Liller Laculi John Bara Lid. E-320, RIA DE OURER PANATL GOA 403 001

D-5/STP(V)/C.RL/35/6/2006-RD(PART-III)

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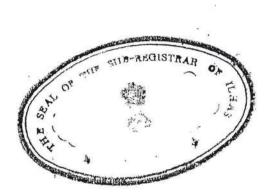
Rs.0705000/- PB6818

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Name of Purchaser,

DEVELOPERS MIS MARKS



AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT is made and entered into at Panaji-Goa, on this 16th day of September in the year Two Thousand Sixteen;

BETWEEN

(1) MRS.ALZIRA MARTA ESTEFANIA PEREIRA alias ALZIRZ MARTA PEREIRA E SILVEIRA also known as ALZIRA MARTA ESTEFANIA PEREIRA E SOARES, wife of late Silvio Francisco de Sousa Silveira e Soares, aged 72 years, widow, housewife, holding PAN Card No. MISS.JANITA LOURENCINHA (2)**CARMO** E SILVEIRA SOARES also known MISS.JANITA LOURENCINA DE CARMO E SOARES, daughter of late Silvio Francisco de Sousa Silveira e Soares, aged 50 years, spinster, service, holding PAN Card , (3) MRS.SULANA SANTANA PEREIRA E SILVEIRA also known as MRS.SULANA BRANGANZA, daughter of late Silvio Francisco de Sousa Silveira e Soares, aged 46 years, married, housewife, holding PAN Card and her husband (4) MR.FRANCIS BRAGANZA also known as MR. FRANCIS DIAGO BRAGANZA, son of Mr.Diago Braganza, aged 50 years, married, businessman, holding PAN Card No. all Indian Nationals and residents of First Bungalow, Merces-Wadi, Tiswadi-Goa, hereinafter called the "OWNERS", (which

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expression shall unless repugnant to the context meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) OF THE FIRST PART;

AND

M/S. MARKS DEVELOPERS, a Partnership Firm, registered under the Indian partnership Act, 1932, having PAN Card No. having its Registered Office at First Floor, Lobo Building, 18th June Road, Panaji-Goa, represented herein by its Managing Partner, MR. RAVI RAMESHCHANDRA GOHIL, son of Shri Rameshchandra S. Gohil, aged 31 years, married, businessman, Indian National, holding PAN Card No. and residing at "MATRUCHAYA", Plot No. 26, PDA Colony, Porvorim, Bardez-Goa, hereinafter called the "DEVELOPER", (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) OF THE SECOND

WHEREAS Owner no. 1 MRS.ALZIRA MARTA
ESTEFANIA PEREIRA alias ALZIRZ MARTA

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PART.



PEREIRA E SILVEIRA also known as ALZIRA MARTA ESTEFANIA PEREIRA E SOARES is represented through Power of Attorney dated 19/4/2013 executed before Notary Meera Medhekar, Panaji-Goa bearing Registration No.4285 by daughter and owner no. 3 MRS.SULANA SANTANA PEREIRA E SILVEIRA also known as MRS.SULANA BRANGANZA and same notarized copy of the Power of Attorney produced herewith.



AND WHEREAS Owner no. 2 MISS.JANITA LOURENCINHA CARMO E SILVEIRA SOARES also known as MISS.JANITA LOURENCINA DE CARMO E SOARES, is represented through Power of Attorney dated 20/2/2003 executed before Notary Menino Teles, Panaji-Goa bearing Registration No.896/03 by brother in law and Owner No.4 MR.FRANCIS BRAGANZA also known as MR. FRANCIS DIAGO BRAGANZA, and same notarized copy of the Power of Attorney produced herewith.

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AND WHEREAS, there exists an immovable property known as "MORGADO", situated at St. Inez, within the limits of the Corporation of the City of Panaji, Taluka Tiswadi, North Goa District, State of Goa, described in the Land Registration Office under No. 19892 of Book B-53 (New) and bearing Matriz No. 159 and Urban Matriz No. 161 (New), more particularly described in "SCHEDULE I" hereunder written and hereinafter referred to as the "SAID PROPERTY". The said property forms a part of entire Larger Property earlier described under No. 19414 of Book B-51 (New) of Ilhas Land Registration Office.

