

CERTIFIED TO BE A TRUE COPY BY TECHNOLOGY SERVICES LIMITED
OF THE ORIGINAL

EDC HOUSE, WING 'C' SHOP NO. 30
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

D-5/STP(V)/C.R/35/10/2010-RD(1466903)

भारत 10727
129684

NON JUDICIAL गीवा
AUG 11 2016



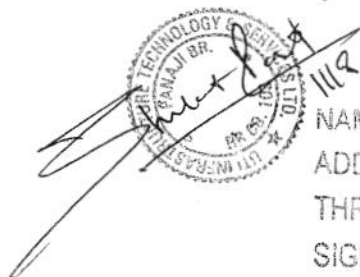
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Rs.0240000/-PB7072

सत्यमेव जयते
INDIA

STAMP DUTY

GOA



NAME: Melwyn Anthony Fernandes

ADDRESS: St. Cruz

THROUGH: T. Fernandes

SIGNATURE: Fernandes

RECEIPT NO: 10727

1917

12/8/16



DEED OF SALE

THIS DEED OF SALE is executed in the City of Panaji, Tiswadi,
Taluka on this 12th day of August, 2016.

BETWEEN

Panaji

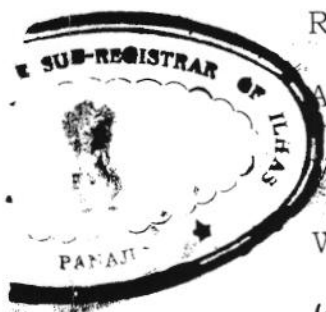
Melwyn



(1) **MR. JOHN D'COSTA alias MR. JOAO COSTA** aged 85 years, Widower, son of late Piedade Francisco Wellington D'Costa, businessman, holder of PAN Card No. AKRPD4091R, Indian national, resident of I.C Colony, Borivali (W), Mumbai;

(2) **MR. RICHARD D'COSTA**, aged 55 years, married, son of Mr. John D'Costa and late Clara D'Costa, Service, having PAN Card No. AKAPD2011J, residing at Flat No.8, Vidyut Rekha CHS, Building No. A6/18, L.I.C Colony, Borivali West, Mumbai 400103 and his wife.

(3) **MRS. BERTILLE D'COSTA**, aged 53 years, married, wife of Richard D'Costa, service, holder of having PAN Card No. AEIPD4511P, both Indian nationals and both residing at Flat No.8, Vidyut Rekha CHS, Building No. A6/18, L.I.C Colony, Borivali West, Mumbai 400103



(4) **MR. IRMIT D'COSTA**, aged 55 years, married, service, son of Mr. John D'Costa and late Clara D'Costa, holder of having PAN Card No. ABSPD0719L, Indian national, residing at E-1/202 Vishwakarma Nagar CHS, Ambadi Road, Vasai West, Thane , Maharashtra 401 202, and his wife

(5) **MRS. NEOLINA D'COSTA**, age 53 years, married, wife of Irmit D'Costa, service, Indian National, having PAN Card No. ACFPD7821D, residing at E-1/202 Vishwakarma Nagar CHS, Ambadi Road, Vasai West, Thane , Maharashtra 401 202

(6) **MRS. FATIMA D'COSTA**, age 57 years, daughter of Mr. John D'Costa and late Clara D'Costa, married, service, Indian National, having PAN Card No. BIMPD6291H, resident of 101 Suni

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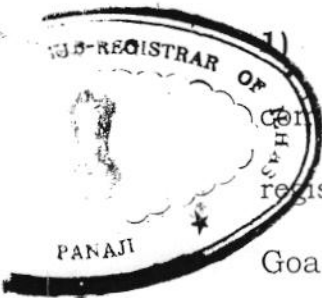
[Signature]



Appartments, D.P Road, I.C Colony, Borivali West, Mumbai 400103 presently employed Ontario-Canada; and her husband

(7) MR. YOGENDRA SHARMA, age 57 years, son of Vishamber Lal Sharma, married, service, Indian National, having PAN Card No. EHFPS9570B, resident of 101 Suni Apartments, D.P Road, I.C Colony, Borivali West, Mumbai 400103 presently employed in Ontario-Canada; hereinafter called **THE VENDORS** (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the **ONE PART**

