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Rs 0000100/- PB6818 STAMP DUTY

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haser GAURISH PEREIRA Name u.



MEMORANDUM OF UNDERSTANDING





This Memorandum of Understanding is executed at Mapusa, Goa, on this 16^{th} day of the month of May 2016.

BETWEEN

MR GAURISH PEREIRA, son of Shri. Armando Pereira, aged 39 years, businessman, unmarried, holding PAN CARD NO: ASIPP4569President of Pereira Building St-Inez, Panaji Goa hereinafter referred to as the OWNER/VENDOR (which expression shall, unless it be repugnant to the context or meaning thereof, shall include his heirs, successors, administrators and assigns) of the ONE PART;

AND

partnership firm, having office at 512, Gera's Imperium II, Patto Plaza, *Penaji - Goa, represented by its partners, 1. Mr Gautam Pereira aged 40 years, businessman, unmarried, son of Shri. Armando Pereira, holding PAN CARD NO: BNKPP5716J and 2. Ms. Ashwini Pereira aged 36 years, single, daughter of Mr. Armando Pereira, holding PAN CARD NO: AVXPP2944G, both residing at flat no 5 & 6, Pereira Building St-Inez, Panaji-Goa; hereinafter referred to as THE DEVELOPER/BUILDER (which expression shall, unless it be repugnant to the context or meaning thereof, shall include its successors, administrators and assigns) of the OTHER PART

ALL INDIAN NATIONALS

WHEREAS, there exists all that part and parcel of land admeasuring 1676 m2 bearing Sy. No. 70 Sub Division No. 1-E, with a residential house bearing H. No. 230/A as recorded by the Village Panchayat of Siolim – Marna, identified as SINDIACHI BATI situated at Siolim, within the limits of Village Panchayat Siolim, Taluka and Registration Sub- District of Bardez. District North Goa in the State of Goa; which property is described in the Office of Land Registrar of Bardez under no. 13768 of book B- 36 (New) and is enrolled in the Taluka Revenue Office under Matriz no. 719 of Siolim.

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AND WHEREAS, the VENDOR herein is the lawful owner in possession of the property described in detail in the Schedule I hereunder having purchased the same vide Deed of Sale dated 12/08/2015 which deed is duly registered before the Office of the Sub Registrar, Bardez Goa.

AND WHEREAS, vide order dated 11/04/2016 the office of the Collector, North Goa District, Panaji- Goa has granted conversion of use of land from agricultural into non- agricultural purpose, vide Case No. RB/CNV/BAR/AC-I/8/2016/143

AND WHEREAS, vide order dated 07/03/2016, bearing Ref. No. TPB/2056/S10/TCP-16-758 the office of the Senior Town Planner, Mapusa Goa, has granted permission in respect of the development of the property bearing Survey No. 70/1-E, Village Siolim hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the Health Department has granted NOC bearing No. PHCs/NOC/15-16/2012 dated 23/03/2016 for the proposed development.

AND WHEREAS, vide order dated 13/5/2016 bearing Ref. No. VPSM/2016-17/3/372, The Village Panchayat of Siolim, Bardez Goa, granted Construction License for the proposed residential development comprising of 28 apartments of 1 BHK residential units, for the construction of residential project under the name SHARAYU AURA.

AND WHEREAS, the Vendor has offered to sell the SAID PROPERTY to the Developer herein for a total consideration of Rs. 1, 70, 00, 000/- (Rupees One Crore Seventy Lakhs Only)

AND WHEREAS, the Vendor has incurred certain expenditure towards the property as he has paid Government taxes, licence fees, conversion sanad and other incidental charges which shall be recoverable on actuals separately from the Developer by producing the bills for the same.

AND WHEREAS, the Vendor has handed over documents of title relating to the SAID PROPERTY to the Developer, that the Developer is satisfied with the title of the SAID PROPERTY.