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and whereas, the said property is found inscribed under Inscription No. 20611 at Folio 67 of Book G-33 of Land Registration Office of Ilhas in the name of Mr. Francisco Xavier Maximiano de Silveira, marred to Mrs. Almira Estelina De Souza, having allotted to them by a Public Deed of Declaration, Partition and Agreement entered into on 10/05/1949. The said Shri Francisco Xavier Maximiano Silveira e Soares and his wife Smt. Almira Estelina de Souza, having allotted them the place identified under Letters "A" & "E" of the said Entire Property

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No. 19414, amongst other properties, in which Plot "A" is a Residential House.

AND WHEREAS, by the Deed of Gift dated 13/9/1961 registered at Page 63V of Book No. 541, the said Shri Francisco Xavier Maximiano Silveira e Soares and his wife Smt. Almira Estalina de Souza, of their disposable shares gifted to their two sons, namely Shri Silvio Francisco de Souza Silveira e Soares, unmarried; and Mr. Basilio Jerosolomit de Souza Silveira e Soares, unmarried, in equal parts, the said property described under No. 19892 of Book B-53 (New), bearing Matriz No. 161 (New).

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AND WHEREAS, by the Deed of Partition dated 29/6/1963 drawn at Page 190 of Book No. 558, executed between the said Shri Silvio Francisco de Souza Sileveira e Soares and Mr. Basilio Jerosolmit de Souza Silveira e Soares, partitioned the said property, partitioned into "Two Lots" represented by Letters "A" and "B:, whereby "Lot A" was allotted to late Shri Basilio Jerosolomit de Souza Silveira e Soares and "Lot B" was allotted to late Shri Silvio Francisco de Souza Silveira e Soares. The said



"Lot B" is surveyed under Chalta Nos. 78, 78B and 79 to 103 of P.T. Sheet No. 95 of City Survey Panaji and is totally admeasuring 10,365.00 square meters and is described in "SCHEDULE II" hereinafter appearing and hereinafter referred to as the "SAID LOT B" and as per the Plan-I annexed hereto marked in "RED" colour boundary line for identification signed by all the parties.

AHD WHEREAS, in the said part of "LOT B", there exists a Building, namely "MAITHALI" comprising of Ground and Two Upper Floors along with small huts and old structures occupied by various persons allowed by the OWNERS. The said Building consists of Ground and Two Upper Floors which are presently occupied for Residential/Commercial purposes.

AND WHEREAS, the OWNERS entered into two separate Agreements for Development and Sale, both dated 3/9/2012 with the DEVELOPER to develop the SAID PLOT B by constructing thereon Two Buildings, being "BUILDING A" AND "BUILDING B" on the terms and conditions specified in the said Two Agreement for Development and Sale, both dated 3/9/2012.

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AND WHEREAS, the construction of the said TWO BUILDINGS in terms of the aforementioned Agreements for Development and Sale, in "LOT B" is in progress.

AND WHEREAS, the Parties are presently desirous of entering into a further Third Agreement for Development and Sale with the DEVELOPER, so as to avail of the balance FAR available, in respect of the said "LOT B" which continues to be undivided till date by constructing thereon one or more Buildings, thereby utilizing the balance FAR that remains unutilized at the time of execution of the present Agreement for Development and Sale.

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AND WHEREAS, the Parties are desirous of reducing the terms and conditions of the said Agreement for Development and Sale to writing.

NOW THIS AGREEMENT FOR DEVELOPMENT AND SALE WITNESSETH AS UDNER:-

1. In pursuance of the said Agreement and in consideration of the sum of Rs.2,43,00,000/- (Rupees Two Crores Forty Three

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Lakhs only), of which a sum of Rs.50,000/- (Rupees Fifty Thousand only) has been paid by the Developer to the Owners at the time of signing of this Agreement, the receipt whereof the Owners do hereby acknowledge and accept and the balance amount of Rs.2,42,50,000/- (Rupees Two Crores Forty Two Lakhs Fifty Thousand only) to be paid in kind by allotting to the Owners Premises, more particularly described in "SCHEDULE IV hereunder written, the Owners do hereby agree that the Developer shall be entitled to develop the said "LOT B", by putting up Additional Building or Buildings thereon utilizing the entire balance F.A.R., which is to be tune of 3598.00 square meters.