AND



1) M/S. WARMSIDE DEVELOPERS PRIVATE LIMITED, a company registered under the Companies Act, 1956 having its registered office at AS-2, 2nd Floor, Campal Trade Centre, Panaji-Goa, having PAN No. AABCW1916H duly represented herein by its Director and authorized signatory **MR. MELWYN ANTHONY FERNANDES**, s/o Mr. Gonsalo Paixao Fernandes, 39 years of age, businessmen, married, resident of St. Agostinho Marrod, St. Cruz, Ilhas Goa, Indian National, Vide Resolution dated 13-7-2016 hereinafter referred to as the **PURCHASER** (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in title, administrators, executors, Legal Representatives and assignees) of the **SECOND PART**.

WHEREAS VENDOR Nos 1 to 7 are represented herein by their relative & duly appointed Power of Attorney **MR. SHERMAN**

Gonsalo Paixao Fernandes

Melwyn Anthony Fernandes



CARVALHO s/o MR. PETER CARVALHO resident of 201-B-Eden Gardens, I.C Colony, Borivali West, Mumbai – 400103, vide Power of Attorney dated 09/05/2016 having registration No. 9235/16 before Notary Adv. Ashok M. Pandya, Mumbai.

AND WHEREAS there exists a property situated within the limits of the Mercas Village Panchayat, Tiswadi Taluka comprising of disannexed fraction of the property "XIR" described in its entirety at the Land Registration Office, Ilhas Goa, under No. 18239 and enrolled in the Land Matriz under No. 102 and the disannexed fraction of the property "DOULIM" described in its entirety at the Land Registration Office, Ilhas Goa, under No. 17310-A and enrolled in the Land Matriz no. 110, both these fractions connected inter-si forming a property per si distinct having an area of 781 sq.mts., surveyed under no. 241/4 of Revenue Village Morombi-o-Grande, Tiswadi Taluka, registration sub-District of Tiswadi Goa, District North Goa, State of Goa which is bounded as under:

NORTH: by the Property DOULIM originally belonging to one VencTexa Bicu Xete Raicar;

SOUTH: By the property of the heirs of Subraia Naique, now drain of rain waters;

EAST: by the property of Ramachondra Maiaji Mane and

WEST: the road left for public by VencTexa Bicu Xete Raicar;

(Hereinafter referred to as the "SAID PROPERTY" and delineated with red colour boundary line on the plan I annexed hereto).

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Ashok M. Pandya





AND WHEREAS the "SAID PROPERTY" originally belonged to Venctexa Bicu Xete Raicar and his wife Radabai Raicar.

AND WHEREAS the said Venctexa Bicu Xete Raicar and his wife Radabai Raicar sold the "SAID PROPERTY" to the VENDOR NO.1 herein vide deed of sale dated 04/09/1969, being registered under No. 1256 at pages 10 to 16 of Book 1 Vol.43 dated 12/09/1969 before the Sub Registrar of Ilhas, Goa.

AND WHEREAS the VENDOR NO.1 was married to one MRS.CLARA REGO @CLARA D'COSTA under the regime of communion of assets.



AND WHEREAS the said MRS.CLARA REGO @CLARA D'COSTA expired leaving behind her spouse the VENDOR NO.1 herein and her children the VENDOR NO. 2, 4 and 6 herein.

AND WHEREAS upon the death of the said MRS. CLARA REGO @CLARA D'COSTA, the VENDORS NO. 2, 4 and 6 also have succeeded to the "SAID PROPERTY" and hence have a right, interest and title to the "SAID PROPERTY" along with their respective spouses the VENDORS NOS. 3, 5 and 7 herein as the only universal heirs who are the VENDORS herein.

AND WHEREAS the VENDOR NO. 1 has represented that during the life time of his wife, the VENDOR NO.1 had executed a Deed of



Gift dated 19/04/1991 with respect to half the share in the "SAID PROPERTY" in favour of his Sister in law i.e. sister of late CLARA REGO, one MRS MARIA SANTANA JOSEPH. However, the said DEED OF GIFT so executed was never registered before the Sub-Registrar as required by law and hence has no sanctity in the eyes of law, the same being null and void.

AND WHEREAS the VENDORS have represented that in record of Rights of the "SAID PROPERTY", the name of the VENDOR NO.1 appears in the Occupants Column of the FORM I and XIV.



