

Serial No. 129
Presented at the Office of the
Sub-Registrar of Mormugao
between the hours of 10 am
and 11 am on 11/11/1939

[Signature]

[Signature]
SUB-REGISTRAR
MORMUGAO



Received fees for: Rs. P.
Registration 500-00
Copying (Folios) 100-00
Copying endorsements 2-00
Postage
Total Rs. 5102-00

[Signature]
SUB-REGISTRAR
MORMUGAO



DEED OF SALE

THIS DEED OF SALE MADE AT VASCO-DA-GAMA, GOA, this *thirty first* day of March, 1989, BETWEEN SHRI LUIS FONSECA DA COSTA, son of late Shri Bernardino Teotonio da Costa, aged about 59 years, and his wife MRS. ALBERTINA ROSARIO D'SOUZA E COSTA, aged about 53 years, daughter of late Damaso Joaquim D'Souza, both Indian inhabitants and nationals, residing at Chicalim Village of Mormugao Taluka, Goa (hereinafter called "the VENDORS", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators, successors and assigns) of the ONE PART; AND MOHIDIN RESORTS (P) LTD., a company incorporated under the Companies Act, 1956, and having its registered office at Vasco-da-Gama, Goa (hereinafter called "the PURCHASER", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the OTHER PART;



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WHEREAS the VENDORS, having been married under the regime of communion of assets and by virtue of a compromise decree dated 15th day of October, 1971, passed by the Court of the Civil Judge, Senior Division at Margao in Special Civil Suit no.44 of 1969, are the absolute owners and are fully possessed of and otherwise well and sufficiently entitled to the $\frac{1}{3}$ rd part of an immoveable property, known by the name of "ASSOY" situate, lying and being at Dabolim Village of Mormugao Taluka, South Goa District, State of Goa, in the Chicalim-Dabolim Panchayat area, in the Registration Sub District of Mormugao, of the Registration District of Goa, not registered in the Land Registration Office but registered as a whole the said immoveable property "ASSOY" in the Land Revenue Office under Matriz no.673, 674 and 677 (hereinafter referred to as "the said larger property");

AND WHEREAS the plot of land registered under Matriz no.673 (part) and bearing Survey no.13/5 of the

...3/-



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Dabolim Village admeasuring 14200 (fourteen thousand two hundred) square metres or thereabouts as per record of rights and personal possession and occupation and 13760 (thirteen thousand seven hundred and sixty) square metres or thereabouts as per the plan annexed to the compromise decree of the Court hereinbefore mentioned and therein shown as plot no.C-2 (hereinafter referred to "as the said plot of land") is a distinct and separate plot of land forming part of the said larger property;

AND WHEREAS the VENDORS have agreed to sell and the PURCHASER has agreed to purchase the said plot of land bearing survey no.13/5 of Dabolim Village hereinbefore mentioned and described, free from any encumbrances, claims and demands, at or for a price of Rs.10,00,000/- (Rupees ten lakhs only) subject to the conditions and covenants hereinafter stipulated;

AND WHEREAS the VENDORS were paid by the PURCHASER a sum of Rs.1,00,000/- (Rupees one lakh only) on 25.8.1988 by way of part purchase price of the said plot of land;

...4/-



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AND WHEREAS the said plot of land is affected by 15 metres wide road as per the outline development plan prepared by the Mormugao Planning & Development Authority (hereinafter referred to as "the MPDA");

AND WHEREAS the VENDORS and also the PURCHASER have represented to the Government of Goa, through the MPDA, to change the alignment of the said road so that the said plot of land shall not be affected and so that the entire area of the said plot of land shall be available to the PURCHASER for its luxury hotel project proposed to be put up by it on the said plot of land;

AND WHEREAS the said representation for the change of alignment of the said road is under the consideration of the Government of Goa and a decision thereon by it is pending;

AND WHEREAS the VENDORS have agreed to obtain the Income Tax Clearance Certificate under Section 230-A of the Income Tax Act, 1961, from the concerned income tax

....5/-



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authorities, for registration of these presents under the provisions of the Indian Registration Act, 1908;