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- 2. For the purpose of this Agreement for Development and Sale of "LOT B" shall be treated as one Single Plot and the Developer shall be entitled to construct the Building or Buildings, so as to utilize the entire permissible Plot Coverage and floor area, in respect of said "LOT B".
- 3. The Developer presently intends to construct a Building, in the part of plot "LOT B" which will be identified as "BUILDING



C" and described in detail in "SCHEDULE III". Against the balance amount of consideration of Rs.2,42,50,000 (Rupees Two Crores Forty Two Lakhs Fifty Thousand only), the Developer shall allot to the Owners 40% of the total built up area more particularly described in "SCHEDULE IV" hereunder written and identified on plan annexed herewith marked in red colour boundary line.

- 4. The Developer is entitled to retain the balance area which is mentioned in "SCHEDULE V" and identified on plan annexed herewith marked in green colour boundary line.
- 5. The Developer shall be entitled to design and construct the "BUILDING C" at his discretion. However, the premises to be allotted to the Owners shall be in accordance with the specifications specified in "SCHEDULE VI" hereunder written. The Developer is entitled and empowered to carry out the development in accordance with the PLANS Approved by the North Goa Planning and Development Authority and Construction License issued by the Corporation of the City of Panaji, within whose jurisdiction the SAID PROPERTY falls.

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- 6. The Developer shall be at liberty to modify/amend/revise the PLANS once approved and submit the same to the concerned authorities for fresh approval as per the convenience of the Developer.
- 7. The Developer shall be entitled to consume the entire balance FAR available, in respect of the said Building by virtue of the present Agreement. The development shall be carried out by the Developer at his own expense. The Owners shall execute a Power of Attorney in favour of the Developer, so as to allow/ authorize the Developer to effectively implement the present Agreement for Development and sale.
- 8. The Owners shall be entitled to retain with themselves the undivided right to 968.00 square meters of the said "LOT B", corresponding to the built up area of 1452.00 square meters to be allotted to the Owners in the "BUILDING C" to be constructed pursuant to the present Agreement for Development and Sale. The balance undivided right in the land shall be that of the Developer.

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9. If there is any residual FAR and /or other development potential or benefit in respect of plot B in relation to buildings A & B and the plot area apportioned there to under the two agreements for development and sale both dated 3/9/2012, then the residual FAR and /or other development potential shall be utilized while constructing building C at the discretion of the builder who shall also be entitled to revise the building plans in respect of any of the building A, B & C in order to utilize the said residual FAR or other development potential or benefit.

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development potential or benefit with respect to the said plot B, be it on account of change in planning and or municipal regulations or otherwise due to change of zone in respect of the said plot B or any part thereof or on account of any circumstances, the change in the FAR shall accrue to the Developer and the rights and entitlements of the Owner shall remain unchanged and shall not be affected in any manner on account of such change and valuation and anure for his benefit or otherwise. In such an eventuality of change in FAR the proportionate undivided right in plot B to be allotted to the owner

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and Developer or their nominees shall stand revised in proportion to the built up area which is allotted to the owners and the developers respectively.

11. The Developer shall be entitled in his absolute discretion to make such adjustments or changes in the approved plan in the event of the variation arising under the circumstances in clause no.10. However in no case will the changes diminish or reduce the entitlement of the owner under this agreement as it presently stands.

12. The Developer will be entitled to modify the Approved Plans as they may deem fit provided the modifications are within the Bye-laws or as per the provisions of the Approved Scheme laid down by the Competent Authorities. The Developer shall pay all the fees of the Architects and RCC Consultants, Engineers, labourers, contractors, etc., appointed by them for the development of this project. It is agreed that while appointing Architects and RCC Consultants, the Developer shall procure in favour of the Owners in writing that they shall not look to the Owners or any of them for their fees or otherwise. The

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Developer shall be entitled to change the specifications as appearing in "SCHEDULE VI" to suit the Revised Plan which may be got approved by the Developer at any stage of the construction.

The Developer shall in the course of construction and 13. completion of the said Residential "BUILDING C" do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the Statutes applicable thereto and with the Bye-laws and the Rules and Regulations, Development Control Rules and the Rules and Regulations of any other Public Body or the Local Authority or Authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the Owners indemnified of, from and against all the claims for the fees, charges, times and other payments whatsoever which during the progress of the work may become payable or be demanded by the said Authorities, in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay as from the date of possession of all claims, easements, outgoing rates, rents, the

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Corporation of the City of Panaji taxes and other dues, duties, impositions and burdens at any time hereafter chargeable against the Owners or Occupier by the Statutes or otherwise relating to the said "LOT B" or "Building C" thereon as and when they become due and/or payable and undertakes to keep the Owners indemnified of, from and against all payments thereof.