AND WHEREAS the VENDORS herein have acquired right, interest and title to the "SAID PROPERTY" by virtue of succession.

AND WHEREAS the VENDORS have therefore represented that they are the exclusive owners of the "SAID PROPERTY" in continuous uninterrupted possession and that besides themselves there are no other persons entitled to the "SAID PROPERTY".

AND WHEREAS the PURCHASER on the basis of the above representations has approached the VENDORS with an offer to purchase the "SAID PROPERTY" property marked in red color boundary line in the plan annexed hereto and better identified in the Schedule I herein under written.

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AND WHEREAS the PURCHASER herein through his Advocate published a Notice in the "HERALD" dated 21/06/2016 calling for objections if any from the public for sale of the "SAID PROPERTY". However, no person or institution has objected to the sale of the same.

AND WHEREAS the VENDORS have agreed with the PURCHASER to sell the "SAID PROPERTY" for a consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) and a Flat bearing No. F-3, on the first Floor, admeasuring 102 sq.mts, situated in the complex "BELVEDERE", situated at Santa Cruz, Tiswadi Goa which flat is herein after referred to as the "SAID FLAT" more particularly described in the SCHEDULE II and better identified in the plan II attached herewith.

AND WHEREAS the market value of the "SAID PROPERTIES" is Rs. 60,00,000/- (Rupees Sixty Lakhs Only) .

AND WHEREAS accordingly this deed is executed subject to the terms and conditions contained herein below.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

- i. That in total consideration of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) having been paid as the consideration by the PURCHASER to the VENDORS in the following manner:-

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M. J. J.



(a) The value of the "SAID PROPERTY" is valued at Rs. 29,70,000/- (Rupees Twenty nine lakhs seventy thousand) only.

(b) A Flat bearing No. F-3, on the first Floor, admeasuring 102 sq.mts, situated in the complex "BELVEDERE", situated at Santa Cruz, Tiswadi Goa which flat is herein after referred to as the "SAID FLAT" more particularly described in the SCHEDULE II and better identified in the plan II attached herewith; as the total consideration due and payable to the VENDORS herein, each of the VENDORS having acknowledged to have received an amount as their share of consideration towards the "SAID PROPERTIES" and that the VENDORS do and each of them does hereby admit and acknowledge having received the same and hereby acquit, release and discharge the PURCHASER forever, the VENDORS do and each of them does hereby release, convey and assure and confirm unto the PURCHASER all that the undivided ownership share in the "SAID PROPERTIES", more particularly described in the **Schedule I** hereunder written and delineated with red colour boundary line on the plan I annexed hereto along with rights, privileges, easements and appurtenances whatsoever to the "SAID PROPERTIES" and every part thereof belonging to and in any way appurtenant or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the right, title interest, property claim and demand whatsoever in law and in equity of



them the VENDORS of, in and to the SAID PROPERTY and to the every part thereof TO HAVE AND TO HOLD AND TO POSSESS AND TO ENJOY all and singular the "SAID PROPERTY" and every part thereof hereby granted, released and assured or expressed so to be with their appurtenances UNTO AND TO THE USE of the PURCHASER forever and free from encumbrances.

ii. That The VENDORS do and each of them does hereby covenant with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or any one of them or by any person or persons lawfully or equitably claimed from , under or in trust by them or any of them made, done, committed, executed or knowingly or willingly suffered to the contrary, they the VENDORS now have in themselves good right and absolute power to grant, release, convey and assure the "SAID PROPERTY" unto and to the use of the PURCHASER in the manner aforesaid.

iii. That The VENDORS do and each of them does hereby covenant with the PURCHASER that it shall be lawful for the PURCHASER from time to time and at all times hereafter peaceably and equitably to hold, possess and enjoy the "SAID PROPERTY" hereby granted with its appurtenances and to receive the rents and profits thereof for its own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or from or by any other person or persons lawfully or

