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GREEMENT

Mapusa, Bardez - Goa. This Agreement is made on this 14th day of November, 2017, at

BETWEEN

administrators, transferees and assigns) of the ONE PART. years, business, Indian National, residing at HOUSE NO 698, represented by its authorized representative MR. SEBASTIAO deemed to mean and include his legal representatives, executors, context requires unless repugnant to the meaning thereof, be as the "FIRST PARTY" (which expression shall, wherever the Resolution dated 6th October, 2017, hereinafter jointly referred to PORVORIM, BARDEZ, GOA -SIDNEY ANTONIO PINTO DO ROSARIO, aged about 36 registered under the Companies Act, 1956, having its registered ANTONIO SUNIL PINTO ROSARIO, son of DR CARLOS PINTO ROSARIO HOLDINGS PVT at House No 698, Porvorim, Bardez, 403501, LTD, authorized Goa a Company

AND

married, retired, Indian National; and his wife; D'SOUZA, WALTER EMMANUEL D'SOUZA alias aged 67 years, son of late Archibald D'Souza, WALTER

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referred to as the "SECOND PARTY" (which expression shall, heirs, successors, adminstrators and permitted assigns) of the service, Indian National, both residents of House No. 362, Pinto thereof, be deemed to mean and include their respective legal wherever the context requires unless repugnant to the meaning OTHER PART. MRS. Verla, Post Parra, Bardez, Goa, hereinafter collectively CECILIA D'SOUZA, aged 52 years, married,

REPRESENTATIONS BY THE SECOND PARTY:

hereunder and hereinafter referred to as the "Said Property". No.11607 described in the Land Registration Office of Bardez under North Goa in the State of Goa, which property as a whole is thereabout situated at within the limits of Gram Panchayat of of Verla Village, Bardez, Goa admeasuring 3450 sq mts. or a parcel of land known as "Bhatulem", bearing Survey No 13/16 Verla Village, Bardez Taluka, Sub District of Bardez, District WHEREAS the SECOND PARTY is the owner in possession of Office, of Book B30(New) and not enrolled in the Taluka more particularly described in Schedule I

the SECOND PARTY purchased the "Said Property" and the SECOND PARTY has acquired ownership of the Said Property AD-HOC Additional Senior Civil Judge 'B' Court at Mapusa, by Inventory Proceeding No. 265/2015/B held before the Court of AND WHEREAS the late grandmother/grand mother-in-law of

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wherin Property marked as Item No. 1 has been allotted to the SECOND PARTY.

represen-tations: Schedule Property for development, by making the following the business of developing and selling real estate and of-fered the villas have approached the FIRST PAR-TY herein, which is in getting the said property developed as a residential project of WHEREAS the SECOND PARTY being desirous of

inheritance, trust, possession, easement, lien or otherwise; including all claims by way of sale, exchange, mortgage, gift, Schedule Property is free from encumbrances and claims title shall be that of the SECOND PARTY at all times and the right, title and interest or share there-in and cost of making good subsisting title over the Said property and that none else has any (a) That the SECOND PARTY has a good, marketable and

proceedings; indi-rectly or made part of any surety in any case or court Property been given as security for any purpose either directly or or tax liabilities, attachment towards tax liability, nor has the Said by way of prior Agreements and/or agency coupled with interests charge and /lien of any kind, or vested interest in any other person or after judg-ment, acquisition/requisition proceedings, mortgage, (b) That the Said Property is not subject to any attachments before

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encumbrances of any kind on the Said Property; <u>o</u> That there are no tenancy claims, minor claims, lien

any Power's of Attorney to deal with the same; of the Said Property with any other person and has not executed agreement/arrangements for sale, lease, transfer or development That the SECOND PARTY has not entered into

(e) That the SECOND PARTY do not have any pending liabilities herein; Schedule Property and/or its development and/or sale in terms with income tax or any other tax which would affect its title to the



to enter upon the Schedule Property to develop the same in terms the Said Proper-ty and is competent to permit the FIRST PARTY of this Agreement; (f) That the SECOND PARTY is in possession and enjoyment of

from third party rights/claims of whatsoever nature; Schedule Property to any person/s and the same is completely free institutions encumbered the Schedule Property to any banks (g) That the SECOND PARTY have not charged, mortgaged or and have agreed to sell, alienate, lease, transfer the or financial

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restrictive covenants, ease-ments and/or servitudes; statute for the development of the Said Property, and there are no (h) That there are no legal impediments in law or under any other

up to date and there are no arrears of taxes and other statutory property taxes and other out goings in respect of the Said Property dues to any authority; (i) That the SECOND PARTY has paid and discharged all

this Agreement; leases, mortgages and other third party claims during the terms of free from all en-cumbrances, attachments, court orders, charges, (j) That the SECOND PARTY will keep the Schedule Property

portions of the Schedule Property; or authority under the Land Acquisition Act or any other Act (k) That no notice from the Government or any other local body Property) has been received by the owners to acquire whole or (including any notice for acquisition or requisition of the Schedule Enactment, (Central or State) otherwise or under another Legislative Government Ordinance Order or Notification

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demarcated in the plan annexed hereto marked as ANNEXURE road access as described in the Schedule I here under and shown (1) That the Said Property is contiguous block of land with proper

developed as a residential enclave; the Town and Country Planning Department and the same can be the Regional Plan 2001 and the Regional Plan 2021 published by (m) That the Schedule Property is zoned as settlement under both

plan annexed as ANNEXURE B). of any of its assignees/prospective purchasers, undivided rights in 1,2,3,6,7,8) (FIRST PARTY UNITS are marked in the proposed SECOND PARTY agreeing to transfer to the FIRST PARTY or UNITS marked as ANNEXURE C), in consideration of the (annexed hereto is proposed plan showing the SECOND PARTY Schedule II, to the SECOND PARTY as per the proposed plan and deliver 2 (two) identical villas (numbered 4 & 5), described in from the statutory authorities and develop, construct, complete necessary under law for development of the Schedule Property secure at its cost all the required approvals/sanctions Property into a residential enclave of 8 villas and has agreed to PARTY, the FIRST PARTY has agreed to develop the Schedule WHERAS based on the aforesaid representations of the SECOND said property corresponding to 6 residential villas (numbered

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THE AGREEMENT

shall develop and construct Residential villas in the Said Property. PARTY as part of their normal business and at their own costs other's credentials and capabilities have agreed that the FIRST AND WHEREAS the Parties after verifying and establishing each

villas as called upon by the FIRST PARTY. development and construction in the Said Property and upon such land and built up area to the ultimate buyers of the residential development, the SECOND PARTY conveys undivided share in terms and conditions of the FIRST PARTY AND WHEREAS the Parties hereto have mutually agreed for the executing



the Parties hereto in writing. subsequent agreements that may be entered into by and between between the FIRST and the SECOND PARTY and or such other and the combined areas shall be shared in terms of this Agreement ultimate buyers of the Villas as identified by the FIRST PARTY sell the un-divided right to the land and the built up areas to the herein after and upon development the SECOND PARTY shall development of the Said Property and built up areas, as set out the terms and conditions agreed between them each other, both Parties hereto are desirous of reducing in writing AND WHEREAS based on the representations of the Parties to Costons Inde for the

