

THIS AGREEMENT OF CONSTRUCTION is made at Panaji, Goa, on this 26th day of December, 2017;

### BETWEEN

M/S. ASHRAY REAL ESTATE DEVELOPERS, a Partnership Firm, registered under the Indian Partnership Act 1932, with its registered office at Office No. 2, 2<sup>nd</sup> floor, Landscape Shire, Caranzalem, Panaji - Goa, having PAN Card No. AAMFA9760F, represented in this act by its Partners:

- Mr. GIRISH RAGHA, s/o Mr. Laxman Ragha, 47 years of age, holding PAN Card bearing No. AFAPR0792K and:
- Mrs. ASHWINI RAGHA, w/o Mr. Girish Ragha, 44 years of age, holding PAN Card bearing No. ADIPR2450E and represented herein through her attorney Mr. GIRISH RAGHA, duly constituted vide power of attorney dated 30th July, 2008, executed before the Notary Mrs. Meera Medhekar, under registration No. 4525 on 08-08-2008;

both residents of Kaivallya, 17/407/C3, 2nd floor, Near Models Status, Taleigao, Goa and hereinafter referred to as the 'FIRST PARTY' (which expression shall, unless repugnant to the context and meaning, mean and include its nominee/s, legal representatives, administrators and assigns) of the FIRST PART.

FAIR GREEN VENTURES LLP, registered under the Limited Liability Partnership Act, 2008 under No. AAL-4830, holding PAN Card bearing No. \_\_\_\_\_ and its registered office address at M1, H. No. 2-1-251, Godama Mansion, Nallakunta, Hyderabad, TG, 500044 and represented herein through its Authorized Partner: Mr. VENKATESHWAR REDDY PANYALA, 43 years of age, s/o Mr. P. Narayan Reddy, businessman, Indian National, holding PAN Card No. AHKPP4860E and resident of H. No: 2-1-251, Flat No.305, Lahari Apartments, Vegetable Market, Musheerabad, Nallakunta, Hyderabad, 500044, duly constituted vide resolution dated 23/12/2017 passed in the meeting of the Board of Directors on 23/12/2017, hereinafter referred to as the 'SECOND PARTY' (which expression shall, unless repugnant to the context and meaning, we mean and include its nominee/s, legal representatives, administrators, and assigns) of the SECOND PART.

#### AND

 Mr. BEETHOVEN JUVENAL RABINDRANATH PIEDADE COSTA MARTINS, major, s/o late Mr.
 Nicolau Joao Andre Francisco Miguel Martins, businessman and his wife;

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#### AND

Mrs. CARMEN LIZA CARVALHO E MARTINS, major, d/o Mr Jose Francisco Herculano Carvalho, businesswoman;

both Indian Nationals and residents of H. No. A-9, Sapana Heritage, Monte Hill Road, Margao, Salcete, Goa, hereinafter referred to as the 'CONFIRMING PARTIES' (which expression shall, unless repugnant to the context or meaning, mean and include their heirs, successors, legal representatives, administrators and assigns) of the THIRD PART.

WHEREAS there exists two properties bearing survey no. 146/14 (part) and 146/13 (part), totally admeasuring 5,034 Sq.mtrs, situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described under Schedule I hereunder written, delineated in red in the plan annexed hereto and hereinafter referred to as the 'SAID PROPERTIES' for brevity's sake.

AND WHEREAS the CONFIRMING PARTIES in order to develop the SAID PROPERTIES entered into an Agreement of Development dated 13-09-2017, executed before the Notary Adv. Linus Emmanuel under No. 2033/17 with the FIRST PARTY herein, hereinafter referred to as the 'SAID AGREEMENT', whereby the CONFIRMING PARTIES granted the FIRST PARTY right to develop the

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SAID PROPERTIES, hereinafter referred to as the 'SAID DEVELOPMENT'.

AND WHEREAS the FIRST PARTY is desirous of engaging the services of a SECOND PARTY for the purpose of constructing the SAID DEVELOPMENT at its exclusive cost and the SECOND PARTY having taking inspection of the SAID PROPERTY and the SAID AGREEMENT and the plans for the SAID DEVELOPMENT has agreed to the same, copies of the plans are annexed hereto.

AND WHEREAS the SECOND PARTY shall carry out the SAID DEVELOPMENT at its exclusive cost for a total consideration of 50% of the total built up area of the SAID DEVELOPMENT to be apportioned in the Apartments and in the balance built up area of the SAID DEVELOPMENT, the CONFIRMING PARTIES will be apportioned 1700 sq.m. in the apartments. Any left over built up area will be apportioned by the FIRST PARTY as per the terms of the SAID AGREEMENT dated 13-09-2017.

AND WHEREAS the FIRST PART shall continue to be vested with rights under the SAID AGREEMENT and the FIRST PARTY shall oversee the SAID DEVELOPMENT to ensure that there are no delays and that the SAID DEVELOPMENT is in compliance of the time schedules, facilitate the permissions, no objection certificates



including licensesfor the SAID DEVELOPMENT and shall facilitate the design of the SAID DEVELOPMENT including drawing of plans, specifications and sale of the premises in the SAID DEVELOPMENT.

AND WHEREAS the parties hereto have agreed to execute these presents on the following terms and conditions.

# NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- THAT IN PURSUANCE of the aforesaid Agreement 1. and in consideration of the allotment of 50% of the total built up area of the SAID DEVELOPMENT to be apportioned in the Apartments, the FIRST PARTY hereby agrees to appoint the SECOND PARTY for purpose of construction of the SAID the DEVELOPMENT in terms of the clauses hereunder and which built-up area to be allotted to the SECOND PARTY shall be delineated and demarcated in the architectural plans approved by the Village Panchavat which shall be duly signed by the parties hereto and shall form part of an addendum to this Agreement.
- The SECOND PARTY shall deposit a sum of Rs.
  5,00,000/- (Rupees Twenty five lakhs only) as

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refundable deposit for the SAID DEVELOPMENT, which shall be paid vide cheque bearing No. <u>09 1351</u> dated <u>31/01/2018</u> drawn on Bank of India., Sutton Bagaan Branch, Hyderabad in favour of the FIRST PARTY (the receipt whereof the FIRST PARTY does hereby admit and acknowledge), which deposit shall be refunded to the SECOND PARTY after completion of the RCC roof slab.

The SECOND PARTY shall construct the SAID DEVELOPMENT at its exclusive cost within a period of 24 months from the date of obtaining the construction license subject to an extension of 6 months and another 4 months is provided for construction necessary obtaining the licenses/permissions. The SECOND PARTY shall carry out the construction strictly in terms of the approved plans with good quality materials and the specifications detailed under Schedule II. The SECOND PARTY shall be solely responsible for the workmen and personnel at the construction site of the SAID DEVELOPMENT and shall be responsible and liable for any accident that may occur at the site.

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In the event the FIRST PARTY and CONFIRMING PARTIES desire any change in or addition to the specifications for its apartments in terms of Schedule II, the same may be incorporated/ executed by the

SECOND PARTY at such additional costs of the materials, plus labour and 15% towards profit and overheads, however such changes/additions, if any, shall be intimated in writing before the commencement of the specified works.

5.

It is agreed and understood by the SECOND PARTY that the SECOND PARTY shall be entitled to **50%** of the total built up area of the SAID DEVELOPMENT constituting its consideration for the construction of the SAID DEVELOPMENT and the SECOND PARTY shall not be vested with any right or interest in the SAID PROPERTIES nor claim to be in possession of the SAID PROPERTIES and shall enter the SAID PROPERTY under the license to the FIRST PARTY herein as a nominee of the FIRST PARTY.

- 6. On completion of construction and receipt of the Occupancy Certificate by the FIRST PARTY herein, the CONFIRMING PARTIESshall convey proportionate share of the SAID PROPERTIES corresponding to any unsold apartments of the SECOND PARTYon receipt of the Occupancy Certificate to the SECOND PARTY.
- It is agreed by and between the parties that the FIRST PARTYshall facilitate the application and obtaining of necessary permissions, approvals and

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licenses, required for the SAID DEVELOPMENT under the relevant laws, acts, rules and regulations from the Village Panchayat, North Goa Planning and Development Authority, Town and Country Planning Department and/or any other statutory body and/or authority and only thereafter that SECOND PARTY shall commence the construction of the SAID DEVELOPMENT strictly according to the terms and approvals granted by the concerned authorities.