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equitably claiming by, from, under or in trust for them ALL THAT free and clear and freely and clearly and absolutely acquitted, exonerate, release and forever discharged or otherwise by the VENDORS sufficiently saved, decreed, kept harmless and indemnified of, from and against all estates, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned and suffered by the VENDORS or any other person or persons lawfully or equitably claiming, by from, under or in trust for them AND further that the VENDORS and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the "SAID PROPERTY" hereby granted or any part thereof by, from under or in trust for them the VENDORS shall and will from time to time and at all times hereafter at their request of the PURCHASER do execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and writings in law whatsoever for further and more perfectly and absolutely granting and assuring the said plot hereby granted unto and to the use of the PURCHASER in the manner aforesaid as shall or may be reasonably required.

iv. That the VENDORS have agreed to cooperate to execute all the necessary papers as and when demanded and do everything for better transferring the rights in respect of the "SAID PROPERTY" and for the purpose of mutation in the Record of rights to include the name of the PURCHASER as an occupant of the "SAID

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PROPERTY" for all legal purposes and the VENDORS shall render all cooperation in this respect. This Deed shall be construed as no objection for mutation of inclusion of the name of the PURCHASER in survey records, Assessment of tax to the extent of the "SAID PROPERTY" purchased by the PURCHASER.

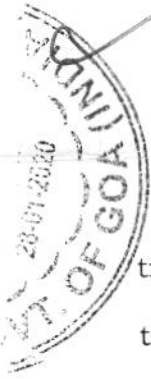
v. That The VENDORS do hereby covenant with the PURCHASER that, notwithstanding any act, deed or thing whatsoever by the VENDORS or by any of their predecessors in title or ancestors alone or executed or knowingly suffered to the contrary, the VENDORS had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PROPERTY" described in **Schedule I** along all the rights title and interest to the "SAID PROPERTY" hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid.



vi. AND THAT the PURCHASER shall and may at all times hereafter peaceably and quietly own, hold, possess and enjoy the "SAID PROPERTY" described in schedule I along with all the rights title and interest to the "SAID PROPERTY" and receive rents, profits thereof for their own use and benefit without any lawful eviction, interruption, claim or demand whatsoever by and from the VENDORS lawfully or equitably claiming from, under or in

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trust for them or under any of their ancestors or predecessors in title.

vii AND THAT the VENDORS and all persons having or lawfully or equitably claiming interest whatsoever in the "SAID PROPERTY" or any part thereof from, under or in trust for them, the VENDORS or any of their predecessors in title shall and will from time to time and at all times hereafter at the cost of the PURCHASERS or the person requiring them to do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further, better and more perfectly assuring the "SAID PROPERTY" unto and to the use of the PURCHASER according to the true intent and meaning of this deed or shall or may be reasonably required.



viii. AND THAT the VENDORS and all persons claiming through them or under them do hereby covenant with the PURCHASER that the VENDORS are now lawfully seized and possessed of the "SAID PROPERTY" free from any encumbrances or defects of whatsoever nature and that the "SAID PROPERTY" is not a subject matter of any court and have absolute right and title to convey the same by way of sale.

ix. That all the VENDORS herein represent and covenant that they are the absolute owners of the "SAID PROPERTY" and besides them there is no other person/s entitled or has any interest or right whatsoever with respect to the "SAID PROPERTY".

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x. AND THAT the VENDORS have absolute power and authority to sell the "SAID PROPERTY" in the manner aforesaid and the PURCHASER may hereafter on the execution of the deed peacefully and quietly possess and enjoy the same in any manner without any claims or demands whatsoever from the VENDORS or persons claiming through or under them or on their behalf.

xi. AND THAT the PURCHASER shall hereinafter peacefully hold, use and enjoy the same without any hindrance, interruption, claim from the vendor or any other person whomsoever.



xii. AND THAT it has been agreed between the parties hereto that in the event there is any defect in the title of the VENDORS the same shall be rectified by the VENDORS in favour of the PURCHASER by executing necessary Deed in respect thereof and by obtaining necessary signatures of any other party who may be having any interest in respect of same.

xiii. AND THAT if any time prior to or even after the execution of the Deed of conveyance the area of the said land if increased, such increase shall accrue to be benefit of the PURCHASER alone.

xiv. AND THAT the PURCHASER shall upon the execution of this deed of sale be absolute owner in possession of the "SAID

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PROPERTY" described in Schedule I herein under and free to transfer the same to the person of their choice as its owner.

xv. AND THAT the VENDORS and the PURCHASER declare that the subject matter of this Sale Deed does not pertain to occupancies of persons belonging to the Scheduled Caste/Scheduled Tribe/Other Backward Class.

xvi. AND THAT it has been mutually agreed between the parties hereto that the Original copy of this Deed shall remain with the PURCHASERS and a Duplicate of the same shall remain with the VENDORS.

xvii. AND THAT The market value of the "SAID PROPERTIES" conveyed hereunder is Rs. 60,00,000/- (Rupees Sixty Lakhs Only).