BETWEEN THE PARTIES HERETO AS UNDER: NOW THEREFORE THIS AGREEMENT WITNESSETH IT IS HEREBY AGREED AND UNDERSTOOD

mutually agreed and recorded as under: enclave of villas subject to the terms and conditions that are PARTY agrees to develop the Schedule Property into a residential development as a residential enclave of villas and the FIRST the SECOND PARTY hereby entrust Schedule Property obligations and con-sideration undertaken by the Parties hereto, That in pursuance of the foregoing and subject to the mutual

PERMISSION FOR DEVELOPMENT:

revisions and changes commercial spaces, cleared by the concerned authorities, as also FIRST PAR-TY shall construct residential villas with or without agreed to construct and develop the Said Property whereby the provided herein, the FIRST PARTY as their own business has of the benefits accruing to each Party as agreed upon and also obligations undertaken by each Party hereto and in consideration .1) That in pursuance of the foregoing and subject to the made by the FIRST PARTY

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Project"] permissible under the law [hereinafter referred to as "the

as their own business to construct and develop the Said Property authorize the FIRST PARTY to enter upon the Said Property and by constructing the said Project at their own cost, as per the plan 1.2) The SECOND PARTY does hereby irrevocably permit and be sanctioned and / or revised, subject to the terms of this

shall agreements that may be called by the FIRST however that, the FIRST PARTY adheres to the terms of this any hindrance or obstruction from any Party whatsoever implement the scheme of this Project successfully and without undertake to sign and execute any further documents or deeds or construction of the said Project in the Said Property, provided as the FIRST PARTY will be incurring substantial expenditure in completion and sale of the entire Project by the respective Parties that they shall not revoke the irrevocable permission HEREBY GRANTED, during the subsistence of this Agreement till 1.3) The SECOND PARTY does hereby DECLARE and assure Agreement and all documents executed by the SECOND PARTY be read accordingly. The SECOND PARTY do hereby and obtaining approvals/revisions, followed in order

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interrupt in any man-ner whatsoever in the construction and The SECOND PARTY hereby agree not to interfere

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and /or their authorized representative/s are entitled to inspection to the terms of this Agreement. However, the SECOND PARTY done under this Agreement, provided the FIRST PARTY adheres having the effect of delaying or stopping the work that has to be construction of the villas thereon and / or omit to commit any act development as provided in this Agreement. of the said Project in the Said Property and

2. PLANS/LICENCES

a residential premises and also the necessary drawings, designs. and regulations in force for development of the Said Property into construction plans and all required drawings as per bye laws, rules 2.1)The FIRST PARTY, at its cost, shall revise the existing plans etc., for other buildings therein. or prepare or get prepared development plan, building

planning and use the entire master planning of the Said Property for efficient development of the Said Property. in force in respect of the use and consumption of the FAR and planning within the provisions of the local laws for the time being positioning of the said Project while taking into account and 2.2) That the FIRST PARTY shall also be entitled to decide upon of the FAR available, marketability

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respect of the Said Property. complete the said Project shall be that of the FIRST PARTY in sanctioned plans and all other permissions required to take up and revising/preparing the plans and obtaining necessary licenses and in respect thereto. necessary paper/s, applications, declarations and other documents SECOND PARTY The responsibility agrees to sign and execute and expenses

completing the said Project. met and borne by the FIRST PARTY. The Parties shall co-operate permission, licenses, etc., in respect of the Said Property shall be papers and other agreements, applications that may be required by performing documents including POA'S or Resolutions for more effectively PARTY shall furnish to the FIRST PARTY such deeds, Property. If so required by the FIRST PARTY, the SECOND for completion and mutual success of the development of Said costs associ-ated with the plan approvals, no objection certificates, effectively developing the Said Property. However, as agreed all the FIRST PARTY for securing permission and license and SECOND PARTY shall sign and execute such other document, Notwithstanding execution of the power of attorney, the development of the said Project on the said Property. and other permissions and for purposes connected with the of Attorney to enable the FIRST PARTY to secure plans, licenses 2.4) The SECOND PARTY, has of even date, executed a Power the terms of this Agreement and successfully

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3. CONSTRUCTION/DEVELOPMENT

approved development plans and sanctioned construction plans of its business develop the Said Property in accordance 3.1) The FIRST PARTY shall solely, at its own cost and as a part with necessary internal and external services, roads, driveways. mentioned in this agreement or equivalents developments shall be in accordance with the Specifications lines and electricity connections. The construction and other and passages, and sewerage disposal system, water distribution walkways, common area amenities, facilities including compound development. How-ever the Developer shall be entitled to offer Specifications of construction shall remain the same for the entire upgrades at additional cost. thereto.

3.2) The FIRST PARTY shall be entitled to make additions, and manner of construction without affecting the quality, safety shall have absolute discretion in matters relating to the method the entitlements of the SECOND PARTY. The FIRST PARTY construction or aesthetic exigencies, without materially affecting plans as demanded by the sanctioning authorities and / or as per deletions and alterations to the development and construction and time frame agreed for completion of the development.

equipment to be used for construction and other related techniques selection of construction materials, methodology of construction, FIRST PARTY shall have absolute discretion

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parties and in terms of this Agreement. shall be in accordance with the specifications agreed between the of construction and the SECOND PARTY shall not interfere with Provided however, the development and construction

AND ENGINEERS: APPOINTMENT OF ARCHITECTS, CONTRACTORS

architects, engineers contractors, consultants and other staff and the development and construction works. All fees payable to the fully borne by the FIRST PARTY. architects, con-tractors, engineers and other consultants to execute 4.1) The FIRST PARTY shall be entitled to, at its cost, appoint workmen and all persons connected with the development shall be



of development and construction of the buildings shall remain the other agencies may bring into the Schedule Property for purposes entitled to remove the same. exclusive materials, the FIRST PARTY and/or its contractors, workmen and 4.2) Plant and machinery, tools and implements, stores and property of the FIRST PARTY at all times

5. COST OF DEVELOPMENT AND CONSTRUCTION

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pay/contribute any amount for the aforesaid purposes. the SECOND PARTY shall be borne entirely by the FIRST plans including the built up area to be constructed and delivered to other infrastructure for sewerage disposal, water and electricity The entire cost of development of said Project together with all The SECOND PARTY shall not be required to per the agreed Specifications and as per sanctioned

THEREOF: RESPECTIVE RIGHTS AND OBLIGATIONS IN RESPECT SHARES OF THE FIRST PARTY AND SECOND PARTY JOINT VENTURE

In consideration of the respective promises, obligations and contributions as aforesaid:

A). The SECOND PARTY shall get -

boundary lines in the plan annexed hereto as Annexure C to as the SECOND PARTY UNITS shown delineated with red explained with specifications as per Schedule III, hereby referred per proposed plan in the SAID PROJECT on ownership basis Two identical villas (numbered 4 & 5), described in Schedule II as

corresponding to the area of the SECOND PARTY villas To retain proportionate undivided rights to the SAID PROPERTY

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B). The FIRST PARTY shall get -

referred to as the FIRST PARTY UNITS, shown delineated with proportionate undivided rights to the SAID PROPERTY hereby the SAID PROJECT on ownership basis together with the Six (6) villas (numbered 1,2,3,6,7 & 8) as per proposed plan in red boundary lines in the plan annexed hereto as Annexure B.