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AND WHEREAS, the Vendor has offered to sell and the Developer has agreed to purchase the SAID PROPERTY for a total consideration of Rs. 1, 70, 00, 000/- (Rupees One Crore Seventy Lakhs Only) based on the terms and conditions stipulated herein.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER: -

- The Builder/Developer has agreed to purchase the SAID PROPERTY FROM THE Vendor for a total sale consideration of Rs.1, 70, 00, 000/-(Rupees One Crore Seventy Lakhs only).
- The Builder/Developer has already paid to the Vendor a sum of
 Rs. 15, 000, 00/- (Rupees Fifteen Lakhs Only), on execution of this
 Memorandum of Understanding which amount the Vendor admits and
 acknowledges having received.
- 3. The Developer undertakes to pay the balance amount of Rs. 1, 55, 00, 000/- (Rupees One Crore Fifty Five Lakhs Only) within a period of 12 months from the date of execution of this Memorandum of Understanding.

 4. The Vendor hereby assures the Builder/Developer that there are no encumbrances/charges, lien or claims of any nature against the SAID PLOT and that the Vendor has absolute, clear and marketable title to the SAID PLOT and is lawfully entitled to alienate the same unto the Builder/Developer.
 - 5. The Developer by virtue of this Memorandum of Understanding has been granted irrevocable right to construct, sell and receive the consideration in its own name with respect to the apartments proposed to be constructed in the project identified as "Sharayu Aura" without any interference from the Vendor and in the manner they may deem fit. The Vendor undertakes to execute any document(s) that may be required to be executed by the Developer in favour of the Purchasers of the units to be constructed in the SAID PROPERTY.
- The Vendor shall not have any right, interest in the development so carried
 except to the extent that he has to receive the balance sale consideration
 from the Developer.
- That it is the responsibility of the Developer to carry out the construction as per the approved plan. That the cost of the entire development shall be

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borne by the Developer and that they shall recover the same from the Customers who are desirous of purchasing units in the residential complex.

- 8. It is agreed by and between the parties hereto that the legal possession of the SAID PROPERTY shall remain with the Vendor and that he shall part with the possession only on receiving the balance consideration.
- 9. It is agreed by and between the parties hereto that the Developer shall be solely responsible and liable for all legal, taxation, monetary or any other consequences that may arise from the development and sale of the aforesaid units and the Vendor shall have no direct or indirect involvement in any manner whatsoever save and except the right to receive the balance consideration.
- 10.0n the basis of this Memorandum of Understanding the Developer is entitled to carry out advertisements in the newspapers/internet/brochures and/ or advertise in any other manner for the scheme over the land mentioned in the schedule hereunder.
- 11. The Developer is entitled to measure the said property, fix the boundary and revise the plans if necessary at their own costs.
- 12. That all other sanctions, permissions, approval, revisions from the authorities concerned shall be obtained by the DEVELOPER at their own costs and expenses.
- 13. The property plan annexed hereto shall constitute integral part of this Memorandum of Understanding.
- 14. The Vendor shall not have right of any nature over any of the flats and shops including stilt/ open parking area and the DEVELOPER is entitled to use all the F.S.I which they are entitled after getting approval from the concerned authorities.
- 15. The DEVELOPER shall be entitled to sell the flats along with stilt/ open parking to be constructed by them on the said property to the prospective purchasers, tenants, leases, licensees etc. And for the purpose to enter into agreements or such other writing or documents. It is also agreed that the DEVELOPER shall be entitled to receive and retain with them all the moneys from the persons to whom the said premises /flats /stilt parking's

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are sold or allotted as the case may be in the building to be constructed by the DEVELOPER on the said property and to appropriate the same in such manner as the DEVELOPER deems fit and all such moneys received by the DEVELOPER from such persons belong to the DEVELOPER and will be received by them in their own account.

- 16.After the receipt of the full consideration by the VENDOR from the DEVELOPER, the VENDOR shall execute Deed of Conveyance as may be desired by the DEVELOPER in respect of the said property or portions thereof, as the case may be, in favor of a Co-operative Society or Societies or Association of persons or other body Corporate/Independent Persons who have agreed to acquire flats/shops/ etc. from the DEVELOPER but at the costs and expenses in all respects being borne and paid by the DEVELOPERS/Co-op Society/Association/Independent Persons including stamp duty and registration charges.
- 17. All disputes which may arise between the parties to this Memorandum of Understanding, whether in relation to the interpretation of the clauses and conditions of this Memorandum of Understanding, and /or, about the performance of these presents or concerning any act of omission or commission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this Memorandum of Understanding shall be settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996.