The FIRST PARTY does agree with the SECOND PARTY that on execution of these presents the SECOND PARTY and its employees/personnel shall be entitled to enter upon the SAID PROPERTIES and survey, demarcate the land, excavate, fill and commence and execute construction works thereon and do all that is required for the structure of the SAID DEVELOPMENT under the license granted to the FIRST PARTY.

8.

9. It is agreed by the parties hereto that the FIRST PARTY shall continue to be vested with rights under the SAID AGREEMENT and the FIRST PARTY shall oversee the SAID DEVELOPMENT to ensure that there are no delays and that the SAID DEVELOPMENT is in compliance of the time schedules, facilitate the permissions, no objection certificates including licenses for the SAID



DEVELOPMENT and shall facilitate the design of the SAID DEVELOPMENT including drawing of plans, specifications and sale of the premises in the SAID DEVELOPMENTbut the cost of construction of the SAID DEVELOPMENT, infrastructure tax and such other necessary charges and expenses required to be borne for the construction on and development of the SAID PROPERTIES shall be borne exclusively by the SECOND PARTY.

- The SECOND PARTY being responsible for the construction shall register the SAID DEVELOPMENT under the RERA Act, 2016 and only then commence construction of the SAID DEVELOPMENT.
- The SECOND PARTY shall be solely liable in case of any wrong act, theft, accident, crime or any other incident arising in the SAID DEVELOPMENT and SAID PROPERTIES.
- 12. In the case of any disputes and differences between the parties hereto, the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and in case of disputes only the Courts in Goa shall have the jurisdiction.
- Any increase in the F.A.R shall inure to the benefit of all parties.

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 All notices to be served on the parties shall be deemed to be duly served if sent by registered post to the address mentioned above.

# SCHEDULE I

#### [SAID PROPERTIES]

1.

ALL THAT PROPERTY known as 'BHATLEM', admeasuring 4,737 Sq.mtrs, bearing survey no. 146/14 (part), situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described in the Land Registration Office under Description No. 10064 at page 168v of Book 26New not registered in the Taluka Revenue Office, bearing Old Cadastral No. 982 and is bounded as under:

On or towards the EAST:	by the property marked
	as 'R' for road widening
	and by public road;
On or towards the WEST:	by survey no. 146/13 &

	146/14(part);
On or towards the NORTH:	by survey no. 146/9 &
	146/11;

On or towards the SOUTH: by the public road.

 ALL THAT PROPERTY known as 'GHARBHATT MAICAVADDO', admeasuring 297 sq.mtrs, bearing survey no. 146/13 (part), situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of

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Pilerne, described in the Land Registration Office under Description No. 10064 at page 168v of Book 26New not registered in the Taluka Revenue Office, bearing Old Cadastral No. 982 and is bounded as under:

On or towards the EAST:

by survey no. 146/14 (part);

On or towards the WEST: On or towards the NORTH:

by the public road;

by balance portion of survey no. 146/13 (part);

On or towards the SOUTH: by the public road.

(The SAID PROPERTIES is delineated in red in the plan annexed hereto)

### SCHEDULE II

### [SPECIFICATIONS OF CONSTRUCTION]

 R.C.C framed structure In M25 Concrete with HYSD bars

 External Walls in 23 cm thick laterite/ Bricks/ Good concrete blocks

Internal walls in 10 cm. thick bricks/ concrete Blocks

- Exposed laterite/brick/pebble/tile cladding work on certain walls
- 5. External Plaster In cement mortar two coat
- External Plaster in cement mortar in two coats, internal plaster finished with plaster of paris of Gypsum Plaster



- 7. Waterproofing with 10 years warranty
- Good Quality flooring and walls tiles costing Rs.70/per sft
- Staircase steps in natural stone costing Rs.125/sft
- 10. Natural stone for the window ledges
- Natural stone like kota or equivalent stone for garage floor/stilt floor
- 12. Monier or equivalent roofing files
- Toilet wash basin, W.C., taps, of standard Jaguar or equivalent with stainless steel fittings like towel rod, glass shelf, and shower enclosure.
- 14. Wash basin counters with natural stone
- 15. External paint in apex ultima or equivalent
- 16. Internal Paint in plastic emulsion
- Main door in teakwood, Internal doors in flush Masonite doors or Flush doors finished with good polish and quality hardware
- Windows in UPVC/Anodised aluminium with good quality fittings
- 19. Modular kitchen cabinets with stainless steel sink
- 20. Fire resistant cables of finolex with Anchor Roma/Le Grand or equivalent electrical switches
- 21. TV points In all the rooms
- 22. Intercom facility from the main security cabin
- 23. Wiring for inverter/Generator
- 24. Common Swimming pool
- 25. Railings in M.S. Powder coated or Stainless Steel with toughened glass

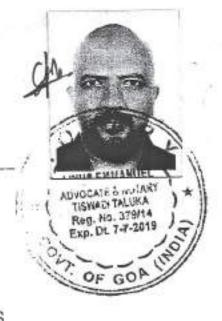
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- 26. Wooden deck tiling around pool
- 27. Stilt car parks facilities
- 28. Standard Make Light fixtures in the common areas
- 29. Planter and landscaping
- 30. Cobble Pavers/stone for Driveway
- Common utility rooms like office, store, caretaker room and toilet in the complex
- 32. CCTV at the main gate and in common areas
- 33. Drip irrigation system for plants

IN WITNESS WHEREOF the parties hereto have executed these presents on the date hereinabove mentioned.

SIGNED SEALED AND DELIVERED] BY THE PARTY OF THE FIRST PARTY]

Mr. GIRISH RAGHA for self & attorney holder of Mrs. ASHWINI RAGHA Partners M/s ASHRAY REAL ESTATE DEVELOPERS



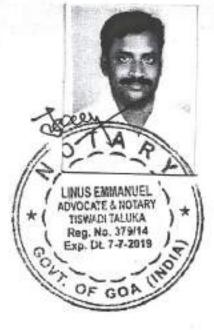




# SIGNED SEALED AND DELIVERED] BY THE WITHIN-NAMED SECOND PARTY]

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MR. P. VENKATESHWAR REDDY Authorized Partner FAIR GREEN VENTURES LLP



SIGNED SEALED AND DELIVERED] BY THE WITHIN-NAMED CONFIRMING PARTIES]

1. Rachi BIUS EMMANUEL ADVOCATE & NOTARY TIEVIADI TALUKA Mr. BEETHOVEN JUVENAL Reg. No. 375/14 RABINDRANATH PIEDADE COSTA RTINS-GC

Mrs. CARMEN LIZA CARVALHO E MARTINS

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Linus Emmanuel Advocate & Notary Tiswadi Taluka Reg. No. 379/14

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



2032/2017 भारतीय गैर न्यायिक INDIA NON JUDICIAL 5 13 भारत ONE THOUSAND RUPEES एक हजार रुपये **Rs.1000** रु.1000 209.12 80 (000 गोवा GOA 457020 LIBUST CALES NUTAR SIG. PURCHASER WOI TALUKA Mrs. Urmila S. Kamat Tarcar Lic.No. AC -STP-VEN/2000 NO79/14 Dt. 30-01-2001 AGREEMENT OF DEVELOPMENT Buch On 1

THIS AGREEMENT OF DEVELOPMENT is made at Panaji, Goa, on this 13<sup>th</sup> day of September, 2017;

#### BETWEEN

- Mr. BEETHOVEN JUVENAL RABINDRANATH PIEDADE COSTA MARTINS, major, s/o late Mr. Nicolau Joao Andre Francisco Miguel Martins, businessman and his wife;
- Mrs. CARMEN LIZA CARVALHO E MARTINS, major, d/o Mr Jose Francisco Herculano Carvalho, businesswoman;

both Indian Nationals and residents of H. No. A-9, Sapana Heritage, Monte Hill Road, Margao, Salcete, Goa, hereinafter referred to as the 'OWNERS' (which expression shall, unless repugnant to the context or meaning, mean and include their heirs, successors, legal representatives, administrators and assigns) of the ONE PART.