- with the FIRST PARTY within 30 days of approved plans being (hereinafter referred to as a SAID PREMISES) in consultation furnished to the SECOND PARTY by the FIRST PARTY. SECOND PARTY shall be done by the SECOND PARTY, The actual identification of the TWO Villas to be given to
- and other common areas as applicable to other villas in the SAID PROJECT. common staircase, common passages, elevators, terrace, landings The area of the Villas shall include the incidence of

iii). confirmed by the of this Agreement. SCHEDULE II and such SCHEDULE shall form a part and parcel villas so identified by the FIRST PARTY shall be described in SECOND PARTY

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SECOND PARTY UNDER THE JOINT VENTURE: CONTRIBUTION OF THE FIRST PARTY AND SCOPE OF WORK, OBLIGATIONS

7.1) OBLIGATION OF THE FIRST PARTY

The FIRST PARTY at his own cost shall:

including advertisements; law or as deem fit by the FIRST PARTY and SECOND PARTY, the details about the development being undertaken as required by Put up a board or hoarding at the SAID PROPERTY displaying

premises/unit(s) in the SAID PROJECT. advertisements medium as deemed fit by the FIRST PARTY, including and/or the premises/unit(s) in the SAID PROJECT by such Issue advertisements to the public about the SAID PROJECT inviting offers for purchase, lease etc. of

Obtain the completion or occupancy certificate forthwith upon approved plans and the cost and out of pocket expenses incidental completion of the construction by the FIRST PARTY as per the the said property from the concerned authority. Obtain change of zone if required for development in respect of

thereto for the completion and occupancy certificate for the

complex shall be borne and paid by the FIRST PARTY.

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OBLIGATION OF THE SECOND PARTY:

SECOND PARTY hereby does with the execution of this shall be to bring into agreement the SAID PROPERTY, which the The primary obligation and contribution of the SECOND PARTY Agreement.

obtained from the respective authorities/departments certificates, water, electricity and sanitary connections amenities as per the specifications are completed and occupancy the FIRST PARTY and construction of Villas with all the areas in the Schedule Property, sale of the undivided share in the will be in force until the development and sale of all the built up Health Departments and all other Statutory Authorities, which Departments, Forest Department, Electricity, Water Supply, Planning represent the SECOND PARTY before the Town and Country Schedule Property and construction to be made in the form of obtaining the Development Plan, Licences and Building Attorney in favour of the FIRST PARTY or to any person of their Schedule Property corresponding to the Villas to be retained by Villas and other facilities and authorising the FIRST PARTY to Construction Plans, consents in regard to the development on the SECOND PARTY have this day executed a Power of choice, Department, to enable the FIRST PARTY to proceed with State and Central Government

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PARTY shall be entitled to utilise the same power of attorney to liable to give any account to the SECOND PAR-TY. The FIRST construction and all other amounts in its own name without being advances/payments corresponding to its share of 6 Villas in the said project namely otherwise dispose off the divided/undivided share/right in the land convey land share allocated to the FIRST PARTY The FIRST PARTY shall be entitled to enter into agreements with prospective (numbered purchasers/nominees/transferees to towards sale 1,2,3,6,7 & consideration, cost 8) and to receive

Property. Property and for com-pleting the development of the Schedule heir nominee/s title to the FIRST PARTY share in the Schedule order to legally and effectively vest in the FIRST PARTY and/or deeds and things as the FIRST PARTY may lawfully require in papers, affidavits, undertakings and documents and do all acts, SE-COND PARTY shall sign and execute necessary applications, Notwithstanding execution of Power of Attorney as above, the

that all costs and expenses incidental thereto shall be borne and building and upon receipt of the entire consideration. Provided the Completion Certificate in respect of the Project land and Property in favour of the prospective purchasers after receipt of The SECOND PARTY shall be liable to convey the Schedule

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said Villas. paid by the FIRST PARTY or the purchasers of premises in the

everything that is necessary in this regard condition therein etc. required by law for the said project and revisions, modifications, alterations thereof or of any term The SECOND PARTY will have to assist the FIRST PARTY to all the permissions, licences, approvals, N.O.C's and

borne and paid by the First Party. Provided that all costs and expenses incidental thereto shall be permissions to use land belonging to the Church and/or Panchayat for access for development and completion of the Said Project. SECOND PARTY shall provide to the FIRST PARTY

8.APPROPRIATION OF PROCEEDS OF SALE

in respect of the villas of the FIRST PARTY, then the amount will the villas to the respective parties in as much as if the booking is amount will be appropriated by the SECOND PARTY respect of the villas allotted to the SECOND PARTY, then the be appropriated by the FIRST PARTY and if the booking is in shall be appropriated and/or adjusted in terms of the allotment of The proceeds from booking received from the SAID PROJECT

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9.TAXES

taxes applicable with respect to the Schedule II villas. SECOND PARTY UNITS, the SECOND PARTY shall pay all period of construction. On handing over the possession of the applicable taxes, fees, charges or outgoings levied by the Local The FIRST PARTY shall pay, from time to time, all the Authority or any other competent authority (hereinafter jointly "taxes") in respect of the villas in the SAID PROJECT during the

10. VARIATIONS IN PLANS.

if any. obtain access or right of way to or from such adjoining properties, with one or more adjoining properties and also to grant or to to the contrary aforesaid, the FIRST PARTY and SECOND circumstances of the case may require. Notwithstanding anything of the building, as the exigencies of the situation and the buildings/ garden spaces and /or varying the location of the access in the SAID PROJECT, building plans or in the layout/ elevations The FIRST PARTY shall carry out such variations and alterations PARTY shall be entitled to amalgamate the SAID PROPERTY building including relocating the open space/all structures/

to the exterior of the SAID PROJECT and/or all common structures, areas, amenities in and around SAID PROJECT. The FIRST PARTY is entitled to revise the specifications relating

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11. COMPLETION OF PROJECT

complete the project within 48 months (forty eight months) from with the terms and obligations. 11.1) The date of receiving all the necessary approvals and shall comply FIRST PARTY shall do all that is necessary to

PARTY UNITS by the FIRST PARTY to the SECOND PARTY: 11.2) In respect of the delivery of possession of the SECOND

respect of the villa(s) to be handed over. obtained an occupancy certificate from the concerned authority in The same shall be done only after the FIRST PARTY has

hereinbelow: take possession of the SECOND PARTY UNITS as provided PARTY shall be entitled to call upon the SECOND PARTY to failure to grant, the same by the concerned Authority, the FIRST account of unjust, un-reasonable or illegal denial, neglect or to no fault whatsoever attributable to the FIRST PARTY or on FIRST PARTY is unable to obtain the occupancy certificate due otherwise complete in all respects as per this Agreement but the However in the event that the SECOND PARTY UNITS