- 14. The Developer hereby agrees and covenants as under:-
- (a) That they shall construct and complete the said Building "C" on the part of said LOT B in accordance with approval to be given by the North Goa Planning and Development Authority and License issued by Corporation of the City of Panaji at their costs and expenses and shall also obtain necessary Occupancy Certificate from the said Corporation of the City of Panaji, within a period of 36 months from the date of handing over of vacant possession and starting of construction of said residential "BUILDING C".
- (b) Upon being placed in possession of the built up area of the said Building as assigned to them towards consideration provided therein, the Owners hereby agreed to execute the Deed of Sale, in respect of the said proportionate undivided share in part of said

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LOT B as a whole or in parts in the said LOT B, in favour of the Developer herein or in favour of their nominees or in favour of the Co-operative Society/Association and shall transfer, convey and assign the same in their favour all that balance area of undivided share of 1429.00 square meters in the part of said LOT B described in "SCHEDULE V" hereunder, excluding the undivided share of 968.00 square meters in the said LOT B, which is corresponding to 17 nos of flats having the super built up area of 2205.00 square meters and 17 nos of Stilt parking to be

constructed by the Developer to the Owners and in the event, above said execution of the said Deeds of Sale, the Developer herein hereby agrees to bear all the Stamp Duty, registration charges and other legal expenses incurred on the Deeds of Sale.

(c) The Owners hereby declare that their title to the said LOT B is good, clear, legal and marketable and they indemnify the Developer, with respect to any claims, demand, charges and encumbrances of whatsoever nature, if received at any time in future on account of the defective title of the Owners, the Owners shall be solely liable to settle such claims at their own costs and expenses.

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- (d) The Developer shall be entitled to sell, dispose, assign, convey, mortgage to any person/s of the Developer's choice or to any Banks, Financial Institutions, Companies, Firms, etc., the Developer Premises allotted to the Developer and described in "SCHEDULE V" hereunder written and the Owners shall have no claim or objection of whatsoever nature to the same.
- (e) The Developer shall also be entitled to have the Power of Attorney from the Owners on signing the Agreement with respect to the entire construction of the "BUILDING C" on the said LOT B.
- (f) The Developer shall not create any financial and/or other liability on the Owners while constructing, completing the said "BUILDING C" and hereby keep the Owners indemnified from such liability.
- (g) The Developer shall give written notice to the Owners upon completion of the said "BUILDING C", i.e. the completion of Owners Premises allotted to the Owners upon taking Full or Partial Occupancy Certificates from the Corporation of the City

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of Panaji and the Owners shall take possession of their allotted premises within 30 days from the service of such notice. Upon taking possession of the Owners Premises the Owners shall be solely liable to payment of all taxes, cesses, levies, public outgoings, impositions, maintenance charges on pro rata basis along with other Premises Holders in "BULLDING C".

- (h) The OWNER shall deposit with the DEVELOPER following amount at the time of delivery of the possession of SAID SHOPS/OFFICES/FLATS which deposit shall be non-refundable and interest free.
- 1) At the rate of Rs.2000/- per sq,mts. of super built-up area towards maintenance and common expenses.
- 2) A sum of Rs.15,000/- per shop/office/flat towards share amount/contribution towards formation of co-operative society.
- (i) The Owners shall have the rights in common along with all other Premises Holders in "BUILDING C" for staircase, corridors, common passages, lifts, pathways, gardens and other common amenities and shall not claim any exclusive rights over the same.

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- 15. The parties hereto agree as under:-
- (a) The Developer hereby agrees to complete the construction and hand over the possession of the said seventeen flats having their super built up area of 2205.00 square meters as stated in Schedule IV and the stilt parking of 17 nos to the Owners within a period of 36 month from the date of starting the construction after obtaining all the necessary permissions and sanad in respect of the area, which period shall be extended for a further period of 6 month, if on account of unforeseen conditions or circumstances, the Developer is unable to complete the construction within the stipulated time. However, in case the Developer fails to deliver the possession of the said built up area, i.e. of the Owners Premises as stipulated herein above, the Developer shall be liable for damages of Rs. 34,000/- (Rupees Thirty Four Thousand only) per month.
- 16. The Owners hereby agree and covenant as under:-
- (a) That not part or portion of said Lot B is subject to the Land Acquisition or requisitioning proceedings either pending or disposed and there are no disputes pending or disposed with respect to encroachment, easements, access, etc.