### AND

M/s ASHRAY REAL ESTATE DEVELOPERS, a Partnership Firm registered under the Indian Partnership Act, having its registered office at Office No. 2, 2<sup>nd</sup> Floor, Landscape Shire, Caranzalem, Goa, holding PAN Card No. AAMFA9760F and represented herein by its partners:

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- Mr. GIRISH RAGHA, s/o Mr. Laxman Ragha, 47 years of age, holding PAN Card No. AFAPR0792K, businessman, and;
  - Mrs. ASHWINI RAGHA, w/o Mr. Girish Ragha, 44 years of age, Architect, holding PAN Card No. ADIPR2450E and represented herein through her attorney holder Mr. GIRISH RAGHA, duly constituted vide power of attorney dated 30<sup>th</sup> July, 2008, executed before the Notary Mrs. Meera Medhekar, under registration No. 4525 on 08-08-2008;

both Indian Nationals and residents of Kaivaliya, 17/407/C3, 2nd floor, Near Models Status, Taleigao, Tiswadi, Goa, hereinafter referred to as the 'DEVELOPER' (which expression shall, unless repugnant to the context and meaning, mean and include the respective heirs of the partners, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS there exists two properties bearing survey no. 146/14 (part) and 146/13 (part), totally admeasuring 5,034 Sq.mtrs, situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described under Schedule I hereunder written, delineated in red in the plan annexed hereto and hereinafter referred to as the 'SAID PROPERTIES' for brevity's sake.

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AND WHEREAS the SAID PROPERTIES has come to be vested in the OWNERS herein vide (a) Deed of Sale dated 29-06-2017, registered under No. BRZ-BK1-02730-2017, CD Number BRZD788 on 29-06-2017; (b) Deed of Sale dated 29-06-2017, registered under No. BRZ-BK1-02731-2017, CD Number BRZD788 on 29-06-2017; both in the Office of the Sub-Registrar of Bardez, at Mapusa.

AND WHEREAS the DEVELOPER is desirous of developing the SAID PROPERTIES at its exclusive cost, which shall hereinafter be referred to as the 'SAID DEVELOPMENT' in consideration of the allotment of 1700 Sq.mtrs of super built-up area constituting Apartments in the SAID DEVELOPMENT to the OWNERS by the DEVELOPER herein.

AND WHEREAS the parties hereto have agreed to execute these presents on the following terms and conditions.

# NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

 IN CONSIDERATION of the aforesaid agreement and in pursuance of the allotment of 1700 Sq.mtrs of super built-up area constituting Apartments in the SAID DEVELOPMENT by the DEVELOPER to the

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OWNERS herein, the DEVELOPER shall carry out the SAID DEVELOPMENT in the SAID PROPERTY.

2. It is agreed by the parties hereto that the Apartments constituting the built-up area to be allotted to the respective parties shall be delineated and demarcated in the architectural plans approved by the Village Panchayat which shall be duly signed by the parties hereto and shall form part of an Addendum to this Agreement.

- The DEVELOPER shall deposit with the OWNERS a sum of Rs. 50,00,000/- (Rupees fifty lakhs only) as a refundable security deposit which has been paid as under:
  - a. Rs. 25,00,000/- (Rupees twenty five lakhs only) vide cheque bearing No 006091 dated 13/09/2017 drawn on HDFC Bank, Caranzalem Branch, on execution of these presents in favour of Mr. Beethoven Juvenal Martins
  - b. Rs. 25,00,000/- (Rupees twenty five lakhs only) vide cheque bearing No 006092 dated 27/09/2017 drawn on HDFC Bank, Caranzalem Branch in favour of Mrs. Carmen Liza Martins

(the receipt whereof the OWNERS do hereby admit and acknowledge)

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The DEVELOPER shall complete the SAID DEVELOPMENT at its exclusive cost within a period of 24 months from the date of obtaining construction license subject to an extension of 6 months. It is agreed however that the DEVELOPER shall be allowed a period of 6 months to obtain permissions to commence development and if the DEVELOPER fails to obtain the permissions within the aforesaid period of 6 months, this agreement shall stand cancelled and the OWNERS shall refund Rs. 45,00,000/- (Rupees forty-five lakhs only) of the refundable security deposit paid as above.

4.

- The DEVELOPER agrees to carry out the construction in terms of the approved plans with good quality materials. The specifications of the SAID DEVELOPMENT shall be in terms of Schedule II.
- 6. In the event the OWNERS desires any change in or addition to the specifications in terms of Schedule II, the same may be incorporated/ executed by the DEVELOPER at such additional costs of the materials, plus labour and 15% towards profit and overheads, however such changes/additions, if any, shall be intimated in writing before the commencement of the specified works.

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It is agreed by and between the parties that it shall be the responsibility of the DEVELOPER to obtain, at its exclusive cost, the necessary Conversion Sanad, permissions, approvals and licenses, required for the SAID DEVELOPMENT under the relevant laws, acts, rules and regulations from the Village Panchayat, North Goa Planning and Development Authority, Town and Country Planning Department and/or any other statutory body and/or authority and only thereafter the DEVELOPER shall commence the construction of the SAID DEVELOPMENT strictly according to the terms and approvals granted by the concerned authorities.

7.

8. The OWNERS do agree with the DEVELOPER that on execution of these presents the DEVELOPER and its employees/personnel shall be entitled to enter upon the SAID PROPERTIES and survey, demarcate the land, excavate, fill and commence and execute construction works thereon and do all that is required for the construction of the SAID DEVELOPMENT.

 The DEVELOPER shall bear all charges and expenses towards construction of the SAID DEVELOPMENT including infrastructure tax and such other necessary charges and expenses required to be borne for the construction of the SAID DEVELOPMENT.

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- 10. It agreed by the parties hereto that the proposed Deed of Sale for the undivided share in the SAID PROPERTIES corresponding to the Apartments constituting the built-up area of the DEVELOPER shall be executed in favour of the DEVELOPER or its nominee/s on completion of the construction of the Apartments constituting the built-up area of the OWNERS and after obtaining Occupancy Certificate from the Village Panchayat for the same. The DEVELOPER shall be entitled to sell the Apartments constituting the built-up area of the DEVELOPER and appropriate the Sale proceeds under the said Agreement/s and/or Deeds.
- 11. It is further agreed that the proposed purchaser/s of either the OWNERS' Apartments constituting the built-up area or the DEVELOPER'S Apartments built-up area constituting the being the nominees/assignees of the party hereto shall be entitled to all rights, common passages. proportionate share in the property, amenities etc and the prospective purchasers of the same shall be governed and shall observe and comply with the byelaws of the local Authorities or the Maintenance Society, as applicable and as may be laid from time to time.

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- 12. The OWNERS shall execute a Power of Attorney in favour of their nominee/s or Mr. GIRISH RAGHA, for the purpose of signing of all applications, affidavits, plans etc. for the purpose of getting approvals for construction of the SAID DEVELOPMENT in the SAID PROPERTY.
- The DEVELOPER shall be solely liable in case of any wrong act, theft, crime or any other incident arising in the SAID DEVELOPMENT and SAID PROPERTY.
- 14. It is agreed and understood between the parties hereto that during the currency of this agreement, possession of the SAID PROPERTIES shall always be vested with the OWNERS and the DEVELOPER is hereby granted license to enter upon the SAID PROPERTIES for the purpose of construction of the SAID DEVELOPMENT.
- 15. The OWNERS shall extend cooperation towards execution and registration of Agreements of Sale and/or Deeds of Sale in favour of the purchaser/s or the nominees of the DEVELOPER on instructions of the DEVELOPER and upon completion and handing over of the built up area to the purchaser, as and when requested by the DEVELOPER.