SECOND PARTY UNITS calling upon the SECOND PARTY to take possession of the this requirement in writing or by conduct, by Registered A.D. Post handed over as aforesaid, the FIRST PARTY shall inform the SE-Once the SECOND PARTY UNITS are ready in all respects to be COND PARTY in writing, unless the SECOND PARTY waives and to complete all formalities in

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respect thereof within 15 days from the date of receipt of the said

PARTY. signing and handing over the letter of acknowledgement to FIRST simultaneously upon the SECOND PARTY, or their agent, delivery of possession shall be given to the SECOND PARTY The delivery of possession shall be acknowledged in writing by SECOND PARTY to the FIRST PARTY and the actual

and in law in respect of handing over the SAID PREMISES on the expiry of the 15 days from the date of receipt of the said letter. be deemed to have fulfilled his obligation under this agreement without justifiable and reasonable cause, the FIRST PARTY shall within 15 days from the date of receipt of the aforesaid letter, take delivery of possession of the SECOND PARTY In the event, the SECOND PARTY refuses, fails or neglects to UNITS

satis-fy themselves of the quality of construction of the SECOND PREMISES is free from all defects and deficiencies. details/specifications It is the duty of the SECOND PARTY to inspect and verify and UNITS and that the same agreed herein, and confirms that the to SAID the

deficient work(s) in respect of the said stage/slab or the said above, the Upon completion of the respective stage/slab or works as entitled to make any complains or claims regarding defective or works. SECOND PARTY shall be precluded and will not be

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deficiencies and is complete in all respects. common areas, and that the same is free from all defects and quality of construction of SECOND PARTY UNITS and of the acknowledgment, that the SECOND PARTY are satisfied with the SECOND PARTY UNITS are complete in all respects and free the same to be inspected, verified, and satisfy themselves that the shall at the time of taking delivery of the SECOND PARTY It is the duty of the SECOND PARTY and the SECOND PARTY from all defects or deficiencies. The letter acknowledging delivery UNITS, to inspect, verify, the SECOND PARTY UNITS or cause possession shall signify, and will be treated

alleged to be defec-tive or deficient, or alleged to have not been carried out or completed. UNITS or any common area of SAID PROJECT, which may be PARTY in respect of any item of work, in the SECOND PARTY shall not be entitled to claim or seek redress against the FIRST as stipulated above, the SECOND PARTY shall be precluded and ac-knowledging delivery of possession, or upon deemed delivery Upon taking delivery of possession and handing over of the letter

granite, or any sanitary fitting etc. FIRST PARTY shall not be responsible for colour/ size variations Cracks/dampness shall not be considered as defective work. The flooring tiles, glazed tiles or any natural stones like marble,

amount towards the cost, expenses or charges of repairing or entitled to claim and the FIRST PARTY be made liable to pay any 11.3) Under no circumstances shall the SECOND PARTY be

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curing any defects undertaken or carried out by the consent of the FIRST PARTY. conducted by the SECOND PARTY without the prior written

shall be entitled to a reasonable extension of time for handing or making the payment. over/delivery of the possession of the SECOND PARTY UNITS PARTY and in any of the aforesaid events, the FIRST PARTY the Government of Goa or the Central Government or due to any legal proceedings in any court/tribunal, and/or any competent Act, Rule, Regulation, Notice, Order, Notification or Circular of or if the non delivery of possession is due to or is a result of any material or by reason of war, civil commotion or any act of God or the payment is delayed by reasons of non availability of the time stipulated above if the construction or completion thereof PARTY UNITS or delays in making payment as aforesaid within FIRST PARTY is unable to deliver possession of the SECOND 11.4) The FIRST PARTY shall not incur any liability if the or other reasons beyond the control of the FIRST

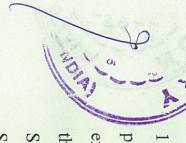
any person, thereby selling, letting out, or agreeing to sell, let out memorandum(s) of understanding, agreement(s) or deed(s) with party shall be free to deal with and dispose of their respective proportionate undivided rights to the SAID PROPERTY, 11.5) With effect from execution of this Agreement, In respect of respective premises/ units, including their respective the said project, including entering

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all of their premise(s)/ unit(s) in the SAID PROJECT with or regard, subject to: earnest money or deposit and do all that is necessary in this PROPERTY and receive the consideration thereof, including without the or otherwise transfer or put another person in possession of any or corresponding undivided rights Ħ. the

their right in or to the land of the SAID PROPERTY. the parties shall not be entitled for demarcation or partition of SECOND PARTY to the undivided proportionate share in the land of the SAID PROPERTY shall be joint and imparitable 11.6) The title and interest of the FIRST PARTY and the

PARTY from the FIRST PARTY UNITS in the SAID PROJECT shall be exclusively for, and be retained by, the FIRST PARTY PARTY from their SECOND PARTY UNITS shall be exclusively for itself. similarly for, and be retained by, the SECOND PARTY themselves and 11.7) All monies or other benefits received by the all monies or other benefits received by the FIRST SECOND



SECOND PARTY shall be bound to maintain the externals of the SECOND PARTY UNITS or the building or any part thereof. The thereof, and shall not change or alter the externals of the external look of the SECOND PARTY UNITS, or any party possession shall not do or suffer to be done anything to the 11.8) The SECOND PARTY from the date of delivery

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unless otherwise permitted in writing by the FIRST PARTY. the SAID PROJECT as regards the colour, wood work, grills etc, SECOND PARTY UNITS in uniformity with the other villa(s) of

11.9) On completion of the **PROJECT**,

The FIRST PARTY shall get -

the said property corresponding to the said villas. proposed plan of the said project along with undivided rights in On ownership basis, villas (numbered 1,2,3,6,7 &

11.10) The SECOND PARTY shall get -

rights in the said property corresponding to the said villas. On ownership basis, identical furnished villas (numbered 4 & 5) per proposed plan of the said project along with undivided

PARTY PROPERTY by the SECOND PARTY in favour of the FIRST transfer of necessary documents/instruments of allotment of villas including respect of their respective premises/villas in the SAID PROJECT, the FIRST PARTY and SECOND PARTY shall execute the 11.11) After allotment of villas in terms of this Agreement, In corresponding undivided rights in the

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along with proportionate undivided rights in the said property. for sale of villas in favour of respective Purchasers of the villas SECOND PARTY shall execute necessary documents/instruments 11.12) Upon completion of the project, the FIRST PARTY and

Schedule Property and corresponding to the FIRST PARTY liable to transfer the balance divided/undivided share in the mentioned in Schedule III and the SECOND PARTY shall be of the SECOND PARTY UNITS as per the specifications UNITS to the FIRST PARTY. being completed the FIRST PARTY may handover the possession 11.13) Due to unforeseen reason, in the case of the project not

12. INDEMINITY & ASSURANCES BY OWNERS

claim, action or proceedings and third parry claims that may arise indemnified and harmless against any loss or liability, cost or share, The SECOND PARTY shall keep the FIRST PARTY fully SECOND PARTY on account of any defect in or want of title on FIRST PARTY for any act of omission or commission of the against the FIRST PARTY or any one claiming through the the Schedule Property and or disposal of the FIRST PARTY tenancy claims and which shall bar the development and sale of taxation or acquisition proceedings or charges of any kind or any Property is not subject to any encumbrances, attachments, court or interest or share in the Schedule Property and that the Schedule marketable and subsisting and that no one else has any right, tile, confirm that their title to the Schedule Property is valid, good, 12.1) The SECOND PARTY hereby covenant, declare and

