

	Herenha arah SINIDI(A)
गोवा GOA	Serial No. 6050 Place of vendor, Porvorim - Goa. Date 14/08/2021 626592
a de la companya de l	Name of Purchaser Sun Estates Deudoper
	Residence Name of Teather
TAR	Purpose Constant of Durchaser
S LM Galkika	The Gadgebasa Multipurpose Co-op. Sty. Ltd. ** IC No. AC/STP/VEN/07/2019. Dt. 10/10/2019
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CONT. OF GO	MEMORANDUM OF UNDERSTANDING
	This MEMORANDUM OF UNDERSTANDING (MOU)
	is executed at Candolim, Bardez, Goa, on this 8th day of
	November in the year 2021;
	BETWEEN
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(1) MR. AGNELO JOHN NAZARETH, son of Peter Nazareth, aged 58 years, married, occupation Retired, holding PAN Card bearing No. 1. Aadhar Card bearing No. 1. Aadhar Card bearing No. 1. Aadhar Card bearing No. 1. Annual Nazareth, daughter of Hary Anthony Saloman, aged 50 years, married, housewife, holding PAN Card bearing No. 1. Aadhar Card beari

AND

ESTATES DEVELOPERS LIMITED LIABILITY SUN PARTNERSHIP, registered under LLP Identification No. AAN-1325 with Ministry of Corporate Affairs, Registrar, Goa, holding PAN Card bearing No. 22 22, having its Registered Office at H.No.331/3, Opposite Bank of India, Bhati Wada, Nerul, Bardez, Goa - 403114, duly represented by its Partners namely (1) MR. SURAJ alias SURAJDATTA SAGUN MORAJKAR, son of late Sagun Morajkar, aged 50 years, having DIN 02575853, holding PAN Card bearing No. Asset of the having Aadhar card bearing No. 16 2. and (2) MRS. SANJANA SURAJDATTA MORAJKAR, daughter of Krishna Tulsulkar, aged 48 years, having DIN (***), holder of Pan Card bearing No. / ** 3261, and Aadhar card bearing No. 750 , both Indian National and both presently residing at H.No.1679-A, Saipem, Near Volley Ball Court, Candolim, Bardez, Goa - 403516. Hereinafter referred to as the "DEVELOPER/PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administers, legal representatives, successors and permitted assigns) of the SECOND PART

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This MOU records the oral understanding arrived between the parties which is transcribed herein below.

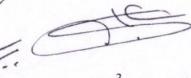
The Owners/Vendors represent to the Purchaser as follows:-

WHEREAS there exists a property identified as 'Badem' admeasuring 1248 m2 bearing Survey No. 55/4 of Village Assagao situated at Assagao, within the limits of Village Panchayat Assagao, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa. This property forms part of a larger property bearing Survey No. 55/4 admeasuring a total area of 2200 sq. mts. This Property is more particularly described in SCHEDULE-I hereunder and shall hereinafter be referred to as "THE SAID PROPERTY".

AND WHEREAS the Said Property described under item No. 3 was allotted to Mr. Agnelo John Nazareth vide Provisional chart of Allotment at Exhibit - 49 and the same was confirmed by the Final Chart of Allotment at Exhibit - 50 vide Order dated 03/07/2017 passed in Inventory Proceeding No. IP/485/2013/B by Ad-hoc Additional Senior Civil Judge 'B' Court, Mapusa, Goa.

AND WHEREAS pursuant to Order dated 03/07/2017 passed in the aforesaid Inventory Proceeding Mutation was carried out by Mr. Agnelo John Nazareth and his name was recorded in the Occupant's column of Form I & XIV of Survey No. 55/4 of Assagao Village vide Mutation Entry No. 60701.

AND WHEREAS in pursuance to the Order passed in the aforesaid Inventory Proceeding, Mr. Agnelo Nazareth and his wife became the absolute and lawful owners in possession of the said Property.





AND WHEREAS that there are no Mundkars and/or tenants in respect of the Said Property and that the Said Property is in direct possession of the Owners/Vendors herein.

That the Owners intend to sell the portion of the Said Property admeasuring 1100 sq. mts. only subject to the terms and conditions stipulated herein under. The specific portion of 1100 sq. mts. is delineated in red ink and shall be hereinafter referred to as the "Said Plot".