- 16. The OWNERS hereby declare that they have not created any charge, encumbrance or lien on the SAID PROPERTIES nor is the SAID PROPERTIES subject matter of any litigation or acquisition and that they shall not create any charge, encumbrance and/or lien on the SAID PROPERTIES and shall keep the SAID PROPERTIES free from any and all encumbrances, charges or lien during the currency of this Agreement and shall indemnify and keep indemnified the DEVELOPER against any defect in title.
- 17. The DEVELOPER shall not be liable for delay in the SAID DEVELOPMENT due to any Act of God, Force Majeur, non-availability of construction material or due to any notice/order/Rule of any Authority beyond the control of the DEVELOPER and the DEVELOPER shall be entitled to such reasonable extensions of time as may be necessary to complete the construction of the SAID DEVELOPMENT.
- 18. In the case of any disputes and differences between the parties hereto, the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and in case of disputes only the Courts in Goa shall have the jurisdiction.

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- In the event of any increase in the F.A.R, the Apartments constituting the built-up area to be allotted to all the parties shall correspondingly increase.
- 20. The OWNERS shall bear their respective costs, charges and expenses towards stamp duty, registration fees, GST, infrastructure tax and all other taxes and levies/cess in respect to their Apartments constituting their 1700 sq.mtrs of super built-up area under this Agreement.
- 21. This Agreement comprises the entire agreement between the parties and shall supersede any earlier oral or written agreement or any other writing in the matter. Any amendment to this Agreement shall be in writing and signed by the parties hereto.
- 22. All notices to be served on the parties shall be deemed to be duly served if sent by registered post to the addresses mentioned above.

#### SCHEDULE I

#### [SAID PROPERTY]

ALL THAT PROPERTY known as 'BHATLEM', admeasuring 4,737 Sq.mtrs, bearing survey no. 146/14 (part), situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described in the Land Registration Office under

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1.

Description No. 10064 at page 168v of Book 26New not registered in the Taluka Revenue Office, bearing Old Cadastral No. 982 and is bounded as under:

	as 'R' for road widening
	and by public road;
On or towards the WEST:	by survey no. 146/13 &
	146/14(part);
On or towards the NORTH:	by survey no. 146/9 &
	146/11;
On or towards the SOUTH:	by the public road.

ALL THAT PROPERTY known as 'GHARBHATT MAICAVADDO', admeasuring 297 sq.mtrs, bearing survey no. 146/13 (part), situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described in the Land Registration Office under Description No. 10064 at page 168v of Book 26New not registered in the Taluka Revenue Office, bearing Old Cadastral No. 982 and is bounded as under:

On or towards the EAST:

On or towards the EAST:

by survey no. 146/14 (part);

by the property marked

On or towards the WEST: On or towards the NORTH: by the public road; by balance portion of

survey no. 146/13 (part);

by the public road.

On or towards the SOUTH:

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(The SAID PROPERTIES is delineated in red in the plan annexed hereto)

### SCHEDULE II

### [SPECIFICATIONS OF CONSTRUCTION]

- R.C.C framed structure In M25 Concrete with HYSD bars
  - External Walls in 23 cm thick laterite/ Bricks/ Good concrete blocks
- 3. Internal walls in 10 cm. thick bricks/ concrete Blocks
- Exposed laterite/brick/pebble/tile cladding work on certain walls
- 5. External Plaster In cement mortar two coat
- External Plaster in cement mortar in two coats, internal plaster finished with plaster of paris of Gypsum Plaster
- 7. Waterproofing with 10 years warranty
- B. Good Quality flooring and walls tiles costing Rs.70/per sft
- 9. Staircase steps in natural stone costing Rs.125/sft
- 10. Natural stone for the window ledges
- Natural stone like kota or equivalent stone for garage floor/stilt floor
- 12. Monier or equivalent roofing files
- Toilet wash basin, W.C., taps, of standard Jaguar or equivalent with stainless steel fittings like towel rod, glass shelf, and shower enclosure.
- 14. Wash basin counters with natural stone

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- 15. External paint in apex ultima or equivalent
- 16. Internal Paint in plastic emulsion
- 17. Main door in teakwood, Internal doors in flush Masonite doors or Flush doors finished with good polish and quality hardware
- Windows in UPVC/Anodised aluminium with good quality fittings
- 19. Modular kitchen cabinets with stainless steel sink
- 2). Fire resistant cables of finolex with Anchor Roma/Le Grand or equivalent electrical switches
- 21. TV points In all the rooms
- 22. Intercom facility from the main security cabin
- 23. Wiring for inverter/Generator
- 24. Common Swimming pool
- Railings in M.S. Powder coated or Stainless Steel with toughened glass
- 23. Wooden deck tiling around pool
- 27. Stilt car parks facilities
- 23. Standard Make Light fixtures in the common areas
- 23. Planter and landscaping
- 32. Cobble Pavers/stone for Driveway
- 31. Common utility rooms like office, store, caretaker room and toilet in the complex
- 32. CCTV at the main gate and in common areas
- 33. Drip irrigation system for plants

IN WITNESS WHEREOF the parties hereto have executed these presents on the date hereinabove mentioned.



SIGNED SEALED AND DELIVERED] BY THE WITHINNAMED OWNERS]

Mr. BEETHOVEN JUVENAL RABINDRANATH PIEDADE COSTA MARTINS

Ø IN THE UK Reg. No. 379/14 Exp. Dt. 7-7-201

Qu.

Mrs. CARMEN LIZA CARVALHO E MARTINS

SIGNED SEALED AND DELIVERED] BY THE WITHIN-NAMED DEVELOPER]

Mr. GIRISH RAGHA for self & attorney holder of Mrs. ASHWINI RAGHA Partners

M/s ASHRAY REAL ESTATE DEVELOPERS





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Advocate & Notary Tiswadi Taluka Reg. No. 379/14



1309 19 Service (COD) have भारतीय गैर न्यायिक INDIA NON JUDICIAL 2126 ONE THOUSAND RUPEES एक हजार रुपये रु.1000 **Rs.1000** ALTAL/S Serial No \_ & 09 les of Victur, Party 10/1/9 गोवा GOA 536918 1000 10.00 Veloe of Champ Name of Purcha er . Residence \_\_\_\_\_ Name of Father -\_ Transacting Purpose \_\_\_\_ LINUS EBVANUE Parties : DVOCATE NOTARY ISWAD. ALUKA h P 379,14 No Sign of P Sign of Stamp Vendor Di. 07/07.2024 Manual N. Kanapurkar Lipping No AC/STF/VEN/747/99 Ĩ, DEED OF ADDENDUM THIS DEED OF ADDENDUM is made on this 26th day of July, 2019. ĝ ą Bulie Our A - See 1 泉 Ë

#### BETWEEN

 Mr. BEETHOVEN JUVENAL RABINDRANATH PIEDADE COSTA MARTINS, major of age, s/o late Mr. Nicolau Joao Andre Francisco Miguel Martins, businessman and his wife;

 Mrs. CARMEN LIZA CARVALHO E MARTINS, major of age, d/o Mr Jose Francisco Herculano Carvalho, businesswoman;

both Indian Nationals and residents of H. No. A-9, Sapana Heritage, Monte Hill Road, Margao, Salcete, Goa, hereinafter referred to as the 'OWNERS' (which expression shall, unless repugnant to the context or meaning, mean and include their heirs, successors, legal representatives, administrators and assigns) of the FIRST PART.

#### AND

FAIR GREEN VENTURES LLP, registered under the Limited Liability Partnership Act, 2008 under No. AAL-4830 on 21-12-2017 at Hyderabad, Telangana with the Registrar, Ministry of Company Affairs, Telangana, holding PAN Card No. AAFFF6557N, having its registered office address at M1, H. No. 2-1-251, Godama Mansion, Nallakunta, Hyderabad, TG, 500044 and represented herein through its Designated Partner: Mr. VENKATESHWAR REDDY PANYALA, major of age, s/o Mr. P. Narayan Reddy, businessman, Indian National, holding PAN Card No.