NOW THIS DEED OF SALE WITNESSETH that in pursu-
 ance of the said agreement and in consideration of the
 sum of Rs.1,00,000/- (Rupees one lakh only) paid by the
 PURCHASER to the VENDORS on 25.8.1988 by way of part
 purchase price and another sum of Rs.4,00,000/- (Rupees
 four lakhs only) paid by the PURCHASER to the VENDORS on
 the execution of these presents making together a sum of
 Rs.5,00,000/- (Rupees five lakhs only) the receipt whereof
 the VENDORS do each of them doth hereby admit and a know-
 ledge and of and from the same and every part thereof do
 and each of them doth hereby forever acquit, release and
 discharge the PURCHASER and a further sum of Rs.5,00,000/-
 (Rupees five lakhs only) to be paid by the PURCHASER to
 the VENDORS free of interest in the manner and subject to
 the conditions and covenants hereinafter stipulated, THEY
 the VENDORS do and each of them doth unto the PURCHASER

...6/-



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all that piece or parcel of land or ground being an agricultural plot of land admeasuring 14200 (fourteen thousand two hundred) square metres or thereabouts being a distinct plot of land bearing matrix no.673 (part) and bearing Survey no. ^{13/5} ~~15/3~~ of Dabolim Village and being a portion of 1/3rd portion of immoveable property known by the name of "ASSOY" hereinbefore mentioned, more particularly mentioned and described in the Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by the red coloured boundary lines, together with all the areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, water-courses, lights, liberties, privileges, easements, advantages, rights and appurtenances whatsoever to the said plot of land or any part thereof belonging or in anywise appertaining or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant

...7/-



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thereto, free from all encumbrances, claims and demands and all the estate, right, title, interest, claim and demand whatsoever at law and in equity of 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 of land, hereditaments and premises hereby conveyed, transferred and assured or intended or expressed so to be with their and every of their rights and appurtenances (all which are hereinafter called "the said premises") unto and to the use and benefit of the PURCHASER forever.

The PURCHASER doth hereby for itself and its successors and assigns covenant with the VENDORS:-

THAT the PURCHASER shall pay to the VENDORS the sum of Rs.5,00,000/- (Rupees five lakhs only) being the balance consideration price (a) upon the VENDORS obtaining a change of alignment of road passing through the premises