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- (b) The Owners or any one on their behalf has or have/not received any notice of acquisition of the SAID PROPERTY or any part or portion thereof or with respect to the existing structures claiming mundkarial rights or tenancy rights or any other occupational rights.
- (c) The Owners have not entered into any Agreement for Development and Sale, in respect of the part of said LOT B or any part or portion thereof, nor have they received any consideration from any person towards such sale or transfer.
- (d) The Owners or any one on their behalf has or have not created any adverse right in respect of said Lot B or said Undivided Right or said "BUILDING C".
- (e) The Developer is made aware of all the aforesaid facts and have agreed to take the part of said Lot B for development, i.e. for construction of "BUILDING C" at its own risk and consequences.

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The Developer shall be entitled to sell, dispose, assign, (f) convey, mortgage to any persons of the Developer choice or to any Banks, Financial Institutions, Companies, Firms, etc., all those areas allotted to the Developer and described in "SCHEDULE "V" hereunder written and the Owners shall not have any claims or objections of whatsoever nature to the same. Similarly, the Developer is empowered to sign and execute any Agreement/s, Deed Documents with respect to sale of the Developer Premises and further, to receive any considerations/costs of construction in part or in full, towards the same.



- (g) The Developer shall also be entitled to have the Power of Attorney from the Owners on signing this Agreement with respect to the areas allotted to the Developer and with respect to the entire construction of the "BUILDING C" on the said LOT B.
- (h) On execution of this Agreement, the Owners shall grant to the developer, License to enter in to the said LOT B for development, survey, demarcation and measurement of the area, excavation, alignment and construction, etc.

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development, survey, demarcation and measurement of the area, excavation, alignment and construction, etc.

- (i) The Parties hereto are bound by specific performance.
- (j) Time is the essence of this Agreement.
- (k) All the disputes arising between the Parties hereto, whether in relation to the interpretation of any or all terms and conditions of this Agreement or about the performance of this Agreement or concerning any act or omissions by any Party Hereto, the same dispute shall be referred to the Appropriate Court of Law having the jurisdiction.
- 17. The Annexed plans are integral part and parcel of this Agreement.
- 18. The market value of the said undivided land hereby agreed to be developed and sold is Rs.2,43,00,000/- (Rupees Two Crore Forty Three Lakhs only) and accordingly Stamp Duty of Rs.7,05,000/- (Rupees Seven Lakhs Five Thousand only) which amounts to 2.90% of the value.

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19. The possession of the said undivided portion of the SAID **PROPERTY** is not handed herewith. However, possession for development is given.

SCHEDULE - I

(DESCRIPTION OF THE SAID PROPERTY)

"MORGADO", situated at St. Inez, Panaji-Goa described as a whole in the Land Registration Office of Ilhas under No. 19892 of Book B-53 (New) and enrolled under Matriz No. 159 and 161 (Urban) of Taluka Revenue Office of Tiswadi Ilhas and admeasuring about 20761 sq. mts. and forming part of original property described under No. 19414 of Book B-51 (New).



SCHEDULE - II

(DESCRIPTION OF THE SAID LOT B)

ALL THAT PLOT B surveyed under Chalta No. 78, 78B and 79 to 103 of P.T. Sheet No. 95 of Panaji City Survey and is totally admeasuring 10,365.00 square meters forming

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independent and distinct Plot of larger property Morgado described in SCHEDULE - I hereinabove and bounded as follows:

On the East: By Main Road of St.Inez-Panaji.

On the West: By Nallah.

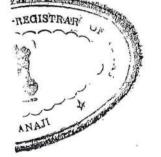
On the North: By Chalta No.17 to 64 of P.T.Sheet

No.95 of City Survey Panaji.

On the South: By Property of Lot 'A' belonging to

Basilio Soares Chalta No.65 to 77 of

P.T. Sheet No.95 of City Survey Panaji.



SCHEDULE - III

(DESCRIPTION OF SAID BUILDING "C")

All that "BUILDING C" having total floor area of 3596.00 square meters on the remaining undivided portion of land. The said building will have super built up area of 5408.00 square meters. The said building is bounded as follows-

On the East: - By Building A and open space of said building

On the West: - By the St Inez creek (nullah) and open space of
said building.