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Schedule Property shall always be that of the SECOND PARTY. PARTY agrees that the cost of making out clear title to the the SECOND PARTY to the Schedule Property. The sustained by the FIRST PARTY on account of defect in title of the part of the FIRST PARTY and make good any losses/damages SECOND

inconsistent with this Agreement nor shall grant any licence to use Property or any interest/s therein in any manner whatsoever the Schedule Property is zoned as settlement under both the proceeding/s, maintenance/s and other charge/s and claim/s and any encumbrances, mortgage/s, leasehold right/s, acquisition the Schedule Property or grant any Power of Attorney to deal with Schedule Property nor shall deal with or dispose of the Schedule developed as a residential enclave. Property. The SECOND PARTY assures the FIRST PARTY that same and that there is no other person interested in the Schedule demand/s and that they have a clear and marketable title to the PARTY has free hold title to the Schedule Property, not subject to PARTY has agreed to enter into this Agreement expressly on the Schedule Property. The SECOND PARTY will not encumber the the prospective purchasers of the Villas to be constructed in the aware that the FIRST PARTY has to represent the above facts Town and Country Planning Department and the same can be Regional Plan 2001 and the Regional Plan 2021 published by the faith and strength of such representation that the 12.2) The SECOND PARTY acknowledge that the FIRST The SECOND PARTY are SECOND

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any other person other than the FIRST PARTY. the Schedule Property during the subsistence of this Agreement to

13. INDEMNITY & ASSURANCES BY DEVELOPER

in accordance with the agreed Specifications and shall be of good sewers lines and pipes etc and secure an occupancy certificate(s). compounds, reception block, electrical works, water connections The FIRST PARTY further assures that the constructions shall be walkways, roads, passages, amenities, facilities, fittings, fixtures, approvals/sanctioned plans with internal and external services, Schedule Property/construct villas in accordance with the all approvals and sanctions the FIRST PARTY shall develop the Schedule Property. The FIRST PARTY assured that, on receipt of FIRST PARTY shall be fully liable and responsible to the and/or the putting up of the construction, amenities and further the Schedule Property or otherwise or arising out of development omission or com-mission in relation to the development of the Government, Statutory Authorities and all other Authorities for to discharge their liabilities/obligations or on account of any act of claim, action or proceedings, that may arise against the SECOND PARTY by reason of any failure on the part of the FIRST PARTY indemnified and harmless against any loss or liability, cost or FIRST PARTY shall keep the SECOND PARTY fully of and construction of buildings in or upon the all the statutory requirements regarding

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SCHEDULE PROPERTY TO DEVELOPER 14. TRANSFER OF UNDIVIDED RIGHT/SHARE IN THE

in the Schedule Property as per terms of this agreement, with proportionate share of divided/undivided right/interest in land area and/otherwise dispose of the FIRST PARTY UNITS together with there under in its own name. persons intending to own villas and receive the consideration plan, licence, approvals and plan for construction of Villas shall be entitled to enter into agreements to sell, transfer, lease 14.1) The FIRST PARTY on obtaining sanction of development

allocated to share of the FIRST PARTY. divided/undivided right, title and interest in the Schedule Property other other documents of conveyance to effectively transfer and FIRST PARTY shall be entitled to execute sale deeds and all Property and obtaining the occupancy/completion certificate the 14.2) That on completion of the development of the Schedule FIRST PARTY UNITS and proportionate

the FIRST PARTY and/or its nom-inee/s and assignee/s in term of divided/undivided right/share in the Schedule Property corresponding to the FIRST PARTY UNITS to be conveyed to Deed/s expenses in connection with the preparation and execution of the 14.3) The stamp duty, registration charges, legal fees if Conveyance and/or other documents relating to and

Consons from

this agreement shall be borne by the FIRST PARTY and/or its nominee/s and assignee/s.

Schedule Property and/or/sale/transfer of FIRST PARTY UNITS. meet all their tax liabilities arising on development of the be borne by the SECOND PARTY while the FIRST PARTY shall PARTY and/or its nominees under one or more documents shall transfer of land rights as aforesaid in Schedule Property to FIRST 14.4) The capital gains tax, if any that may be leviable on the

SECOND PARTY UNITS/FIRST PARTY UNITS TAXES, MAINTENANCE, DEPOSITS, ETC. 9 2

delivery of possession of the same as spelled out in clause 9. respect of the SECOND PARTY UNITS from the date of taking electricity and water charges and all other outgoings payable in property taxes, rates and ceases and maintenance charges, transferees/assignees/nominees shall be liable to bear and pay all SECOND PARTY and/or

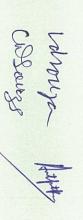
deposits payable to the Electricity Authorities, Water Supply or transferees/assignees/nominees is liable to pay SECOND PARTY UNITS. transferees/assignees/nominees will also be liable to pay concerned Authorities in proportion to the SECOND PARTY GST/VAT/Sales STIND The Tax on works contract, Service Tax on the SECOND SECOND PARTY PARTY and/or the and/or/its

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COMMON AND

common areas, amenities and facilities without any these common amenities. from anyone, subject to sharing expenses for maintenance of all common areas such as roads/passages etc. The SECOND PARdevelopment/enclave/layout including of the FIRST PARTY UNITS shall be entitled to make use of all UNITS shall have the right to use all the internal roads/driveways, TY/purchasers/occupants of the SECOND PARTY UNITS and SECOND PARTY UNITS and FIRST PARTY/owners/occupants enjoyment. The SECOND PARTY/occupants/owners of the roads/driveways, recep-tion block and other areas of common 16.1) The FIRST PARTY shall be developing the Schedule into PARTY/owners/occupants of the FIRST PARTY 2 Residential Enclave by amenities the right to enjoy provided laying obstruction internal

and pay proportionate maintenance expenses for the maintenance SECOND PARTY and/or its nomi-nee(s)/transferee(s) shall bear of the same is taken by the SECOND PARTY or not, PARTY in accordance with clause 11 above, whether possession occupation for which a notice has been sent to the PARTY that from the date the development is complete in all 16.2) It is hereby agreed by the SECOND PARTY and the FIRST and the SECOND PARTY UNITS



common area/facilities. other costs and expenses connected with maintenance and its respect of meters, maintenance charges, security charges and all tax/es, electricity and water tax/es and charges/s or deposits in expenses in respect of the Schedule Property such as insurance, of common areas and facilities and all outgoings on general

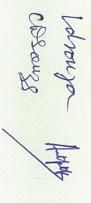
17. FORMATION OF ENTITY:

SAID PROPERTY and the SAID PROJECT. society (hereafter referred to as an ENTITY) for maintaining the shall assist each other in forming a co-operative maintenance If mutually agreed the FIRST PARTY and SECOND PARTY

may be required for the formation of the ENTITY sign all form(s), application(s), deed(s), and other docu-ment(s) as When a decision in this matter is taken, the respective parties shall