SCHEDULE-I

(Description of the "WHOLE PROPERTY")

All that property within the limits of the Mercas Village Panchayat, Tiswadi Taluka comprising of disannexed fraction of the property "XIR" described in its entirety at the Land Registration Office, Ilhas Goa, under No. 18239 and enrolled in the Land Matríz under No. 102 and the disannexed fraction of the property "DOULIM" described in its entirety at the Land Registration Office, Ilhas Goa, under No. 17310-A and enrolled in the Land Matríz no. 110, both these fractions connected inter-si forming a property per si distinct having an area of 781 sq.mts., surveyed under no. 241/4 of

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Ilhas



Revenue Village Morombi-o-Grande, Tiswadi Taluka, registration sub-District of Tiswadi Goa, District North Goa, State of Goa which is bounded as under:

NORTH: by the Property DOULIM originally belonging to one Venctexa Bicu Xete Raicar;

SOUTH: By the property of the heirs of Subraia Naique, now drain of rain waters;

EAST: by the property of Ramachondra Maiaji Mane and

WEST: the road left for public by Venctexa Bicu Xete Raicar;

SCHEDULE II

(Description of the flat granted in consideration)

"SAID FLAT"

All that Flat No. F-3, located on the First floor in residential complex "BELVEDERE" shown in the plan annexed admeasuring 102 sq.mts approx. super built up area outlined in red colored boundary line which complex is situated in that part of land admeasuring 812 sq.mts. bearing survey No. 178 sub division 3 of Village Calapur, Taluka Tiswadi forming a part of the larger property known as Lote D which namely represents $\frac{1}{4}$ th part of the coconut grove Morodo which stands equally described as a distinct property in the Land Registration Office at Ilhas under No. 19190, pages 53 of Book B 51 New and registered in the respective revenue Office under No.966 and inscribed in the Land registration Office at Ilhas at Page 147 overleaf of Book G 29 New and is

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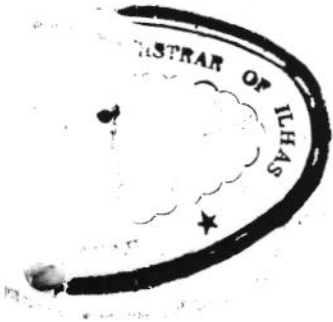
bounded on the **NORTH:** by the property bearing survey No. 178/2;

SOUTH: by the property bearing survey No. 178/4;

EAST: by the property bearing survey No. 177; and on the

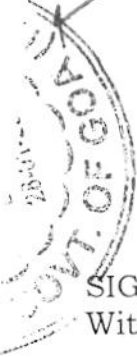
WEST: by the village road.

IN WITNESS WHEREOF, the VENDORS and the PURCHASER have signed this Deed on the place and the date mentioned hereinabove.



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SIGNED AND DELIVERED by the
Within named
VENDOR NOS.1 to 7

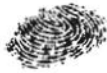


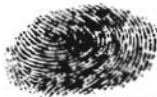
Carvalho

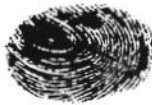
Through POA MR. SHERMAN CARVALHO

L.H.F.I.











R.H.F.I.











Carvalho



Carvalho

Wilson



SIGNED AND DELIVERED by the
Within named PURCHASER



M/S. WARMSIDE DEVELOPERS PRIVATE LIMITED

Represented herein by its Director and authorized signatory

MR. MELWYN ANTHONY FERNANDES

For WARMSIDE DEVELOPERS PRIVATE LIMITED

(Director)

L.H.F.I.

R.H.F.I.