18. The Parties to this Memorandum of Understanding do not belong to SC/ST.

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SCHEDULE-I

WHEREAS, there exists all that part and parcel of land admeasuring 1676m2 bearing Sy. No. 70 Sub Division No. 1- E, with a residential house bearing H. No. 230/A as recorded by the Village Panchayat of Siolim — Marna, identified as SINDIACHI BATI situated at Siolim, within the limits of Village Panchayat Siolim, Taluka and Registration Sub- District of Bardez. District North Goa in the State of Goa; which property is described in the Office of Land Registrar of Bardez under no. 13768 of book B- 36 (New) and is enrolled in the Taluka Revenue Office under Matriz no. 719 of Siolim.

The SAID PLOT bearing Sy. No. 70/1- E is bounded as under:-

Towards the North: - Sy. No. 71/74 of Siolim.

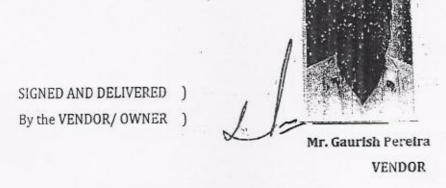
Towards the South: - Public Road

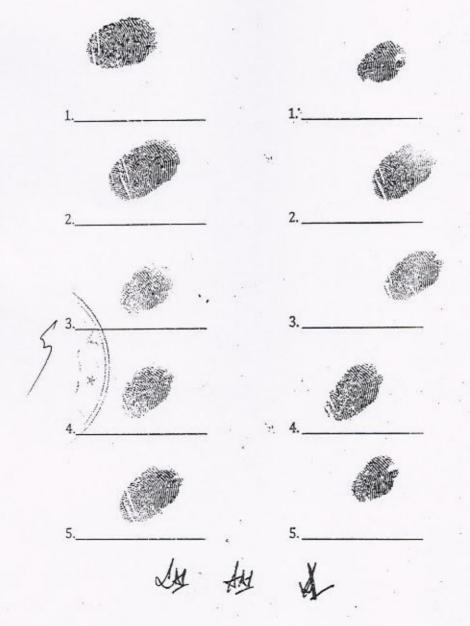
Towards the East: - Sy. No. 70/1- C and 70/2 (part of Siolim)

Towards the West: - Sy. No. 70/1-A of Siolim

IN WITNESS WHEREOF, the parties have executed and signed this Memorandum of Understanding, on the day, month and year, first above written, in the presence of two attesting witnesses

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Signed, Sealed and delivered by the

DEVELOPER

(MR.GAUTAM PEREIRA)
M/s GAUTAM SMART & VALUE
HOUSING CORPORATION

















Signed, sealed and delivered by the

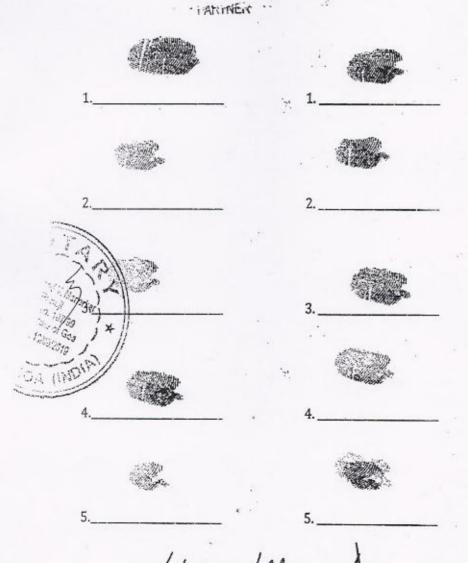
M/s. GAUTAM SHART & WALLE

DEVELOPER

Ashin Pera



(MS. ASHWINI PEREIRA)
M/s GAUTAM SMART & VALUE
HOUSING CORPORATION



WITNESSES

- 1. Prakaoh Kamble
- 2. Albert Jourado

Markle.



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whom I personally REAL CONTRACTOR CONTRACTOR

Regd. No. 4387.



GOVERNMENT OF GOA

Office of Inspector of Survey and Land Records

MAPUSA - GOA



Plan Showing plots situated at

Village : SIOLIM Taluka : BARDEZ

Survey No./Subdivision No.: 70/ 1-E

Scale: 1:1000

(Rajesh F. Parkuchelkar)
Inspects of Survey &
Land Records

235 PESSENDER (RS.2)

1-A

1-B

SURVEY No. 70

1 Part

1 Part

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Generated By: Swapnil B. Bhonsle (D' Man Gr II)

On: 03-09-2015

Compared By: Nitin M. Pikulkar (F.S.)