18. FINANCE

and/or other financial institution(s) etc. of land, in favour of Bank(s), Financiers, Financial Companies FIRST PARTY UNITS and their corresponding undivided share mortgage, or creating a charge or security interest against the FIRST PARTY to receive money/ finance by raising any loans, The SECOND PARTY hereby give their express consent to the



19. INCREASE IN FAR/TDR

granted/imposed by law or any authority in respect of the SAID the FIRST PARTY. PROPERTY, all such benefits shall be exclusively for the use of FSI/FAR presently allowed to the SAID PROPERTY is increased In the event, before the execution of the final sale deed(s), the decreased or any other or further benefits /restrictions are

20. PUBLIC NOTICE

purposes. notice in writing to this effect and upon expiry of one month, the Joint Venture by giving the SECOND PARTY a one months FIRST PARTY shall be entitled to terminate this Agreement for agreement or smooth development of the SAID PROPERTY the the FIRST PARTY has the effect of disturbing or frustrating this the development thereof which in the opinion of the advocate of person against the SAID PROPERTY this Joint Venture and/or objec-tions against this Joint Venture and/or development of the Agreement shall stand terminated for all effective and practical SAID PROPERTY. In case any objection is received from any to issue Notice(s) to the public by whatsoever mediums inviting The SECOND PARTY does hereby authorize the FIRST PARTY

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21. ADDITIONAL WORK:

PARTY UNITS if the same is undertaken by the FIRST PARTY. the time stipulated for completion of construction of the SECOND time taken for undertaking such additional work shall be added to possession is handed over to them by the FIRST PARTY. The additional items of work done by their own agency only after that the the SECOND PARTY shall be at liberty to get any PARTY on a separate and mutually agreed terms/and/or rates or additional items of work (other than those specified in the The FIRST PARTY may at their discretion agree to execute annexed hereto) as required by the SECOND

22. ACQUISITION:

by the FIRST PARTY in its entirety. construction made thereon by the FIRST PARTY shall be taken entirety and the compensation payable for development and full area of land shall be taken by the SECOND PARTY in If the entire Schedule Property is acquired under any Law by the Agreement shall stand terminated, Com-pensation payable for the or other Authority under the law,



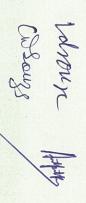
23. MISCELLANEOUS:

development of the SAID PROPERTY and sale of the villas Attorney in favour of the FIRST PARTY for the purpose of The SECOND PARTY shall execute Irrevocable Power of

PROJECT and/or the lapse of this Joint Venture. continue and subsist even after the completion of the SAID The respective rights and obligations of each party shall

encumbrance of whatsoever nature in respect of the said property entered into any Agreement in respect of the said property with THIRD PARTY and that they have not created any SECOND PARTY covenants that they have

IV. done, performed and executed all such acts, deeds and things shall at all times hereafter do, perform, execute or cause to be Agreement or as reasonably required by the FIRST PARTY. PROJECT or according to the intent and meaning of this whatsoever which may be necessary for further, better and more The SECOND PARTY does hereby undertake that they every part thereof for development of the



24. INTERPRETATION:

the parties herein and shall be on a principal to principal basis. This Agreement shall not be construed as a Partnership between

25. ADVERTISEMENT:

response from prospective purchasers and in terms of this Newspapers/place advertisements on the internet, calling PARTY shall be entitled to advertise for sale and disposal of the Upon obtaining of plan approval for the development, the FIRST Agreement. Villas in the Schedule Property and to publish in the

26. SPECIFIC PERFORMANCE:

such breach from the party committing breach; be entitled to recover all expenses incurred as a consequence of aggrieved party) shall be entitled to specific performance and also In the event of breach by either party, the other party (the

27. AMENDMENT:

parties. amended only by a written document execut-ed between the be deemed to amend this Agreement. This Agreement may be of any matter arising out of or contained in this Agreement shall No Decision or exercise of discretion/judgement/opinion/approval

Cosaus from

28. WAIVERS:

Agreement. subsequently will not be construed as waiver of them or of the right at any time or any one or more of the terms or conditions of this Agreement The failure by either parties to enforce any term or for any period, to enforce all terms and condi-tions of this

29. NOTICE AND ADDRESSES:

be addressed to the FIRST PARTY, addressed and sent to: SECOND PARTY, by or under this agreement or otherwise shall All letters, notices, communications to the FIRST PARTY and the

Pinto Rosario Holdings Private Limited,

House No 698,

Porvorim, Bardez,

Goa - 403501.

to the SECOND PARTY, addressed and sent to:

Walter Emmanuel D'Souza,

House No. 362,

Pinto Vaddo, Verla,

Post Parra, Bardez, Goa.

Knozen Jugar

respective parties. shall be deemed to have been lawfully served and received by the clause) by REGISTERED AD or Under Certificate of Posting changed address (subject to the immediately above preceding papers or communication etc. sent on the above address or the address of the parties. Any letters, reminders, notices, documents, party the above address shall be deemed to the valid and existing communication of such change in address is received by the other concerned party to the other party, in writing. Until and unless the change in the above address shall be notified by the

30. JURISDICTION:

jurisdiction in Goa only. proceedings arising out of or in connection may be brought in any courts of competent with

SCHEDULE I

of Bardez under No.11607 of Book B30(New) and not enrolled in property as a whole is described in the Land Registration Office District of Bardez, District North Goa in the State of Goa, which situated within the limits of Gram Panchayat of Verla Village Sub 13/16 of Verla Village, Bardez, Goa, admeasuring 3450 sq.mts., All that PROPERTY known as "Bhatulem" bearing survey no.

Coleans July

the Taluka Revenue Office and the said property is bounded as under:-

Towards the North :- by survey no. 15/19;

Towards the South :- by survey no. 13/12 & 14/3;

Towards the East:- by survey no. 14/4;

Towards the West:- by survey no. 13/12 & 13/15;

plan annexed hereto as ANNEXURE A. The said property shown delineated with red boundary lines in the

SCHEDULE II

the site plan in Annexure C and their floor plans are attached in built-up area). The Said residential villas is marked and shown in 446.71 sq meters each, totally admeasuring 893.42 sqmts (Super bearing Villa Numbers 4 and 5, admeasuring built up area of Annexure D. All that residential villas reserved for the SECOND PARTY

Change

Long

SCHEDULE III

STRUCTURE:

RCC framed structure

FINISHING:

plaster and painted with external paint. External surfaces shall be plastered with double coat cement

painted with acryl-ic emulsion. Internal surfaces shall be plastered, finished with wall care and

DOORS & WINDOWS:

Main door shall have Teak wood frame and shutter.

flush doors. All other doors shall have Sal wood frame and shall be solid core

aluminium with 4mm thick clear float glass. Windows/ventilators shall be in wood or powder coated

FLOORING & DADO:

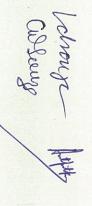
Villa flooring will be of vitrified tiles

Flooring/dado of toilets will be of ceramic tiles.

Garage will have rough shahabad/checkered tiles.

KITCHEN:

Dado tiles shall be 60 cms in height.