WITNESSES:

1) Trevor Fernandes

Fernandes

2) Vidisha Shinodkar

Shinodkar

Shinodkar

Shinodkar



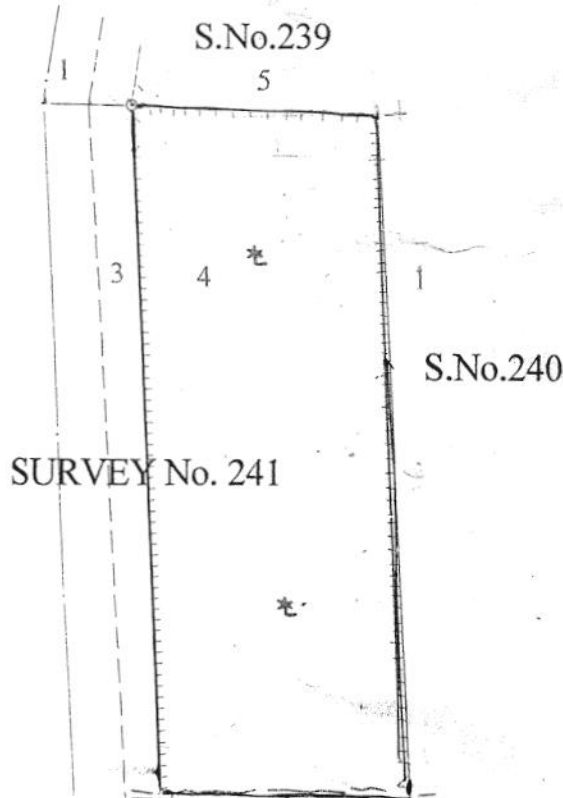
PLAN-I

GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA



Plan Showing plots situated at
Village : MORAMBI-O-GRANDE
Taluka : TISWADI
Survey No./Subdivision No. : 241/ 4
Scale : 1 :500

Inward No: 14266



Donhe
Inspector of Survey &
Land Records.

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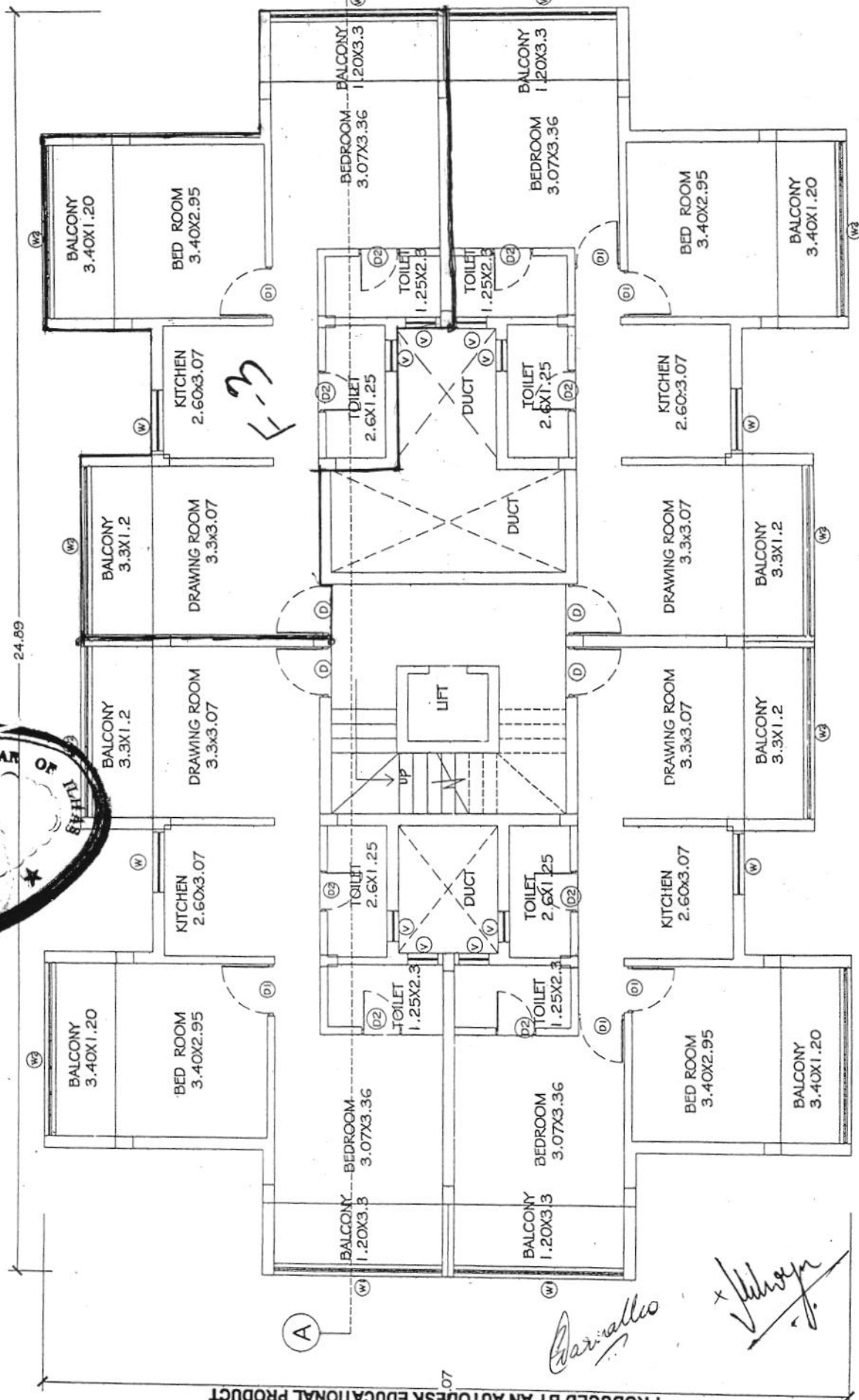
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PLAN - II

