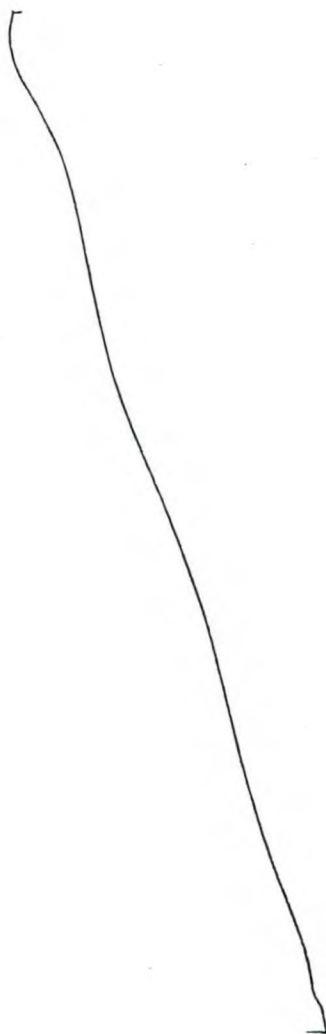
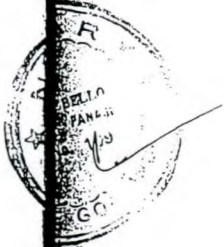
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- 7) That time is the essence of this Memorandum of understanding that this MOU shall be subject to the realization of the cheque payment made.

- 8) The parties hereto shall have the right to specific performance of this Agreement.



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13

SCHEDULE-I
(Schedule of property and three houses)

Property and 3 houses, namely, 1 large house and 2 smaller houses situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa under Survey No. 254/1 having an approximate area of 7125 sq. mts. of which land registration number is Nil and the Matriz No. is Nil and bounded as under:

On the North: by survey No. 255/0;

On the South: by plot bearing Chalta No. 1 of P. T. Sheet No. 185;

On the East: by public road and

On the West: by plot bearing Chalta No. 22 of P. T. Sheet 175;

[Signature] *Strome* *[Signature]* *Jones*

SCHEDULE-II
[TERMS OF PAYMENT TO BE MADE TO THE FIRST PARTY]

Balance amount to be paid as under:

SR. NO.	DATE	PARTICULARS	AMOUNT
1.	03.02.2011	On signing of the MOU	Rs. 1,00,000/-
2.		Within 30 days from the date of publication of Notification for Release of the property by the Government.	Rs. 10,00,000/-
3.		Within 3 months upon obtaining sanad/ Construction Permissions/Licenses from all the authorities or upon Commencement of construction work which ever is earlier.	Rs. 10,00,000/-
4.		Within a period of 6 months after payment of amount mentioned in Serial No. 3 above	Rs. 50,00,000/-
5.		Within a period of 6 months after payment of amount mentioned in Serial No. 4 above	Rs. 50,00,000/-
6.		Within a period of 6 months after payment of amount mentioned in Serial No. 5 above	Rs. 50,00,000/-
7.		Within a period of 6 months after payment of amount mentioned in Serial No. 6 above	Rs. 50,00,000/-

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209
195

15

8.		Within a period of 6 months after payment of amount mentioned in Serial No. 7 above	Rs. 50,00,000/-
9.		Within a period of 6 months after payment of amount mentioned in Serial No. 8 above	Rs. 26,50,000/-
Total Rs. 2,97,50,000/-			

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196

16

SCHEDULE -III
(Specifications)

STRUCTURE:

R.C.C. framed structure of columns, beams and slabs. The internal walls will be 4½" brick masonry. The external wall will be 8" brick/laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore Tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be laterite masonry, with plinth beams.

PLASTER:

External cement plaster will be of double coat sand face finish and internal cement plaster will be single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of 60 cms x 60 cms of vitrified tiles with identical skirting. The balcony flooring will be of identical tiles. The bathroom flooring with ceramic tiles and dado will be of coloured ceramic tiles up to the height of 8'. The staircase flooring will be of granite stone.