That believing the said representations made by the Owners/Vendors, the Purchaser who is involved in the business of construction and development of properties and who is a reputed Developer in the State of Goa has approached the Vendors to purchase and develop the Said Plot.

That considering the unique development projects undertaken by the Purchaser, the Owners have agreed to sell the said Plot to the Developer for a total consideration of Rs.3,00,00,000/- (Rupees Three Crores Only), which is the present market value of the Said Plot on mutually agreed terms and conditions which are recorded herein under.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

1. That in consideration of payment of a sum of Rs. 3,00,00,000/(Rupees Three Crores Only), agreed to be paid by the Developer/ Purchaser to the Owners/ Vendors in the manner hereinafter stipulated, the Owners hereby agree to sell, transfer and or convey unto the Developer/ Purchaser all that part and parcel of the Property identified as 'Badem' admeasuring 1100m² bearing Survey No. 55/4 of Village Assagao situated at Assagao,

within the limits of Village Panchayat Assagao, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa free from encumbrances and/or defect in title unto the Purchaser, TO HAVE AND TO HOLD the same as absolute Owner thereof. This plot forms part of a larger property bearing Survey No. 55/4admeasuring a total area of 2200 sq. mts. and is more particularly described in SCHEDULE-II hereunder and shall hereinafter be referred to as "THE SAID PLOT".



- a) That a Cheque bearing No. 006906 drawn on Goa State Co-op Bank Verem Branch for Rs.5,00,000/- (Rupees Five Lakhs Only) paid in favour of Mr. Agnelo John Nazareth on 24/11/2020 receipt of which is acknowledge by the Vendor No. 1.
- b) That an amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) is paid in favour of Mr. Agnelo John Nazareth at the time of execution of this present MOU in the following manner:
 - i. A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) vide cheque bearing No.220126, drawn on Axis Bank, dated 08/11/2021;
 - ii. A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) vide cheque bearing No.220127, drawn on Axis Bank, dated 08/11/2021;
 - iii. A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) vide cheque bearing No. 220128, drawn on Axis Bank, dated 08/11/2021;
 - iv. A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) vide cheque bearing No. 220129, drawn on Axis Bank, dated 08/11/2021:
 - v. A sum of Rs.9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only) vide cheque bearing No. 220130, drawn on Axis Bank, dated 08/11/2021;

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The Developer/Purchaser shall pay an amount of Rs.50,000/- (Rupees Fifty Thousand Only) towards TDS of 1% on Rs.50,00,000/- (Rupees Fifty Lakhs Only), in terms of the provisions of The Income Tax Act. The necessary TDS Certificate shall be issued to the Owners/Vendors in due course of time.

The Owners/Vendors shall hand over the possession of the Said Plot immediately upon execution of the present MOU except the occupation of the residential house. The Developer/Purchaser shall commence the work of construction activities in the Said Property immediately after execution of this MOU.

- c) The Vendor No. 2 i.e. Mrs. Rose Ann Nazareth has no objection to the consideration being received by vendor No. 1 who is her husband on her behalf.
- d) That an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) will be paid by Purchaser/Developer to the Owners/ Vendors within 30 days from the signing of the present MOU. The Vendors shall vacate the house occupied by them within 7 days of receipt of the amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) referred herein above.
- e) That an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) will be paid by the Developer/ Purchaser to the Owners/ Vendors on obtaining Conversion Sanad, Technical Clearance from the Town & Country Planning Department and Construction Licence from the Village Panchayat of Assagao Bardez Goa.