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TYPICAL UPPER GROUND, FIRST & SECOND FLOOR PLAN



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 12-08-2016 01:22:01 PM

Document Serial Number : 1917

Presented at 12:46:00 PM on 12-08-2016 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

r. No	Description	Rs. Ps
1	Registration Fee	180000.00
2	Processing Fees	590.00
	Total :	180590.00

Stamp Duty Required: 240000.00

Stamp Duty Paid: 240000.00

Melwyn Anthony Fernandes presenter

Name	Photo	Thumb Impression	Signature
Melwyn Anthony Fernandes, S/o Gonsalo Paixao Fernandes, Married, Indian, age 39 Years, Business, r/o St. Agostinho, Marrod, St. Cruz, Ilhas-Goa Co. PAN No. AABCW1916H. Director and Authorized Signatory of M/S. Varmiside Developers Private Limited, Panaji, vide resolution dated 13/07/2016			




Endorsements

Executant


1. Sherman Carvalho, S/o Peter Carvalho, Married, Indian, age 32 Years, Business, r/o 201-B-Eden Gardens, I.C. Colony, Borivali (W), Mumbai, Maharashtra-400103 As subdelegated POA holder of the Vendor No. 1-John D'Costa inturn the POA holder for the Vendor No's. 2 to 7-Richard, Bertille, Irmit, Neolina, Fatima and Yegendra, vide POA dated 09/05/2016, executed before the Notary, Ashok M. Pandya, Borivali (W), Mumbai, under Reg. No. 9236/2016

Photo	Thumb Impression	Signature

2. Melwyn Anthony Fernandes, S/o Gonsalo Paixao Fernandes, Married, Indian, age 39 Years, Business, r/o St. Agostinho, Marrod, St. Cruz, Ilhas-Goa Co. PAN No. AABCW1916H. Director and Authorised Signatory of M/S. Warmside Developers Private Limited, Panaji, vide resolution dated 13/07/2016

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Trevor Fernandes , S/o Gonsalo P. Fernandes, Married, Indian, age 40 Years, Advocate, r/o H.No. 790, Santa Cruz, Tiswadi-Goa	

TDS pd

Scanned By:-

Signature

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar
SUB-REGISTRAR
ILHAS

GOVT. OF GOA

Book-1 Document
Registration Number PNJ-BK1-01923-2016
CD Number PNJD52 on
Date 23-08-2016

Sub-Registrar (Ilhas/Tiswadi)

SUB-REGISTRAR
ILHAS

Scanned By

Prishna

Signature

[Signature]

Designed and Developed by C-DAC, ACTS, Pune

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

AS per

SHRI JAIPRAKASH V. NAIK
ADVOCATE & NOTARY
167/1 31st January Road
Opp. Hotel Venite, Panaji-Goa
Reg. No. 213

Notarial Registration No. *2577/17*
Date: *27.03.2017*

STRAR OF ILHAS