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PANALL GOA 403 901

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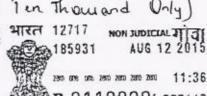
STAMP DUTY

Name of Purchaser GAURISH A- PERETRA



(hugers One lakh Ten Thomand Only) CITIZEN CREDIT CO-OF BANK LTD STEEL 12717 SURVEY NO. 125/2. PLOT NO. 158 NEAR TEEN BUILDING ALTO, PORVORIM RARDEZ - GOA - 403521

D-5/5YP(V)/C.R./35/34/2011-RD



Rs 0 1 1 0 0 0 0/- PB7 1 4 7

INDIA STAMP DUTY GOA

Name of Purchaser GAURISH PEREIRA



DEED OF SALE

THIS DEED OF SALE is made at Mapusa Goa



on this 12th day of August 2015 between (1)M/s. AMANDEEP MANN REAL ESTATE PVT. LTD. a Company incorporated under the Companies Act under no. CIN:U70100GA2008PTC0 05773 and having its registered Office at 1, Plaza Maria, Lilia, Behind St. Alex Church, Naika Vaddo, Calangute, Bardez Goa-403516 holding PAN Card no.AAICA9351K, herein represented by its Director Shri Augustus Monteiro, aged 47 years, married, Advocate, son of Shri Leo Jose Monteiro, residing at 306, Maria Lilia, Naika Vaddo, Calangute, Bardez Goa as authorized by resolution of the Board of Directors dated 04-08-2015 hereinafter referred to as the OWNER/VENDOR (which expression shall include his heirs, successors, representatives and assigns) of the ONE PART; AND (2) Shri Gaurish Pereira, aged 38 years, bachelor, in business, son of Shri Armando Pereira, holding PAN Card No. ASIPP4569P, residing at Pereira Building, St. Inez, Panaji Goa-403001 hereinafter referred to as the PURCHASER (which expression shall include his heirs, successors, representatives and assigns) of the OTHER PART

ATTICALS

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All Indian Nationals.

WHEREAS there exists a Plot of land admeasuring 1676m2 bearing Sy.no.70/1-E of Village Siolim along with a dwelling house bearing H.no.230/A standing therein identified as SINDIACHI BATI situated at Siolim, within the limits of Village Panchayat Siolim, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa; hereinafter referred to as THE SAID PLOT and is described in detail in the Schedule hereunder.

WHEREAS the SAID PLOT belonged to the Owner/Vendor hereto as having purchased the same under a Deed of Sale dated 21-01-2011 duly registered under Book I Document registration number BRZ-BK1-00379 2011, CD Number BRZD123 in the Office of Sub-Registrar Bardez, which Deed is registered in the Office of Sub-Registrar Bardez.

WHEREAS in the Deed dated 20-01-2011 the area of the said Plot was mentioned as 1825m2 being a part of Sy no 70 1 of Siolim; However subsequently by Order dated 11 / 2015 in case no. 15/345/2013/PART/LAND







the said Plot was partitioned and the area was specified as 1676m2 bearing Sy no.70/1-E.

WHEREAS the Owner/Vendor has thus represented to be the sole Owner in possession of the SAID PLOT.

WHEREAS the Owner/Vendor has now approached the Purchaser with an offer to sell THE SAID PLOT to the Purchaser and at the offer of the Owner/Vendor the Purchaser does hereby purchase the said Plot for a total consideration of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only).

NOW THIS CONVEYANCE WITNESSETH AS UNDER:-

1.- That in consideration of the amount of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs only) out of which an amount of Rs.1,10,000/- (Rupees One lakh ten thousand only) is deducted towards T.D.S for which the Certificate/Challan is produced on record; and the balance amount of rs.1,08,90,000/- (Rupees One crore eight lakhs ninety thousand only) paid by the Purchaser to the Owner/Vendor which amount the Owner/Vendor do hereby admit and acknowledge as received and of