KITCHEN:

Kitchen - there will be provision for electricity and water connection. All the appliances and wooden cabinets etc. are not part of the contract. Provision of water supply/electrical point for washing machine/water purifier, hob/chimney.

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17

DOORS AND WINDOWS:

All door frames will be of first class Salwood of 4" x 2½" size and the door shutters with flush doors with decorative veneer on both sides. Aluminium power coated windows will be provided with 4 mm thick clear glass. All the internal doors are melamine polished.

SANITARY FITTINGS:


Toilets are of European type with wall mounted commode and each bathroom is provided with wash basin and shower. All Sanitary fittings are of white colour Hindustan make (Premium). All taps & hot and cold mixers (Single lever type) showers are of Jaquar make.

COVERED AND OPEN TERRACES:

The covered and open terraces will be finished with conventional water proofing treatment and ceramic tiles.

ELECTRIFICATION:

Concealed electrification with copper wiring with Anchor/Roma fittings fitted on walls with a guarantee period of 10 years. Every room will be provided with 3 light points, 1 fan point and 2 5AMP points and AC point. The kitchen will be provided with 2 15AMP points and all the bathrooms will be provided with geyser points or Hot water from Solar Panels. All the bedroom will be provided with Air-condition power plug points and all the balconies will have 1 light point. Provision for entrance door bell.



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198

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PLUMBING:

Concealed type with 'Kitec' and CPVC/PVC pipes from Flowguard 'Astral' or equivalent. All sewerage lines and rain water pipes will be of P. V. C. pipes, enclosed in service shafts, vertical pipelines shall be enclosed in service shafts.

WATER:

There will be an underground sump with a overhead tank built on top of the building to ensure uninterrupted water supply with pressure.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/ weathershield or equivalent.

COMPOUND WALL:

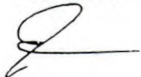
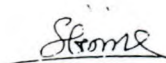
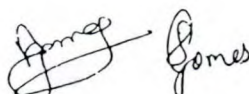
There will be a common compound wall with a main gate surveillance for entire plot.

GENERAL:

The height of each floor shall be 3 mtrs.

GROUND/SOIL TREATMENT:

Qualified contractors shall treat the ground/soil for anti-termite/white ants.

25
199

**IN WITNESS WHEREOF THE PARTIES HERETO SIGN
HEREUNDER:**

Signed and Delivered by

The Within named **FIRST PARTIES**

- a) **MRS. SUKANTI SEBASTIAN GOMES** *S Gomes*
- b) **MR. ASHWIN SEBASTIAN GOMES** *A Gomes*
- c) **MR. SANDESH SEBASTIAN GOMES** *Gomes*

Signed and Delivered by

The Within named **SECOND PARTY**

M/S. MATHIAS CONSTRUCTION PVT. LTD.

Represented herein by its Managing
Director **MR. JOE MATHIAS**

Joe Mathias

In the presence of:

- 1. *Ch. Basavaraj Hujaratti* (CH. BASAVARAJ HUJARATTI)
- 2. *Noldred Vaz* (NOLDRED VAZ)




EXECUCED BEFORE ME ...
WHICH I ATTEST
Reg no 1519/11 dt 08/07/2011
J. Rebello
J. REBELLO
NOTARY
PANAJI
STATE OF GOA (INDIA)

TRUE COPY

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ANNEXURE-R-5




 **GPS Map Camera**



Durgavado, Goa, India
Casa Fernandes, A4-b, Ocean Park (Phase 1 Dona Paula,
Durgavado, Goa 403004, India
Lat 15.457304° Long 73.810665°
07/12/24 04:11 PM GMT +05:30

2105



 GPS Map Camera



Durgavado, Goa, India
Casa Fernandes, A4-b, Ocean Park (Phase 1 Dona Paula,
Durgavado, Goa 403004, India
Lat 15.457306° Long 73.810674°
07/12/24 04:11 PM GMT +05:30

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