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- f) And the Balance Amount of Rs. 2,00,00,000/- (Rupees Two Crores Only) will be paid in kind basis, that is 2 (Two) Villas admeasuring 170 sq. mtrs each totally admeasuring 340 sq. mtrs with Modular Kitchen, Air Condition and as per the specification provided & agreed herein, the specification has been attached to this agreement in SCHEDULE-III.
- g) The Owners/ Vendors shall have No Objection to the Developer/ Purchaser to construct /develop the remaining two houses to be constructed in the Said Plot for his prospective buyers.
- It is further agreed between the parties that the Developer/ Purchaser shall be responsible for obtaining the Conversion Sanad, Technical Clearance from the Town & Country Planning Department and construction licence from the Village Panchayat of Assagao, Bardez, Goa.
- 3. The Owners/ Vendors shall on execution of this MOU, execute a General Power of Attorney in favour of the Developer/ Purchaser and/or his nominee, to sign all the Applications, Plans, Papers, etc., and to appoint Architect and to do other acts, deeds and things so as to obtain necessary permissions from the competent authorities under the provisions of the prevailing relevant laws for the development of the said Plot.
- 4. The Developer/ Purchaser shall make an endeavour to complete the construction of the two villas which form the part of the consideration under the present MOU within a period of 2 years from the date of execution of the present MOU.

- The Owners/ Vendors shall retain the roofing material upon demolition of house in the Said Plot.
- 6. It is mutually agreed between the parties that the Developer/
 Purchaser shall pay to the Owners/ Vendors an amount of Rs.

 3,00,000/- (Rupees Three Lakhs Only) towards one time rent
 to be paid by the Owners/Vendors for their alternate
 accommodation till the 2 (Two) Villas are handed over by the
 Developer/Purchaser to the Owners/Vendors under this
 agreement. This amount of Rs. 3,00,000/- (Rupees Three
 Lakhs only) shall be paid within 15 days from the date of
 execution of the present MOU.
- 7. It is further agreed between the parties that in the event the 2 (two) villas are not completed within the stipulated period of 2 years an additional time of 2 months will be granted. However if the villas are not handed within the extended period of 2 months, the vendor will be entitled for additional compensation of Rs. 18,000/- per month from the 27th month of the present MOU apart from the one time Rent of Rs. 3,00,000/- (Rupees Three Lakhs only) stipulated hereinabove.
- 8. The Developer/ Purchaser hereby agree to construct the aforesaid 2 (Two) villas specified in *Clause 1(f)* in the present MOU in terms of the plan which is annexed hereto. This plan shall form the integral part of the present MOU. (*Plan is attached herewith*)
- 9. The Developer/ Purchaser shall construct the 2 (Two) villas stipulated in *Clause 1(f)* in Plot A admeasuring 309 sq. mts. as depicted in the attached plan and also shall provide parking facilities for each of the two villas.

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- 10. The Developer/ Purchaser shall also construct a compound wall in order to separately identify Plot A admeasuring 309 sq. mts. in the Said Plot and also make an endeavour to provide the existing house number i.e. 610.
- 11. It is hereby agreed between the Parties that there exists a well in the said plot which shall be retained by the Owners/ Vendors. The Developer/ Purchaser shall make an endeavor to maintain a well clean and operational. It is made clear that the Developer/Purchaser and or any person, claiming from them shall be entitled to use the said well without any obstruction and interference from the Owners/Vendors.
- 12. The Owners/ Vendors hereby agree to furnish all the title documents with respect to the Said Property which are in the possession of the Owners at the time of execution of the present MOU in order to enable the Developer/ Purchaser to verify the marketable title to the Said Property.
- 13. The Developer/ Purchaser shall conduct a Title search with respect to the Said property within a period of 30 days from the date of signing of the present MOU and convey in writing to the Vendors/ Owners about the marketable title of the said property.
- 14. In the event the Developer/ Purchaser is not satisfied with the title or the documents furnished by the Owners/ Vendors, the Developer/ Purchaser is entitled to terminate the MOU within a period of 60 days from the date of signing of the present MOU and the Owners/ Vendors shall refund the amount received under this MOU including the amount of Rs. 5,00,000/- (Rupees Five Lakhs only) received vide MOU dated 24/11/2020 to the Developer/ Purchaser within 30 days from the date of such termination.