Countertop will be of granite.

Under counter cabinets shall be provided.

ELECTRICAL INSTALLATION:

strand cables. Wiring shall be with PVC insulated, copper conductor, multi

Switches/sockets shall be of modular type.

lighting fixtures. All lighting will be a combination of ambient and designer

PLUMBING & SANITARY INSTALLATION:

All plumbing futures shall be in CP brass of Jaquar make.

Hot and cold mixer shall be provided.

Sanitary ware will be of Hindware/Kohler or similar.

SWIMMING POOL:

6.5 meters by 3.0 meters with filtration system.

mentioned. mentioned and in the presence of the witnesses herein below agreement IN WITNESS on the WHEREOF the parties hereto have signed this day, month and year first hereinabove

Consuls



SIGNED SEALED AND DELIVERED
BY THE WITHIN-NAMED FIRST PARTY
PINTO ROSARIO HOLDINGS PRIVATE
LIMITED, represented by its director



MR. SEBASTIAO ANTONIO SUNIL PINTO ROSARIO



Cossour

SIGNED SEALED AND DELIVERED BY THE WITHIN-NAMED SECOND PARTY



groupe

WALTER EMMANUEL D'SOUZA alias WALTER D'SOUZA

Right Hand

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SIGNED SEALED AND DELIVERED

PARTY BY THE WITHIN-NAMED SECOND



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In the presence of the following witnesses:

Name: Kevin S.A. Br Address: the 20 Afr

Name: Nileon B. Now.
Address: H. No. 48, Pazwada
Sichalm, Coa.

Pres

2)

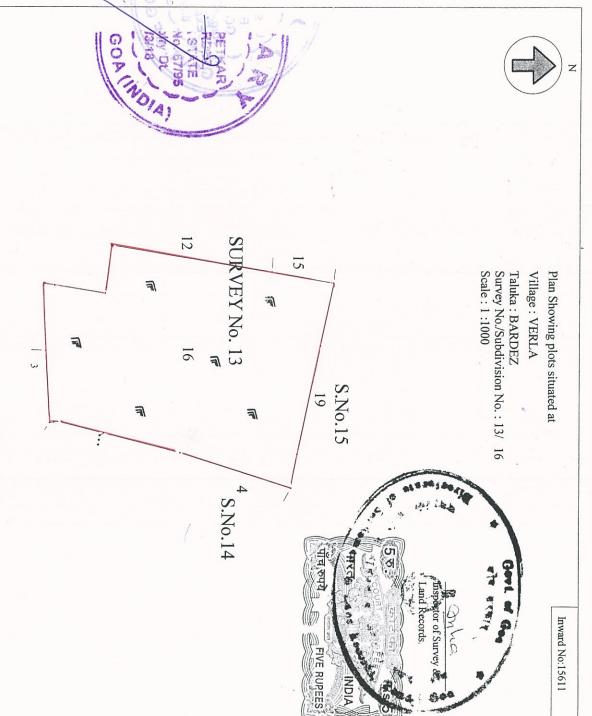
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GOVERNMENT OF GOA

Directorate of Settlement and Land Records

PANAJI - GOA

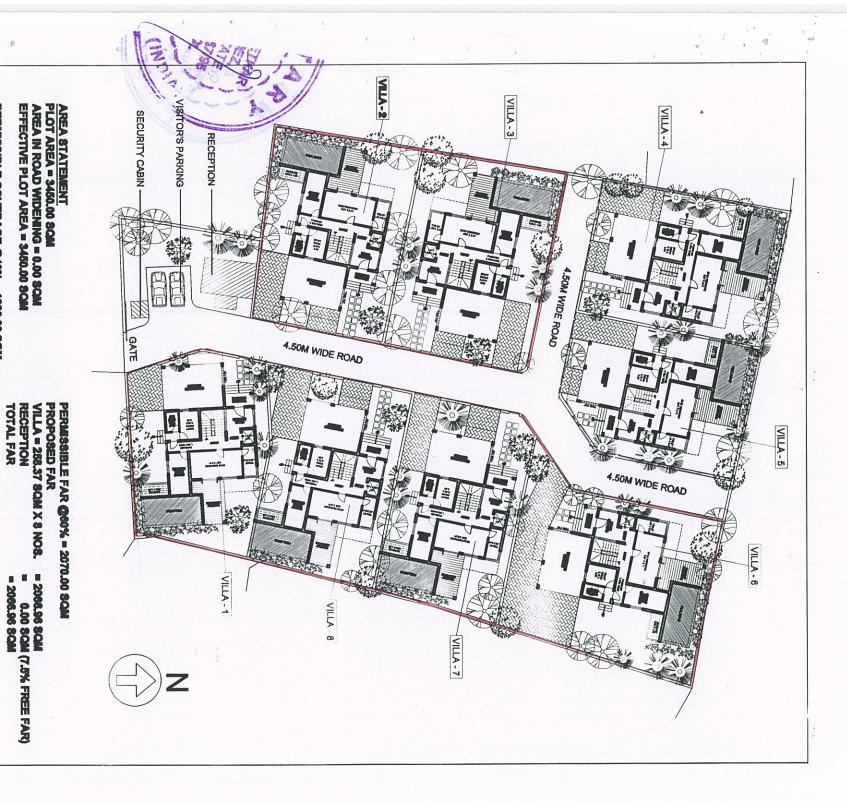


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PROPOSED VILLAS AT VERLA SITE PLAN

RMISSIBLE COVERAGE Q40% = 1380.00 SQM
OPOSED COVERAGE

LA = 147.92 SQM X 8 NOS. = 1183.36 SQM
CEPTION = 27.75 SQM
TAL COVERAGE = 1211.11 SQM

PROPOSED BUA VILLA = 446.71 SQM) RECEPTION TOTAL BUA

3573.68 SQM 27.75 SQM 3601.43 SQM

= 2066.96 SQM = 0.00 SQM = 2066.96 SQM

7.5%

stronges -

ANCHITECTURAL, PITTEROR & LANDSCAPE CONSULTANTS.
#.201 - A.SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA 403001
PH. - 2421800

Jack Brown

Stroster)

PROPOSED VILLAS AT VERLA SITE PLAN

PROPOSED BUA
VILLA = 4/5.71 SQM X 8 NOS.
RECEPTION
TOTAL BUA 3573.68 SQM 27.75 SQM 3601.43 SQM

VISITOR'S PARKING

VILLA - 1

4.50M WIDE ROAD

SECURITY CABIN

AREA STATEMENT
PLOT AREA = 3450.00 SQM
AREA IN ROAD WIDENING = 0.00 SQM
EFFECTIVE PLOT AREA = 3450.00 SQM

PERMISSIBLE FAR @80% = 2070.00 9QM PROPOSED FAR VILLA = 258.37 9QM X 8 NOS. = 2088.9(

= 2066.96 SQM = 0.00 SQM (= 2066.96 SQM

(7.5% FREE FAR)

RMISSIBLE COVERAGE 340% = 1380.00 SQM
OPOSED COVERAGE
LLA = 147.92 SQM X 8 NOS. = 1183.36 SQM
ICEPTION = 27.75 SQM
TAL COVERAGE = 1211.11 SQM