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AHKPP4860E and resident of H. No: 2-1-251, Flat No.305, Lahari Apartments, Vegetable Market, Musheerabad, Nallakunta, Hyderabad, 500044, duly constituted vide resolution dated 23-12-2017 passed in the meeting of the Designated Partners on 23-12-2017, hereinafter referred to as the 'DEVELOPER' (which expression shall, unless repugnant to the context and meaning, we mean and include its nominee/s, legal representatives, administrators, and assigns) of the SECOND PART.



#### AND

M/s ASHRAY REAL ESTATE DEVELOPERS, a partnership registered under the Indian Partnership Act under No. 113/06 on 12-07-2006 with the Registrar of Firms of Ilhas, at Panaji, having its registered office at Office No. 2, 2<sup>nd</sup> Floor, Landscape Shire, Caranzalem, Goa, holding PAN Card No. AAMFA9760F and represented herein by its partners:

- Mr. GIRISH RAGHA, s/o Mr. Laxman Ragha, major of age, holding PAN Card No. AFAPR0792K, businessman, and;
- Mrs. ASHWINI RAGHA, w/o Mr. Girish Ragha, major of age, Architect, holding PAN Card No. ADIPR2450E and represented herein through her attorney holder Mr. GIRISH RAGHA, duly constituted vide power of attorney dated 30<sup>th</sup> July, 2008, executed before the Notary Mrs. Meera Medhekar, under registration No. 4525 on 08-08-2008;



both Indian Nationals and residents of Kaivallya, 17/407/C3, 2nd floor, Near Models Status, Taleigao, Tiswadi, Goa, hereinafter referred to as the 'CONFIRMING PARTY' (which expression shall, unless repugnant to the context and meaning, mean and include the respective heirs of the partners, legal representatives, administrators and assigns) of the THIRD PART.

### WHEREAS:

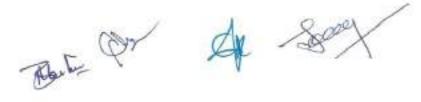
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- There exists two properties bearing survey no. 146/14 (part) and 146/13 (part), totally admeasuring 5,034 sq.mtrs, situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described under Schedule I hereunder written, delineated in red in the plan annexed hereto and hereinafter referred to as the 'SAID PROPERTIES' for brevity's sake.
- 2. The OWNERS being desirous of developing the SAID PROPERTY approached the CONFIRMING PARTY who agreed to develop the SAID PROPERTY by constructing thereon apartments therein and consequently the OWNERS and the CONFIRMING PARTY entered into an Agreement of Development dated 13<sup>th</sup> September, 2017, executed before the Notary Adv Linus Emmanuel under No. 2032/2017, hereinafter referred to as the 'FIRST AGREEMENT', whereby the OWNERS granted the CONFIRMING

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PARTY right to develop the SAID PROPERTIES, hereinafter referred to as the 'SAID DEVELOPMENT'.

- 3. The CONFIRMING PARTY then with the consent of the OWNERS herein assigned to the DEVELOPER herein its right to carry out development of the SAID PROPERTIES and the DEVELOPER has agreed to carry out the development at its exclusive cost in the SAID PROPERTIES by constructing Apartments therein, which project is known as 'IRENE ALTEZZA' and hereinafter referred to as the 'SAID PROJECT' for brevity's sake.
- Therefore, the OWNERS, DEVELOPER and CONFIRMING PARTY executed an Agreement of Construction dated 26-12-2017, executed before the Notary Adv. Linus Emmanuel, under No. 2928/17 on 26-12-2017, hereinafter referred to as the 'SECOND AGREEMENT' for brevity's sake.
- 5. In terms of the SECOND AGREEMENT the DEVELOPER had agreed to carry out the SAID DEVELOPMENT at its exclusive cost for a total consideration of 50% of the total built-up area of the SAID DEVELOPMENT to be apportioned in the Apartments and the balance built up area of the SAID DEVELOPMENT would be apportioned between the OWNERS and the CONFIRMING PARTY.





- 6. Subsequent, to the SECOND AGREEMENT, the DEVELOPER through the CONFIRMING PARTY and the OWNERS then applied for partition of the SAID PROPERTIES from the larger properties and the same came to be granted vide the following orders, viz:
  - a. Order dated 30/04/2018 of the Deputy Collector in Case No. 15/16/2018/Part/Land read with Letter No. 9/ISLR/MAP/PART/LAND/223/18/1489 dated 13/07/2018 issued by Inspector of Surveys and Land Records, City Survey, Mapusa Goa for survey no. 146/-14A, admeasuring 3,537 sq.mtrs.
  - b. Order dated 30/04/2018 of the Deputy Collector in Case No. 15/17/2018/Part/Land read with Letter No. 9/ISLR/MAP/PART/LAND/ 224/18/1490 dated 13/07/2018 issued by Inspector of Surveys and Land Records, City Survey, Mapusa Goa for survey no. 146/14B, admeasuring 1,200 sq.mtrs.
  - c. Order dated 08-11-2018 of the Deputy Collector in Case No. 15/73/2018/Part/Land read with Letter No. 9/ISLR/MAP/PART/ LAND/434/18/2412 dated 19-07-2018 issued by Inspector of Surveys and Land Records, City Survey, Mapusa Goa for survey no. 146/13A, admeasuring 297 sq.mtrs.

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- 7. Therefore, the SAID PROJECT therefore consists of the properties bearing survey no 146/14-A, 146/14-B and 146/13A of the Village Panchayat of Pilerne and shall continue to be referred to as the 'SAID PROPERTIES' for brevity's sake.
- 8. The DEVELOPER through the CONFIRMING PARTY and the OWNERS then applied for Technical Clearance Order dated 20-07-2018 bearing No TPB/1215/PIL/TCP-18/3129 of the Office of the Senior Town Planner, at Mapusa and also obtained Technical Clearance Order dated 11-09-2018 bearing No TPB/4517/PIL/TCP-18/3796 of the Office of the Senior Town Planner, at Mapusa for development survey no 146/14-B.
- The DEVELOPER through the CONFIRMING PARTY and the OWNERS in pursuance and in furtherance of the SECOND AGREEMENT then applied and obtained:
  - No Objection Certificate bearing No. PHCC/NOC/2018-19/1150 dated 13-08-2018 from the Primary Health Centre, Candolim, Bardez, Goa for survey no 146/14-A and 146/13(part).
  - No Objection Certificate bearing No. PHCC/NOC/2018-19/1395 dated 25-09-2018 from the Primary Health Centre, Candolim, Bardez, Goa for survey no. 146/14-B.

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- iii. No Objection Certificate dated 28-08-2018 of the Office of the Sub-Divisional Engineer, Porvorim Bardez, Goa with respect to Block A & B on survey no 146/14A and 146/13(part).
- iv. No Objection Certificate dated 26-09-2018 of the Office of the Sub-Divisional Engineer, Porvorim Bardez, Goa with respect to survey no 146/14B.
- 10. The DEVELOPER through the CONFIRMING PARTY and the OWNERS having obtained the aforesaid No Objection Certificates was therefore issued Construction License for the SAID PROJECT known as 'IRENE ALTEZZA', to be constructed on the SAID PROPERTIES bearing survey no 146/14-A, 146/14-B and 146/13A of the Village Panchayat of Pilerne vide the following licenses, viz:
  - Construction License bearing No.
    VP/PM/F.31Amalgamation/residential cum commercial building/swim-pool/com-wall/2018-19/1558 dated 20-11-2018 for survey no 146/14A and 146/13A.
  - b. Construction License bearing No. VP/PM/F.32/residential/commercial building/swimpool/amalg com-wall/2018-19/1559 dated 20-11-2018 for survey no 146/14B.
- 11. The plans having been approved and the construction licenses having been obtained as

aforesaid, the parties now desire to apportion the apartments in the SAID PROJECT in proportion of the built up areas allotted to the parties under the SECOND AGREEMENT dated 26-12-2017 read with FIRST AGREEMENT dated 13<sup>th</sup> September, 2017, hereinafter referred to as the 'SAID AGREEMENTS' for brevity's sake.