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- 15. It is agreed between the parties that on the signing of this MOU, the Developer/ Purchaser shall be entitled to conduct survey of the Said Plot, to enable the Developer/ Purchaser to commence due diligence of the Said Plot and, the Developer/ Purchaser shall also be entitled to issue public notice, inviting objections from general public as part of due diligence.
- 16. Upon the Developer/ Purchaser being satisfied with the title of said property being certified by advocate of the Developer/ Purchaser, the Vendors at the instance of the Developer/ Purchaser shall execute an Agreement for Sale and development in respect of the Said Plot in favour of the Developer/ Purchaser.
- 17. The Owners/ Vendors have not executed any MOU with the third party except MOU dated 24/11/2020 with the Developer/ Purchaser which also stands terminated today on account of execution of the present MOU.
- 18. That in consideration of purchase of the Said Plot by the Developer/ Purchaser, the Owners/ Vendors hereby agree to transfer and/ or convey the Said Plot unto the Developer/ Purchaser and/or his nominees, free from any encumbrances and/or defect in title, subject to the consideration including the possession of the 2 (Two) villas to be paid by the Developer/ Purchaser in terms stipulated herein above. It is clarified that the Sale Deed will be executed only after the possession of the Villas are handed over to the vendors.
- 19. Deed of Sale in respect of the Said Plot shall be executed upon compliance of all stipulations contained herein within the time specified hereinabove.

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- 20. Time is essence for the Owners/Vendors as well as the Developer/ Purchaser. The Developer/ Purchaser shall abide by the time schedule for completing the project in the Said Property and handing over the Said 2 (Two) Villa to the Owners/ Vendors after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.
- 21. Either of the parties shall be entitled for specific performance of the terms and conditions of the oral agreement which is transcribed in this MOU.

 The parties herein have signed this MOU in token of correctness of the contents contained herein.

SCHEDULE I

(Description of the said Property)

All property admeasuring 1248 m2 bearing Survey No. 55/4 of Village Assagao identified as 'Badem' situated at Assagao, within the limits of Village Panchayat Assagao, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa;

The SAID PROPERTY is bounded as under:-

On the North: By public Road

On the South: Property bearing survey No. 55/7

On the East: Property bearing survey No. 55/4-A

On the West: By Public road (55/3)

SCHEDULE - II

(SAID PLOT)

All plot admeasuring 1100 sq. mtrs. out of the 1248 sq. mts. bearing Survey No. 55/4 of Village Assagao identified as 'Badem' situated at Assagao, within the limits of Village Panchayat Assagao, Taluka and Registration Sub-District of Bardez, District North Goa in the

State of Goa;

The SAID PROPERTY is bounded as under:-

On the North: By public Road

On the South: Property bearing survey No. 55/7

On the East: Property bearing survey No. 55/4-A

On the West: By Public road (55/3)

(Plot Plan attached)

SCHEDULE - III (VILLA SPECIFICATIONS)

STRUCTURE:-

 Earthquake resistant RCC framed structure of minimum M 20 Grade concrete.

SUPER STRUCTURE:-

- External masonry in 230 mm thickness laterite stones or 200 mm thickness blocks; Internal masonry in single brick/laterite stone of minimum 100 mm thickness.
- External plaster is or two coats cement plaster of 320 mm thickness; Internal plaster will be of one coat of cement plaster of 12 mm thickness and 2nd coat in POP.
- Anti-termite treatment at the plinth level.

MOISTURE PROTECTION:-

- Waterproofing over terraces, flat slabs and sloping roofs.
- Damp proofing at the plinth level.

DOORS & WINDOWS:-

- Entrance door
- Polished teak wood frame and shutter.
- Internal doors Polished teak wood frame with flush door

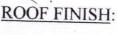
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shutter and natural veneer finish on outer side and laminatefinish on inner side.

- External doors & windows will be aluminium powder coated.

FLOORING:

- Flooring will be of Vitrified tiles (Basic rater of tiles Rs.1000/-sqmt)
- Bathroom dado will have vitrified tiles upto ceiling height.
 (Basic rates of tiles Rs.1500/sqmt)



Sloping roof of the structure will be covered with Mangalore tiles.

KITCHEN:

- Modular Kitchen with Granite counter top as per designer with Hob, Chimney and stainless steel sink. (Kitchen Budget 2 lac).
- Provision for water purifier.

BATHROOM:

- Superior make water-closets, wash basins with premium quality basin mixers, shower heads and hand shower (Kohler & Jaquar or equivalent).
- Bathroom Counter as per Designer with Natural Stone (Basic rate Rs.1500/-.

RAILING:

- Designer MS railing for balconies & staircase (AS per design)

ELECTRICAL:

- Concealed wiring with PVC insulated copper wires and modular switches (Legrand or Equivalent brand).
- 3 phase power supply will be provided.