...8/-

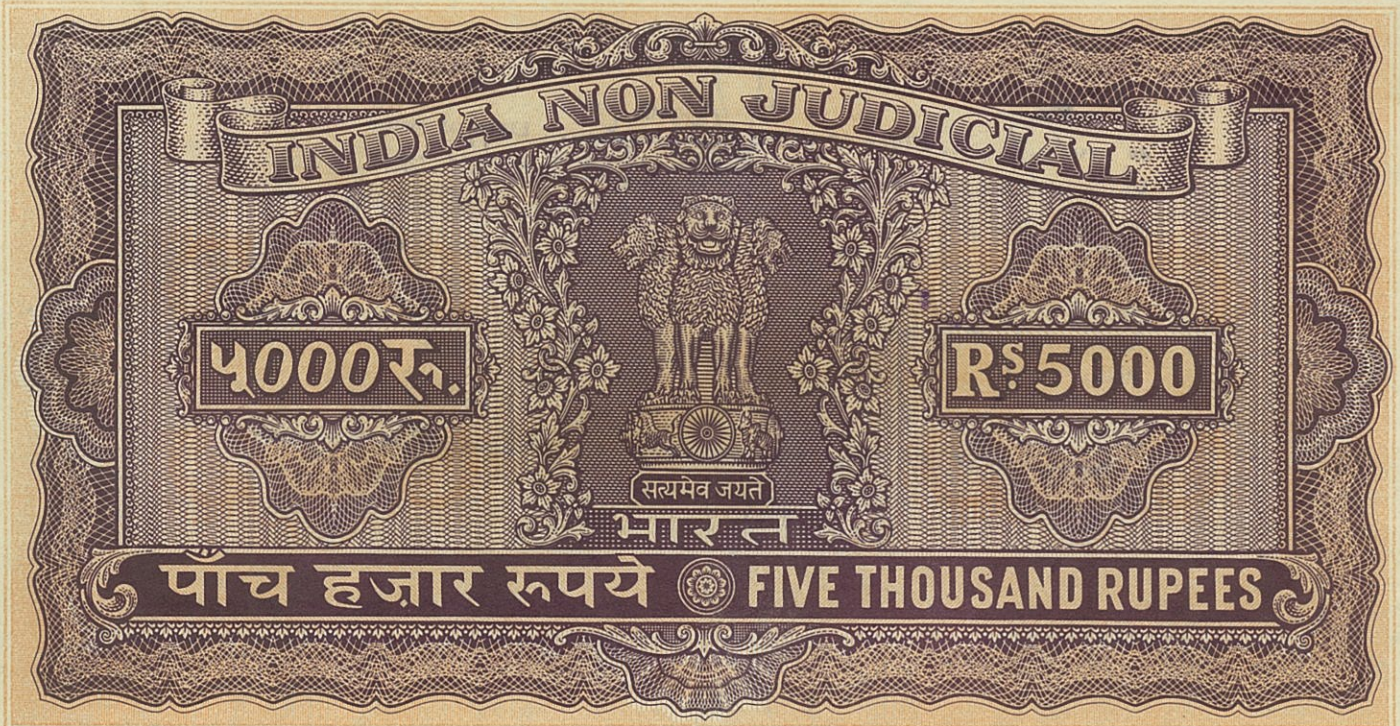


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as per the outline development plan of the MPDA and thereby the VENDORS making available to the PURCHASER the entire area of the said premises for its proposed luxury hotel project; (b) upon the VENDORS obtaining an Income Tax Clearance Certificate under Section 230-A of the Income Tax Act, 1961, from the concerned Income Tax Authorities and filing the same in the office of the Sub Registrar of Mormugao for the purpose of registration of these presents under the provisions of the Registration Act, 1908, and (c) upon the execution by the VENDORS of a registered document of receipt, acknowledging the payment of the said sum of Rs.5,00,000/- (Rupees five lakhs only) being the balance consideration price.

AND the VENDORS in their personal capacity do and each of them doth hereby for himself/herself/themselves and their respective heirs, executors and administrators covenant with the PURCHASER and declare:

...9/-



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THAT the said premises are not subject to any encumbrances, mortgages, charges or attachments or any agreement to sell therefor or undertaking in that behalf and the VENDORS have this day put the PURCHASER in vacant possession of the said premises.

THAT notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or by any person or persons claiming by, from, through, under or in trust for them or any of them made, done, committed, omitted or knowingly or willingly suffered to the contrary they the VENDORS now have in themselves good right, full power and absolute authority to convey, transfer and assure the said premises hereby conveyed, transferred or assured or intended so to be unto and to the use of the PURCHASER in the manner aforesaid.

AND THAT they the VENDORS are lawfully seized and possessed of and have not in any way encumbered or charged or created any tenancy or mundcar rights or any such rights on the said premises or any part thereof or caused to be

...10/-



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encumbered or charged or created any tenancy or mundcar rights or any such rights on the said premises or any part thereof.

AND THAT it shall be lawful for the PURCHASER from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said premises hereby conveyed, transferred and assured with their appurtenances and receive the issues and profit thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the VENDORS or their heirs or any of them or from or by any persons claiming or to claim by, from, under or in trust for them or any of them.

AND THAT in the event of any part or any share in the said premises being lost to the PURCHASER on account of any claim made thereto by any other person or persons or party or authority the VENDORS or their heirs or any of them shall recoup the PURCHASER such loss together with all

...11/-



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litigation expenses that may be incurred by the PURCHASER to protect its title to the said premises.

AND FURTHER THAT they the VENDORS and all persons having or claiming any estate, right, title or interest in the said premises hereby granted, conveyed, transferred and assured or any part thereof by, from, under or in trust for them the VENDORS 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 and the cost of the VENDORS, do and execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said premises and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the PURCHASER in the manner aforesaid as shall or may be required by the PURCHASER, its successors and assigns, as the case may be.

...12/-



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AND the VENDORS do and each of them doth hereby covenant with the PURCHASER that they, the VENDORS, have not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been partly 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 premises in the manner aforesaid 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.

AND THAT the VENDORS shall obtain a certificate under Section 230-A of the Income Tax Act, 1961, from the concerned Income Tax authorities and file the same with the Sub Registrar of Mormugao within three months from the date hereof for the purpose of registration of this Deed under the provisions of the Indian Registration Act, 1908.

...13/-



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AND that the VENDORS hereby agree that the sum of Rs.5,00,000/- (Rupees five lakhs only) being the balance consideration price shall not become due and payable and shall not carry any interest, so long as the aforesaid conditions and covenants to be performed and fulfilled by the VENDORS, are not fully performed and fulfilled by the VENDORS.