- 12. Therefore, the parties hereto seek to amend the SAID AGREEMENTS to incorporate the apportionment of the apartments by the OWNERS, the CONFIRMING PARTY and the DEVELOPER herein and annex copies of the approved plans delineating the apartments allotting to the parties hereto.
- Therefore, on execution of the present Deed of Addendum, the parties shall be allotted the apartments as under:

a. OWNERS	- SCHEDULE II
b. DEVELOPER	- SCHEDULE III
c. CONFIRMING PARTY	- SCHEDULE IV

 The parties hereto are executing these presents on the following terms and conditions.

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## NOW KNOW THIS DEED OF ADDENDUM WITNESSES AS UNDER:

 THAT IN PURSUANCE of the aforesaid agreement and in consideration that the SAID AGREEMENTS ought to be amended to incorporate the apportionment of the apartments by the OWNERS, the CONFIRMING PARTY and the DEVELOPER herein and annex copies of the approved plans delineating the apartments allotting to the parties hereto, the parties shall be allotted the apartments as under:

a.	OWNERS	- SCHEDULE II
b.	DEVELOPER	- SCHEDULE III
C.	CONFIRMING PARTY	- SCHEDULE IV

2. That in pursuance of the present amendment of the consideration and allotment of the apartments to the parties hereto, each party shall be entitled to sell, assign, transfer or otherwise deal with its/their apartments and will be at liberty to enter into agreement of sale, mortgage or such other agreement with respect to its apartments with any person/entity at such price and on such terms at the sole discretion of the said party and the said party shall be entitled to receive monies as advance from the prospective purchaser of its/their apartments and shall appropriate the consideration to itself/themselves without any reference to the other

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parties herein. However, the DEVELOPER and the other OWNERS including the CONFIRMING PARTY shall execute the agreements/s and/or the Deed/s of Sale in favour of the prospective purchasers and comply with the Rules and Regulations under RERA, 2016 at the time of sale of their respective apartment/s.



The parties further state that the SAID PROJECT consists of the properties bearing survey no 146/14-A, 146/14-B and 146/13A of the Village Panchayat of Pilerne, which shall be collectively known as 'IRENE ALTEZZA'.

The CONFIRMING PARTY shall be in total and complete charge of the design of the SAID PROJECT which includes the specifications to be provided for the apartments in the SAID PROJECT and coordinate with all consultants and shall assist in marketing the SAID PROJECT including assisting the DEVELOPER in obtaining necessary licenses and permissions for the SAID PROJECT and the DEVELOPER in consultation with the CONFIRMING PARTY shall collect various installment/s and/or purchase price towards the sale of the Apartments in the SAID PROJECT from the respective purchasers and to deposit the same in terms of the clauses herein.

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5. This Deed of Addendum shall form an integral part of the SECOND AGREEMENT dated 26-12-2017 read with FIRST AGREEMENT dated 13<sup>th</sup> September, 2017 and save and except the above amendment, the parties hereto shall be bound by all other clauses and covenants of the SECOND AGREEMENT dated 26-12-2017 read with FIRST AGREEMENT dated 13<sup>th</sup> September, 2017.



All notices to be served on the parties hereto shall be sufficient if served at the address hereinabove mentioned.

### SCHEDULE I

#### [SAID PROPERTIES]

 ALL THAT PROPERTY known as 'BHATLEM', admeasuring 3,537 sq.mtrs, bearing survey no. 146/14-A, situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described in the Land Registration Office under Description No. 10064 at page 168v of Book 26New not registered in the Taluka Revenue Office, bearing Old Cadastral No. 982 and is bounded as under: On or towards the EAST: by the public road; On or towards the WEST: by survey no. 146/13 & 146/14;

On or towards the NORTH: by survey no. 146/14-B

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and 146/13;

On or towards the SOUTH: by the public road.

ALL THAT PROPERTY known as 'BHATLEM', 2. admeasuring 1,200 sq.mtrs, bearing survey no. 146/14-B, situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described in the Land Registration Office under Description No. 10064 at page 168v of Book 26New not registered in the Taluka Revenue Office, bearing Old Cadastral No. 982 and is bounded as under: by the public road; On or towards the EAST: by survey no. 146/12, On or towards the WEST: 13 & 146/14; On or towards the NORTH: by survey no. 146/11, 9 & 12; On or towards the SOUTH: by survey no 146/14-A & 13.

3. ALL THAT PROPERTY known as 'GHARBHATT MAICAVADDO', admeasuring 297 sq.mtrs, bearing survey no. 146/13A, situated at Pilerne, Bardez, Goa, within the limits of the Village Panchayat of Pilerne, described in the Land Registration Office under Description No. 10064 at page 168v of Book 26New not registered in the Taluka Revenue Office, bearing Old Cadastral No. 982 and is bounded as under:

On or towards the EAST: by survey no. 146/14-A;

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On or towards the WEST:	by the public road;		
On or towards the NORTH:	by balance portion of		
	survey no. 146/13;		
On or towards the SOUTH:	by the public road.		

(The SAID PROPERTIES are delineated in red in the plan annexed hereto)

Sr Nos	Floor	Flat Nos	Flat Type	Area	Block
1	Second	201	2 BHK	136.14	A
2	Third	302	2 BHK	138.24	A
3	First	103	2 BHK	164.75	В
4	Second	204	2 BHK	136.47	В
5	Second	205	2 BHK	136.92	В
6	Third	303	3 BHK	192.42	В
7	Fourth	403	2 BHK	231.59	В
8	Third	308	ЗВНК	236.27	С
9	Third	309	1 BHK	83.02	C
10	Third	310	1 BHK	83.68	C
11	Ground	Shop No. 1	XXX	67.177	Commercia
12	Ground	Shop No. 2	XXXX	93.927	Commercia

## SCHEDULE II

### [OWNERS' APARTMENTS]

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(The aforesaid Apartments are delineated in red in the plans annexed hereto)

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Sr Nos	Floor	Flat Nos	Flat Type	Area	Block
1	First	101	2 BHK	138.24	A
2	First	102	2 BHK	138.03	A
3	Second	202	2 BHK	164.24	A
4	Third	301	2 BHK	138.24	A
5	Fourth	401	2 BHK	136.14	A
6	Fourth	402	2 BHK	136.14	A
7	First	104	2 BHK	164.18	В
8	First	105	2 BHK	164.18	В
9	First	106	2 BHK	166.19	В
10	Second	203	3 BHK	225.05	В
11	Second	207	2 BHK	138.58	В
12	Third	304	2 BHK	141.43	В
13	Third	305	2 BHK	142.04	В
14	Third	307	2 BHK	143.78	В
15	Fourth	404	2 BHK	143.54	В
16	Fourth	405	2 BHK	143.54	В
17	Fourth	406	2 BHK	145.31	В
18	First	107	3 BHK	236.27	С
19	First	108	1 BHK	83.02	С
20	First	109	1 BHK	83.68	С
21	Second	208	3 BHK	234.14	С
22	Second	209	1 BHK	84.64	С

# SCHEDULE III [DEVELOPER'S APARTMENTS]



23	Second	210	1 BHK	85.29	С
24	Fourth	409	1 BHK	85.29	С

(The aforesaid Apartments are delineated in blue in the plans annexed hereto)

## SCHEDULE IV

# [CONFIRMING PARTY'S APARTMENTS]



Sr Nos	Floor	Flat Nos	Flat Type	Area	Block
1	Second	202	2BHK	164.24	A
2	First	105	2 BHK	164.18	В
3	Second	206	2BHK	136.92	В
4	Third	306	2BHK	142.04	В
5	Third	307	2BHK	143.78	В
6	Fourth	407	3 BHK	234.14	С
7	Fourth	408	1 BHK	84.64	C
8	Ground	Shop No 3	xxx	139.874	Commercial
9	Ground	Shop No 4	xxx	52.817	Commercial
10	Ground	Shop No 5	xxx	52.817	Commercial
11	Ground	Shop No 6	XXX	109.709	Commercial



(The entire basement along with the parking as shown in the attached drawing has been allotted to the CONFIRMING PARTY and the space behind the Shops bearing Nos.3,4,5,6 on the ground floor will be allotted to the CONFIRMING PARTY or its nominees or the purchasers of the said Shop Nos.3,4,5 & 6 as delineated in plans annexed hereto.