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PLUMBING:

- Internal plumbing will be concealed with UPVC and CPVC or Astral make or equivalent.
- Common sump with individual loft tank for water supply system to ensure sufficient water supply.

HVAC:

 Provision for split air-conditioning system in bedrooms, living and dining rooms along with Daikin Brand AC.

PAINTING:

- Internal walls and ceiling Internal Acrylic emulsion (Royale of Asian paints).
- External walls –External emulsion (Apex Ultima of Asian paints)/textured pain in selected areas (as per design).

SECURITY:

- Compound wall with a gate will be provided.
- CCTV will be provided for common areas.

BACKUP:

- Provisions for Inventory will be provided.

COMMUNICATIONS:

Provision for Telephone points in bedrooms and living room,
 TV connection in all bedrooms, living, Wifi connection will be provided.

STRUCTURE:

Earthquake resistant RCC framed structure of minimum M 20
 Grade concrete.

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OPEN SPACES:

- Open spaces will have selected landscape, hardscape and paved driveway.
- Compound wall and gate to be provided.

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

SIGNED AND DELIVERED

By the within named First Parties

MR. AGNELO JOHN NAZARETH

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MRS. ROSE ANN NAZARETH

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SIGNED AND DELIVERED
By the within named Second Parties
SUN ESTATES DEVELOPERS
LIMITED LIABILITY PARTNERSHIP
BUILDER/DEVELOPER
PARTNER NO. 1

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Sont.







MR. SURAJ alias SURAJDATTA SAGUN MORAJKAR

GOA (IN

PARTNER NO. 2

MRS. SANJANA SURAJBATTA MORAJKAR





BEFORE ME

of Executing Parties: Barelo John Nazaveth. who is lare identified by 2) no Pose Ann Nazaveth. When I Know Personally. 16/11/101.

L. M. GAJINKAR NOTARY AT BARDEZ STATE OF GOA-INDIA

3) mr. suraj movajlu. 4)mn. sanjane s.

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GOVERNMENT OF GOA Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records

MAPUSA-GOA

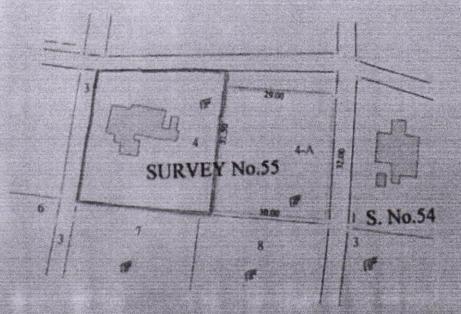
PLAN

OF THE LAND BEARING SUB DIV. No. 4 OF SURVEY NO. 55 SITUATED AT ASSAGAO VILLAGE OF BARDEZ TALUKA SHOWING THEREIN THE NEWLY FORMED SUB DIV. NO.4-A, VIDE CASE NO.15/400/2018/Part/Land DATED 13-01-2020 & MEMORANDUM DATED 30/06/2021 OFFICE OF THE DY. COLLECTOR & S.D.O, AT MAPUSA SUB DIVISION MAPUSA - GOA.

SCALE: 1:1000

AREA OF THE NEWLY FORMED SUB DIV. NO. 4-A952 Sq. Mis.

RAJESTLE PAI KUCHELKAR Survey And Land Records, y Survey , Mapusa.



ANTOSH CHODANKAR

Field Surveyor

YOGESH B. MASHELKAR

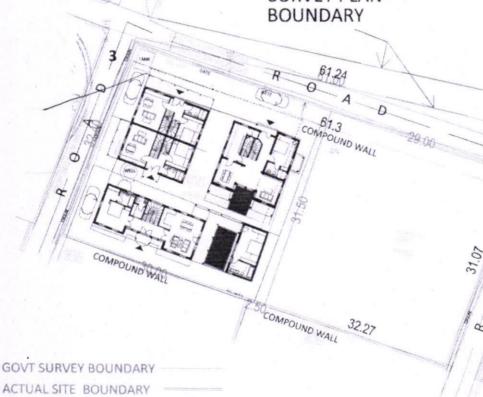
WISLE/MAPIPART/LAND/136/2020

PLAN SHOWING THE EXISTING BOUNDARIES OF SURVEY NO.55 / 4 PLOT LOCATED AT ASSAGAO VILLAGE OF BARDEZ TALUKA, NORTH GOA DISTRICT.