THE SCHEDULE ABOVE REFERRED TO.
(Description of the plot of land conveyed and sold to the PURCHASER)

ALL THAT piece or parcel of land or ground being an agricultural plot of land admeasuring 14200 (fourteen thousand two hundred) square metres or thereabouts, being a distinct plot of land bearing Matriz no.673(part) and bearing survey no. ^{13/5} ~~15/3~~ of Dabolim Village, being 1/3rd portion of the immoveable property known by the name of "ASSOY", situate, lying and being at Dabolim village of Mormugao Taluka, South Goa District, in the Registration Sub District of Mormugao of the Registration District of Goa and in the Chicalim-Dabolim Panchayat area. The

...14/-



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said piece or parcel or plot of land is delineated on the plan annexed hereto and thereon shown surrounded by a red coloured boundary line, and is bounded as follows:

On or towards South : by the plot no.C-1 and now by the land comprised in Survey no.13/7 of Dabolim Village,

On or towards West : by the road of width of 6 metres and by the land bearing Survey no.13/6,

On or towards East : by Assoichi Paz of the Comunidade of Sancoale and now by the land comprised in Survey no.14 of Dabolim Village,

On or towards North : by the plot bearing plot no.C-3 now by the land ~~occupied~~ comprised in survey no.13/4 of Dabolim Village.

...15/-

IN WITNESS WHEREOF the parties hereto have
hereunto set and subscribed their hands the day and the
year first hereinabove written.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED VENDORS)

1. LUIS FONSECA DA COSTA)

2. MRS. ALBERTINA ROSARIO)
D'SOUZA E COSTA)

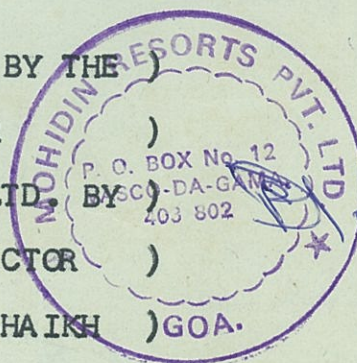
Luis D'Fonseca - Costa
Albertina Rosario de Souza
e Costa

in the presence of:

1. *Mernaudes*

2. *Mave*

SIGNED AND DELIVERED BY THE)
WITHIN NAMED PURCHASER)
MOHIDIN RESORTS (P) LTD. BY)
THE HANDS OF ITS DIRECTOR)
SHRI MOHAMMED IQBAL SHAIKH)
MOHIDIN)



in the presence of:

1. *Mernaudes*

2. *Mave*

1 - Shri. Luis Fonseca da Costa
s/o late Bernardino Teotônio
da Costa, aged 59 years, and
his wife

2 - Smt. Albertina Rosario D'Souza
e Costa, aged 53 years, s/o late
Damascio Joaquim D'Souza, both
residing at Chicalim.

3 - Mohidin Resorts (P) Ltd, having
its registered office at Vasco da Gama
represented by

4) Shri. Mohammed Iqbal Shaikh
Mohidin

All the parties are known to me.



Witnessing party
admits execution of the so called
Sale deed

> Luis D'Fonseca, Costa

in the presence of:

> Albertina Rosario de Souza e Costa

> ~~Shri. Mohammed Iqbal Shaikh~~

Mormugão, Dated the 21/2/1989.

SUB-REGISTRAR
MORMUGÃO

Certificate

Income tax clearance Certificate
& Noc of MPDA has been
produced today.

Mosmeegoo Dated 6/12/89.

[Signature]
SUB-REGISTRAR
6/12/89.

registered No. 269
at pages 179 to 194
Book No. 1 Volume No. 38
Date 8-12-1989

[Signature]
Sub-Registrar



Note of return

This document will be
returned on 8-12-1989.

[Signature]
SUB-REGISTRAR
8-12-1989

PLAN
SHOWING THE PLOTS SITUATED
AT *DABOLIM* VILLAGE
OF *MARMUGOD TALUKA*
S. No./SUB DIV. No. *13/5*
SCALE: 1 *1000*

15/11/88
LAND RECORDS



15/11/88
15/11/88

15/11/88

CERTIFIED BLUE PRINT COPY OF PLAN
ATTACHED TO NOC ISSUED BY THIS AUTHORITY

Read Letter No. *MPOR/9-0-12/88-89/1045 -*
15/8/88

[Signature]
Assistant Engineer
Marmugao Planning
and
Development Authority

TRACED FROM P.T. SHEET Nos. *11*
OF *DABOLIM* VILLAGE ON
13.11.30 BY *P.H. NAIR*
F.S.

HECKED BY

[Signature]
11.90 H.S.