(The aforesaid Apartments including the entire basement, the Shop Nos.3, 4, 5 & 6 and the space behind the said shops are delineated in green in the plans annexed hereto)

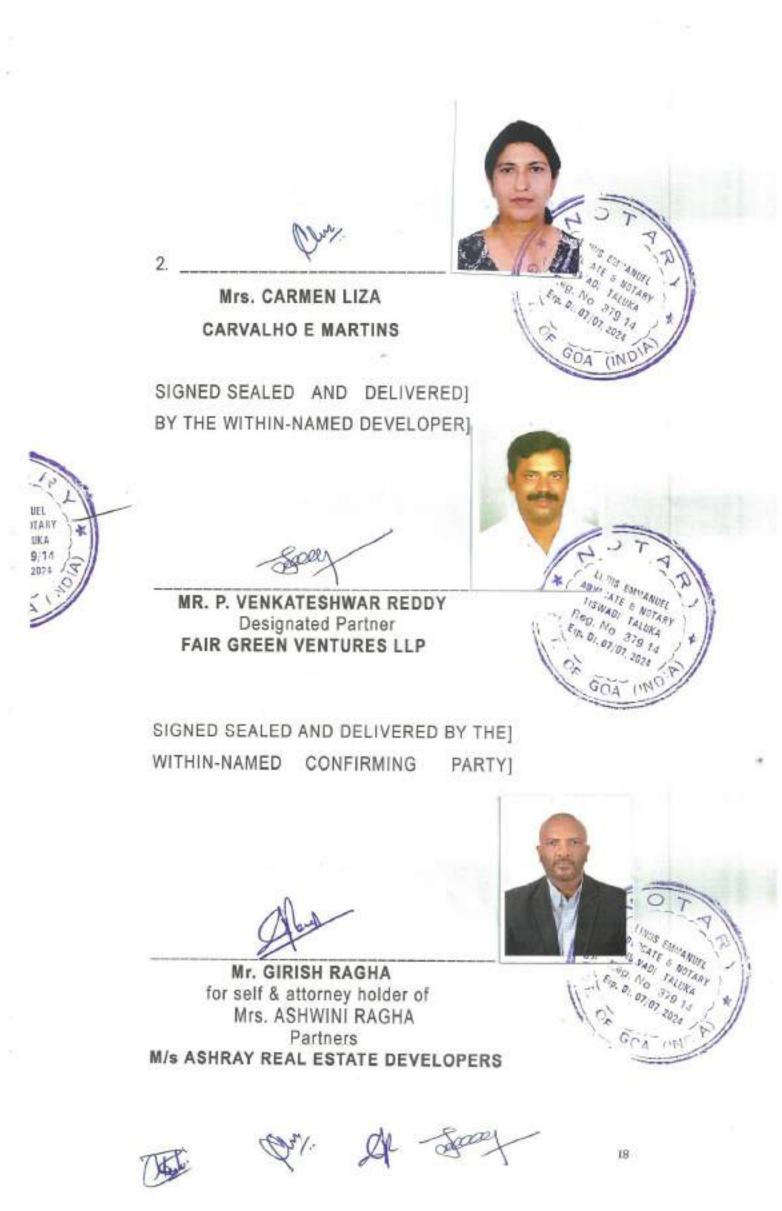
IN WITNESS WHEREOF the parties hereto have executed these presents on the date hereinabove mentioned.

SIGNED SEALED AND DELIVERED] BY THE WITHIN-NAMED OWNERS]

> Mr. BEETHOVEN JUVENAL RABINDRANATH PIEDADE COSTA MARTINS



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#### IN THE PRESENCE OF:



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Advocate & Notary Tiswadi Taluka Reg. No. 379/14