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and from the same and every part thereof do hereby acquit, release and discharge the Purchaser, he the Owner/Vendors doth hereby grant, transfer, assign, assure and convey all the said plot more particularly described in the Schedule hereunder written TOGETHER WITH all trees, drains, ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, easements, advantages and apputtenances to the SAID PLOT belonging to and in anywise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, use, possession, claim and demand whatsoever of the Owners/Vendors into and upon the said Plot and every part thereof hereby granted and conveyed and expressed so to be UNTO AND TO THE USE OF THE PURCHASER forever, SUBJECT HOWEVER to payment of all taxes, rates, assessments, dues and duties hereafter to become due and payable to the Government or any other Local or Public Body in the manner aforesaid shall and may at all times hereafter quietly and peacefully possess and enjoy the SAID PLOT and receive the rents and profits thereof without any lawful

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eviction, interruption and claim and demand whatsoever from or by the Owners/Vendors or any person or persons lawfully or equitably claiming from, under or in trust for him AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the Owners/Vendors or any person or persons lawfully or equitably claiming any estate or interest in the SAID PLOT or any part thereof or part of the same shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the SAID PLOT UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be reasonably required.

2.- The Owner/Vendor has today put the Purchaser in unconditional exclusive and absolute, peaceful, vacant possession of the SAID PLOT to be held by the PURCHASER forever without any harm and/or hindrance from the Owner/Vendor and/or any person claiming through and/or on account of the Owner/Vendor, and the Owner/Vendor do hereby indemnify the Purchaser against all/any such claims of

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heirship or otherwise if made shall be settled by the Owner/Vendor alone at his own cost without disturbing the Title and possession of the PURCHASER.

 The Owner/Vendor hereby assure the PURCHASER that there are no encumbrances/charges, lien or claims of any nature against the SAID PLOT and that the PURCHASER has absolute, clear and marketable title to the SAID PLOT and is lawfully entitled to alienate same unto the PURCHASER AND Owner/Vendor further assure the PURCHASER that all or any dues upto the date of execution of Deed of Sale pertaining to the SAID PLOT and levied by any central or local authority, whatsoever have been paid by the Owner/Vendor and any dues arising after the Deed of Sale shall be paid by the PURCHASER. At any later stage also, in case of dues being found to be payable for the period prior to the Deed of Sale, the same shall be paid by the Owner/Vendor without demur upon being informed by the Purchaser.

4.-The Owner/Vendor hereby covenant with the Purchaser as under:-



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(a)-That the SAID PLOT is free from encumbrances and claims of any nature whatsoever.

(b)-That the Title of the Owner/Vendor to the SAID PLOT is clear, valid and marketable and is subsisting and the Owner/Vendor is lawfully entitled to sell and alienate the same.

(c)-That as on this date the Vendors have not created any encumbrances and/or Third Party rights upon and to the the said House Property nor is the SAID PLOT the subject matter of any lis-pendens or order of attachment of Order of Injunction or any execution proceedings under any Judicial order nor is there any notice of Land Acquisition or any Government Department issued against the said property and nor that there are any dues, taxes and cess payable against the SAID HOUSE PROPERTY which can be recovered as the arrears under Land Revenue Act.

(d)-That the SAID PLOT hereby conveyed shall at all times hereafter be possessed and enjoyed by the Purchaser peacefully and quietly without any claim or

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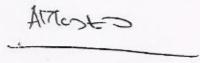


demand whatsoever from the Vendors or any other person whomsoever.

- 5.- The Owner/Vendor does hereby give his exclusive consent and no objection to the PURCHASER to get Mutation Proceedings conducted in the survey records of rights and get the name of the PURCHASER recorded in the Survey Record of Rights by deleting the name of the Owner/Vendor.
- 5.- The Owner/Vendor declares that the subject matter of this Sale Deed does not pertain to the occupancies belonging to Schedule Caste and Schedule Tribe.
- 6.- The present fair market value of the SAID PLOT is Rs.1,10,00,000/- and as such Stamp duty of Rs.5 £0,000/- is affixed hereto which is borne by the PURCHASER

SCHEDULE

A II that part and parcel of land admeasuring 1676m2 bearing Sy.no.70 Sub-Division no.1-E, with a residential house bearing H.no.230/A as recorded by the Village Panchayat of Siolim-Marna, identified as



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SINDIACHI BATI situated at Siolim, within the limits of Village Panchayat Siolim, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa; which property is described in the Office of Land Registrar of Bardez under no.13768 of book B-36 (New) and is enrolled in the Taiuka Revenue Office under Matriz no.719 of Siolim.