VILLA-3

VILLA - 7

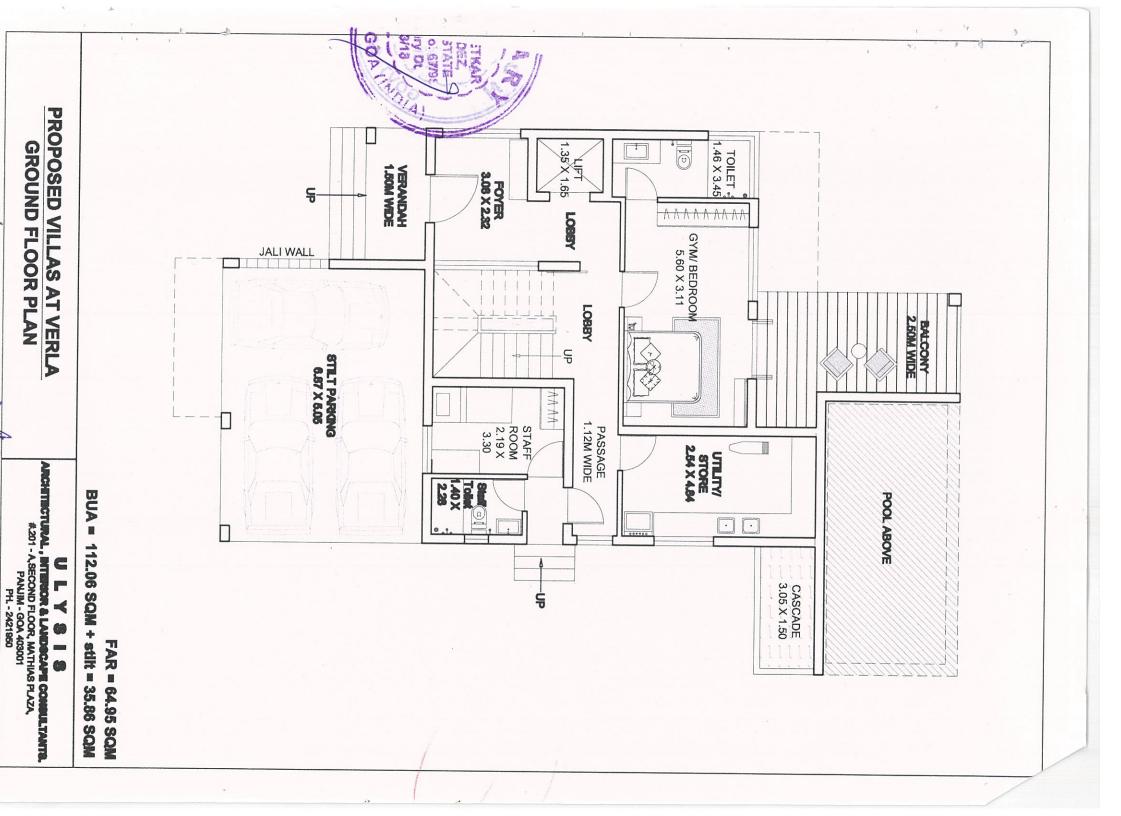
4.50M WIDE ROAD

4.50M WIDE ROAD

VILLA - 5

HITHEORY & LANDSCAPE CONSULTANTS.
USECOND FLOOR, MATHIAS PLAZA,
PANLIM - GOA 403001
PH. - 2421850

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GROUND FLOOR PLAN

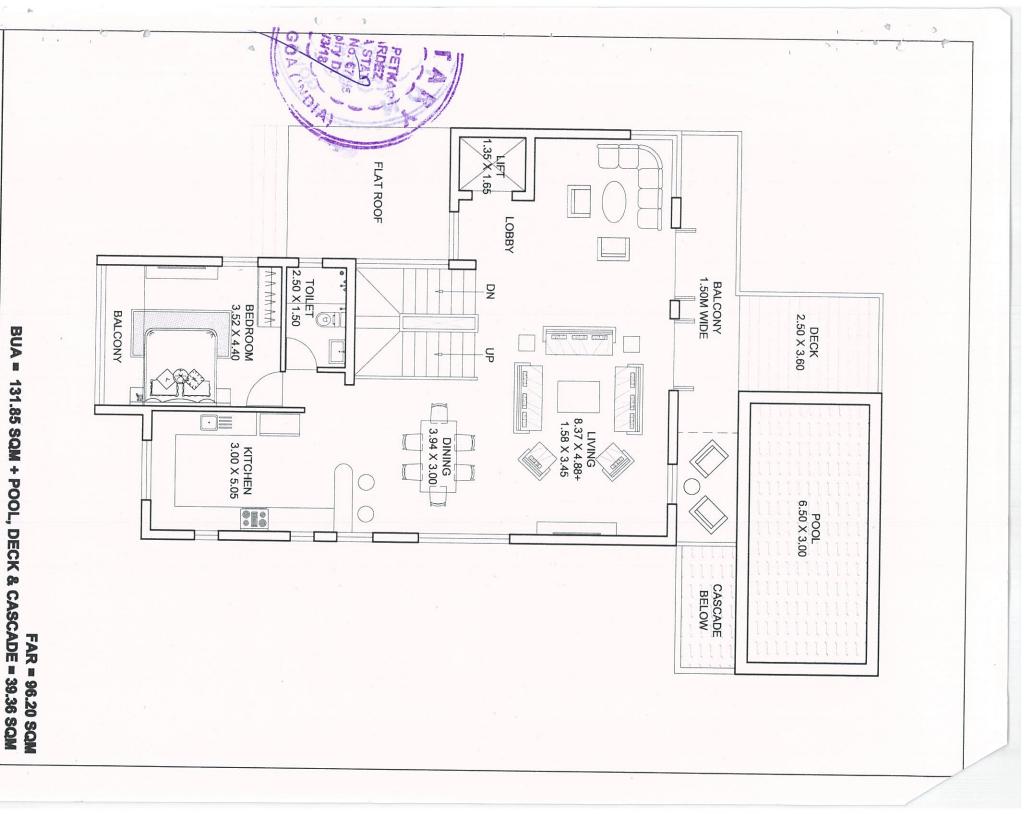
Corones Superior

PROPOSED VILLAS AT VERLA FIRST FLOOR PLAN

BUA =

ARCHTECTURAL, INTERIOR & LANDSCAPE CONSULTANTS.
#.201 - A.SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA, 403001
PH. - 2421860

s Emoses



1.35 X FLAT ROOF BELOW MASTER BEDROOM 7.21 X 3.45 **LOBBY** AAAAAAAAAAA DN BALCONY 1.20M WIDE BALCONY 1.50M WIDE DECK PASSAGE 1.20M WIDE TOILET 2.62 X 2.40 TOILET 262 X 3.41 BALCONY POOL

PROPOSED VILLAS AT VERLA SECOND FLOOR PLAN

BUA = 127.58 SQM FAR = 97.22 SQM

ANCHITECTURAL, INTENDOR & LANDSCAPE CONSULTANTS.
#.201 - A.SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA 403001
PH. - 2421980

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