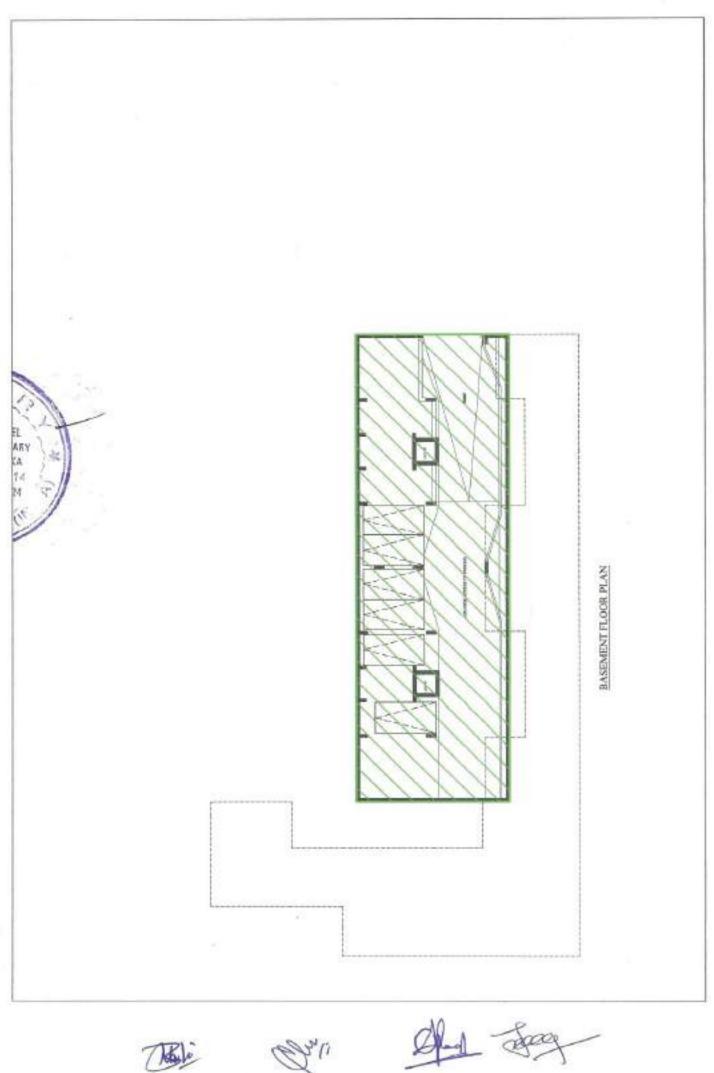
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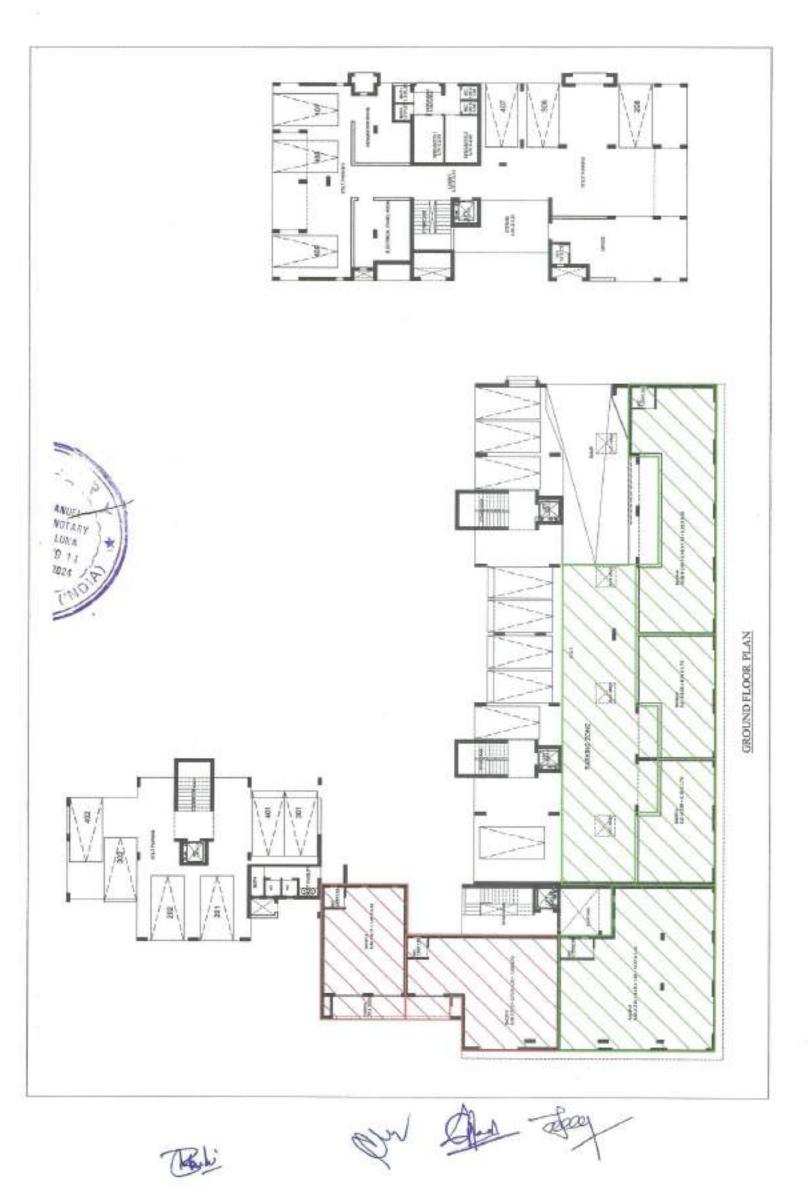
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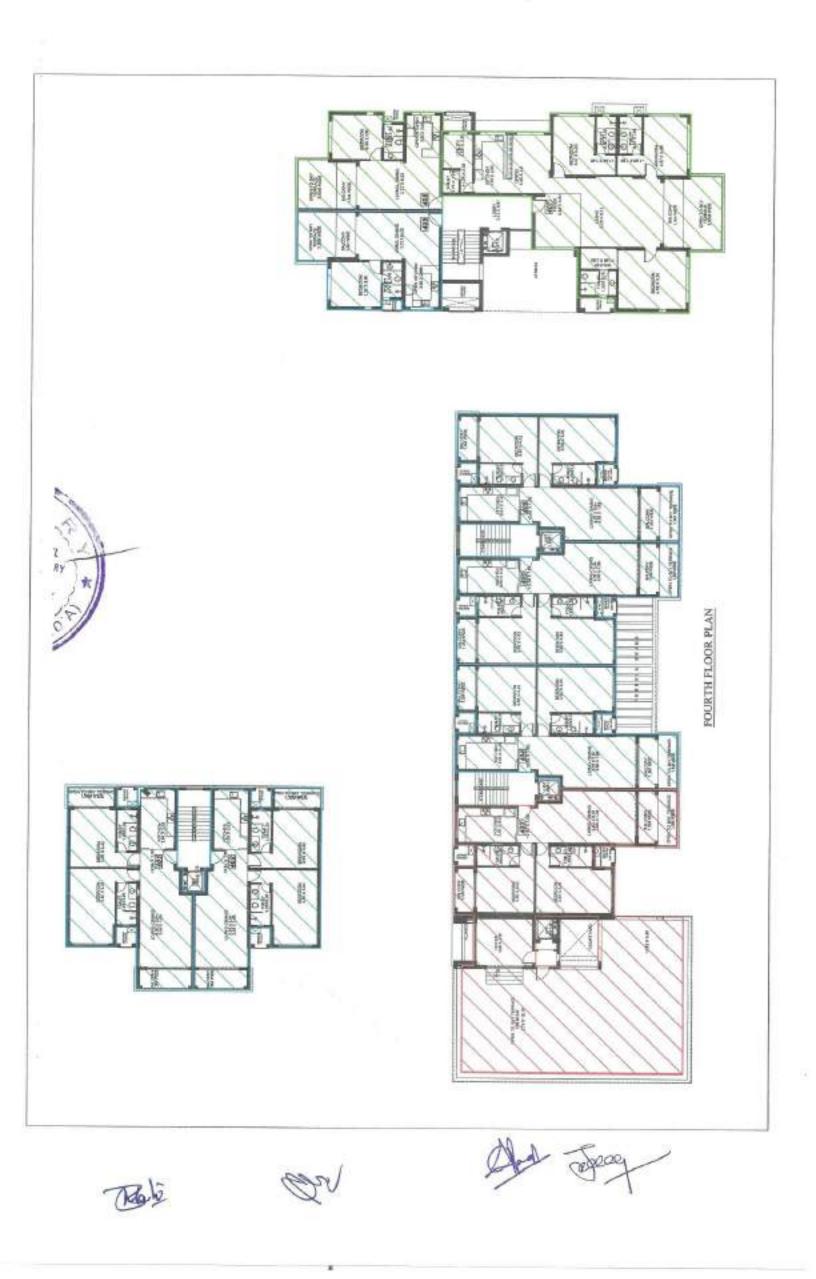
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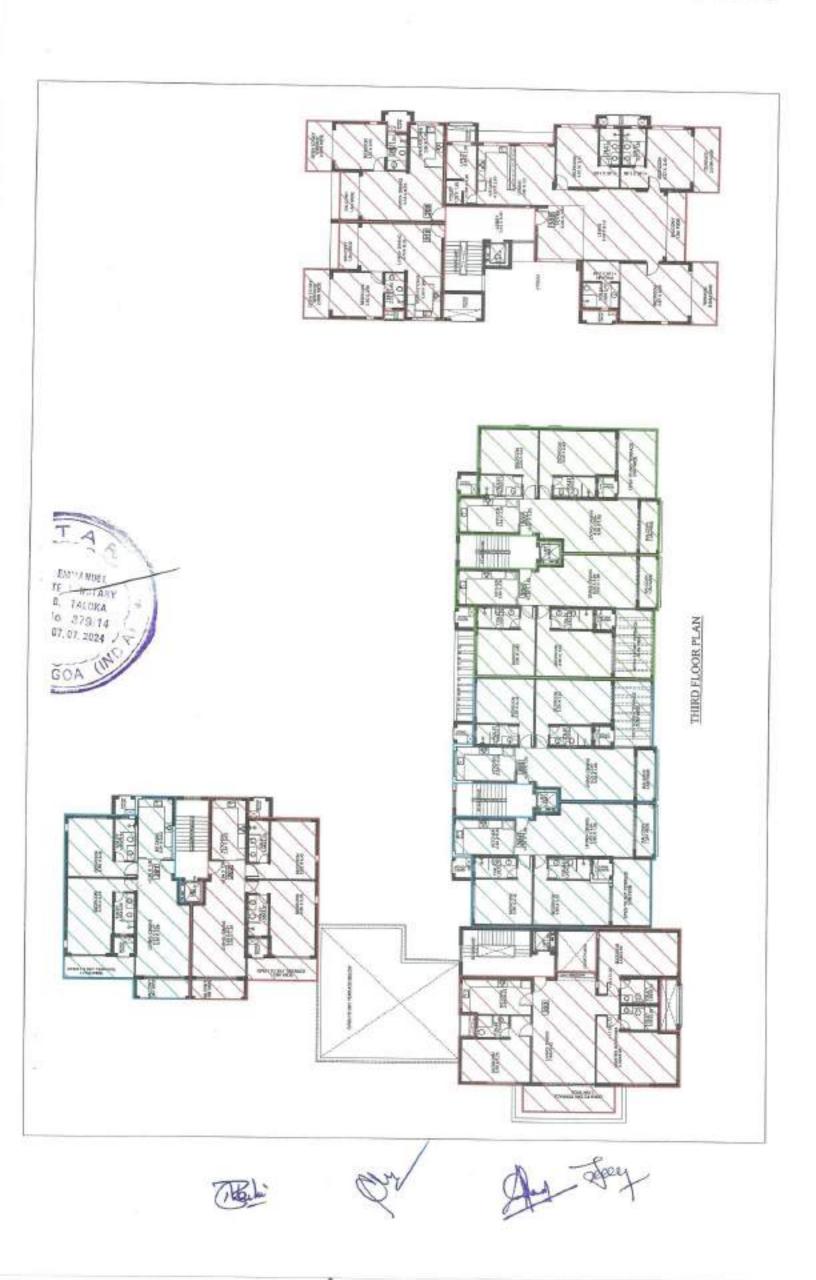


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