The SAID PLOT bearing Sy.no.70/1-E is bounded as under:-

Towards the North:-Sy.no.71/74 of Siolim.

Towards the South:-Public Road.

Towards the East :-Sy.no.70/1-C and 70/2 (part of Siolim.

Towards the West: - Sy.no.70/1-A of Siolim.

IN WITNESS WHEREOF the Parties hereto have set their hands on the day and year first hereinabove mentioned.

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SIGNED AND DELIVE-RED By the Party of the Owner/Vendor in the Presence of witnesses,



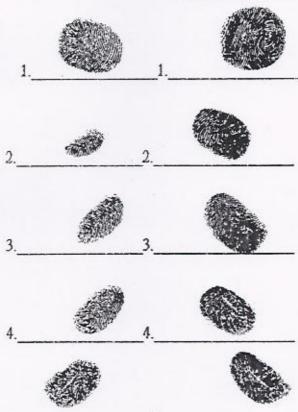
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M)s A mandeep Magazeteal Estate Pvt. Ltd.

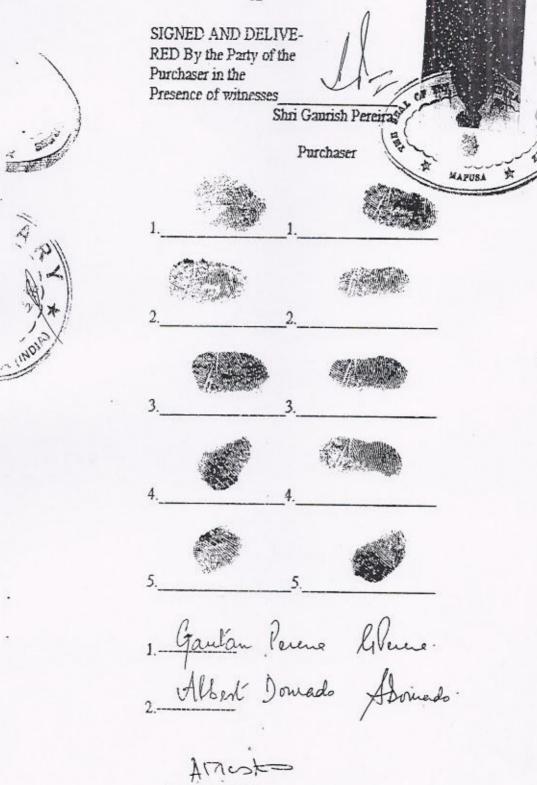
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OWNER/VENDOR



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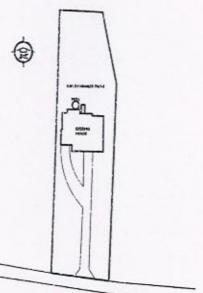
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Plan showing plot situated at Village: Siolim Taluka: Bardez Survey No./Subalvision No.: 70/1E

Scale 1:1000

Area of Plot: 1676 Sq.Mtrs.



AMANDEEP MANN REAL ESTATE PVT. LTD.

AUTHORISED SIGNATORY

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time: 12-08-2015 12:38:13 PM

Document Serial Number: 3698

Presented at 11:53:00 AM on 12-08-2015 in the office of the Sub-Registrar (Bardez) Along with fees paid as

eu NO	Description	Rs. Ps
10	Registration Fee	440000.00
3/2	Processing Fees	220.00
שינו	Total:	440220.00

A (Stamp Duty Required:

550000.00

Stamp Duty Paid: 550000.00

Gaurish Pereira presenter

Name	Photo	Thumb Impression	Signature
Gaurish Pereira, s/o Shri. Armando Nereira , UnMarried, Indian, age 38 Years, Business, r/o Pereira Bldg., St. Inez, Panaji, Goa. 403001. PAN No. AS!PP4569P.			

Endorsements

Executant

 Augustus Monteiro, s/o Leo Jose Monteiro, Married, Indian, age 47 Years, advocate, r/o 306, Maria Lilia, Naika Vaddo, Calangute, Bardez, Goa. The Director of M/s Amandeep Mann Real Estate Pvt. Ltd, vide Board Resolution dated 04/08/2015, having registered office at 1, Plaza Maria, Lilia Behind St. Alex Church, Naika Vaddo, Calangute, Bardez, Goa. 403516. Company PAN'No. AAICA9351K.