NORTH

10 mt 15 mt

SURVEY PLAN **BOUNDARY**



ACTUAL SITE BOUNDARY **ACTUAL ROAD ON SITE**

ROAD CENTER LINE

ROAD WIDENING LINE

3.00M SETBACK LINE (ground + first 7.60m height & 3.80m distance between two buildings)

SURVEY PLAN BOUNDARY AREA =2195.00 SQ.MT

AREA CONSIDERING INTERNAL SIDE OF

COMPOUND WALL=1915.00 sq.mt AREA CONSIDERING EXTERNAL SIDE OF

COMPOUND WALL=1972.00 sq.mt

ALL DIMENSIONS IN METRE VERTICAL CONTOUR INTERVALS=0.50 METRE LEGEND

JACKFRUIT TREE MANGO TREE

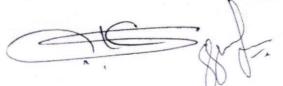
JUNGLE TREE ₩ COCONUT TREE

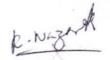
SG SAGWAN TREE

LEGEND

COMPOUND WALL ROAD **STRUCTURE** DRAIN

SURVEY PLAN BOUNDARY

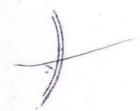


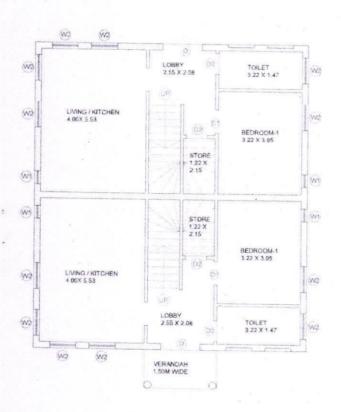


PLAN SHOWING THE EXISTING BOUNDARIES NORTH OF SURVEY NO.55 / 4 PLOT LOCATED AT ASSAGAO VILLAGE OF BARDEZ TALUKA, NORTH GOA DISTRICT. SCALE 1: 1000 10 mt 15 mt SURVEY PLAN **BOUNDARY** COMPOUND WALL COMPOUND WALL COMPOUND WALL 32.27 **GOVT SURVEY BOUNDARY** ACTUAL SITE BOUNDARY **ACTUAL ROAD ON SITE ROAD CENTER LINE** ROAD WIDENING LINE 3.00M SETBACK LINE (ground + first 7.60m height & 3.80m distance between two buildings) SURVEY PLAN BOUNDARY AREA =2195.00 SQ.MT AREA CONSIDERING INTERNAL SIDE OF LEGEND LEGEND COMPOUND WALL COMPOUND WALL=1915.00 sq.mt JACKFRUIT TREE AREA CONSIDERING EXTERNAL SIDE OF ROAD MANGO TREE COMPOUND WALL=1972.00 sq.mt STRUCTURE **新 JUNGLE TREE** ALL DIMENSIONS IN METRE DRAIN 樂 COCONUT TREE **VERTICAL CONTOUR INTERVALS=0.50 METRE** SAGWAN TREE SURVEY PLAN BOUNDARY x cl Wagareth

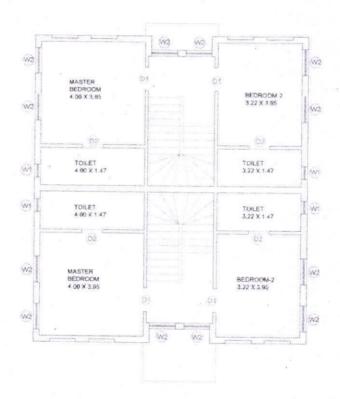
PROPOSED 6 00M WIDE ROAD PROPOSED 10 00M WIDE ROAD SITE PLAN (SCALE 1:500) PROPOSED 6 00M WIDE ROAD Mazalett Kinizanh

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GROUND FLOOR PLAN



FIRST FLOOR PLAN

el Nozareth R. Nozak

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