Photo	Thumb Impression	Signature
		ATTORES

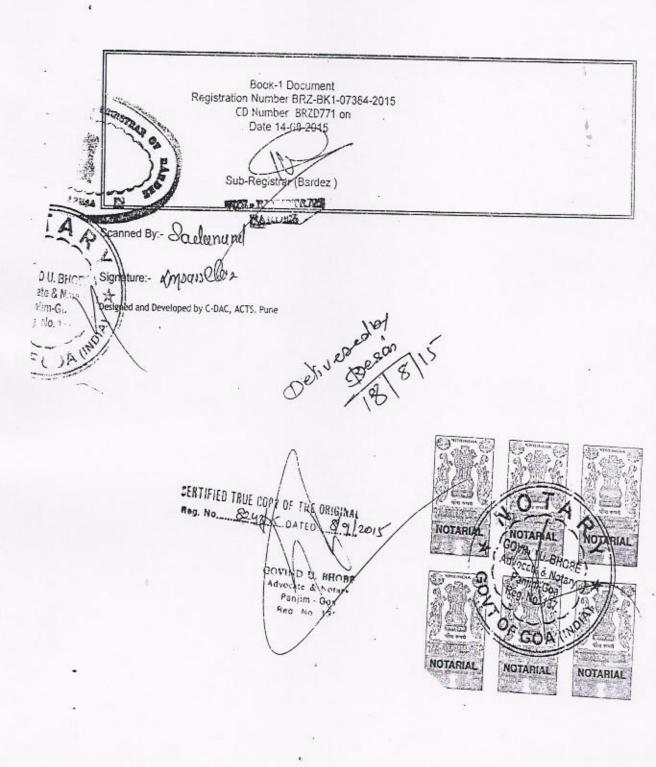
2. Gaurish Pereira, s/o Shri. Armando Pereira, UnMarried,Indian,age 38 Years,Business,r/o Pereira Bldg., St. Iñez, Panaji, Goa. 403001. PAN No. ASIPP4569P.

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9		Witness Details	Signature
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			Sub-Registra
			/ -

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Signature:- Magnellor

Designed and Developed by C-DAC, ACTS, Pune



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Original Copy

FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR, TALUKA BARDEZ REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 21/Jan/2011 12:57 PM

Receipt No:

4371

Date of Receipt: 21/Jan/2011

Serial No. of the Document: 375

Nature of Document: Sale

Received the following amounts from Sri Gurnek Singh Mann for Registration of above Document in Book-1 for the year 2011

		Rs.Ps
Registration Fee		105000.00
Processing Fees		
1		200.00
	Total:	105200.00
Amount in words: Rupees One Lakh Five T	housand Two Hun	dred Only.
Probable date of issue of Registered Document:	11 6	2
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Please handover the Registered Document letter	MERNIREALDES	FATE PVT. LTD
Name of the Person Authorized:	I Si	3 (2
Specimen Signature of the Person Authorized	DEFECTOR	the Presenter
TO BE FILLED IN AT THE TIME OF HANDING OVER OF	REGISTERED DOC	INCHT
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Date: 07/03/2016

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OFFICE IN CHARGE LAND RECORDS VIDE GOVERNMENT ORDER 26/1/2001 RD (7376) dated: 22/10/2001 Ethinx Inform Private Limited Date of Issue Place Panaji - Goa



GOVERNMENT OF GOA

Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MAPUSA - GOA



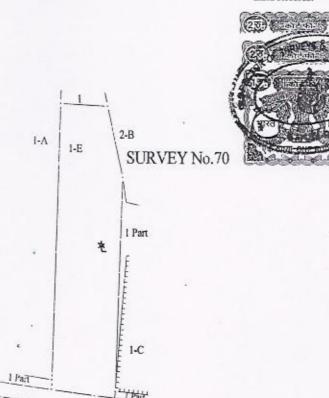
Plan Showing plots situated at

Village : SIOLIM Taluka : BARDEZ

Survey No./Subdivision No.: 70/ I-E

Scale: 1:1000

(Rajesh R. Pai Kuchelkar) Inspector of Survey & Land Records



Generated By: Swapnil B. Bhonsle (D' Man Gr Ii)

On: 03-09-2015

Compared By: Nitin M. Pikulkar (F.S.)

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