On the North :- By Gutter and open space of said building

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On the South :- By property of Basilio Soares and open space of said building

SCHEDULE – IV (DESCRIPTION OF OWNER'S PREMISES)

Sr	Description	Actual Built	Super Built
No		up Area	up Area
1	17nos Stilt Parking	-	-
	on the Ground		
	floor.		
2	2 nd Floor	1062.00m2	1599.00 m2
	(12 flats)	12	
	(Full Floor)		
3	3 rd Floor	390.00 m2	606.00 m2
	(5flats)		
	T-7, T-9, T-10, T-		*
	11 & T-12		
+	Total 17 flats	1452.00 m2	2205.00m2



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SCHEDULE – V
DESCRIPTION OF DEVELOPER'S PREMISES

SR	DESCRIPTION	ACTUAL	SUPER
NO		BUILT UP	BUILT UP
		AREA	AREA
1	23nos Stilt Parking	-	-
	on the Ground	*	
	floor.		
2	1stFloor (12 Flats)	1062.00m2	1599.00m2
3	3 rd Floor	672.00 m2	992.00 m2
	(7 Flats)		
	T-1,T-2,T-3,T-4,T-		
	5,T-6 & T-8	-	
4	4 th Floor (4Flats)	410.00m2	612.00m2
	FR-1,FR-2, FR-3 &		
	FR-4		
	Total 23 Flats	2144.00m2	3203.00m2



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SCHEDULE VI

(SPECIFICATIONS OF THE SAID BUILDING "C")

- 1. Structure: It is R.C.C. framed structure with R.C.C. footings column beams and slab. The internal partition wall will be 41/2" brick and external wall will be of 23 cms. thick laterite store or brick masonry.
- 2.<u>Plaster</u>:- External plaster will be double coats and sand faced and internal plaster single coat with neeru finish.
- 3. <u>Flooring</u>:- The floor will be of vitrified tiles layed on cement mortar.
- 4. <u>Doors & Windows:</u> Flats main door frame and shutter will be of Teak wood door and Internal door frame will be teak and shutters will be flush door or equivalent. All windows will be Aluminum anodized or UPVC windows.
- 5. <u>Internal Decor:</u> The walls and ceiling will be painted with three coats of Plastic Emulsion and the door will be polished and external side will be painted in oil paints.
- 6. External Decor: The external walls will be painted with water proof paint or equivalent in three coats.



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9. Electrical Installation: The installations will be in concealed copper wiring with standard specification fittings, it will have two light point, one fan point, Two plug point and one AC point in each room. Toilet will have one light point, one plug point and one Geyser point

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day, month and the year herein above mentioned.



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SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED OWNERS

MRS.SULANA SANTANA PEREIRA E

SILVEIRA also known as MRS.SULANA

BRANGANZA, for self and as Attorney

MRS.ALZIRA MARTA ESTEFANIA

PEREIRA alias ALZIRZ MARTA PEREIRA

E SILVEIRA also known as ALZIRA

MARTA ESTEFANIA PEREIRA E

SOARES





L.H.S. finger impression of Mrs. Sulana Santana Pereira E Silveira.



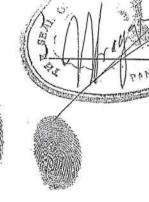
R.H.S. finger impression of Mrs. Sulana Santana Pereira E Silveira.

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MR.FRANCIS BRAGANZA also known as)
MR. FRANCIS DIAGO BRAGANZA for)
self and as Attorney of MISS.JANITA)
LOURENCINHA CARMO E SILVEIRA)
SOARES also known as MISS.JANITA)
LOURENCINA DE CARMO E
SOARES







L.H.S. finger impression of Mr.Francis Diago Braganza.



R.H.S. finger impression of Mr.Francis Diago Braganza.

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SIGNED, SEALED AND DELIVERED

BY THE DEVELOPER

M/S MARKS DEVELOPERS,

by its Managing Partner,

MR. RAVI RAMESHCHANDRA GOHIL)



or M/s MARKS DEVELOPERS











L.H.S. finger impression of Mr. Ravi Rameshchndra Gohil.











R.H.S. finger impression of Mr. Ravi Rameshchndra Gohil.

WITNESSES:-

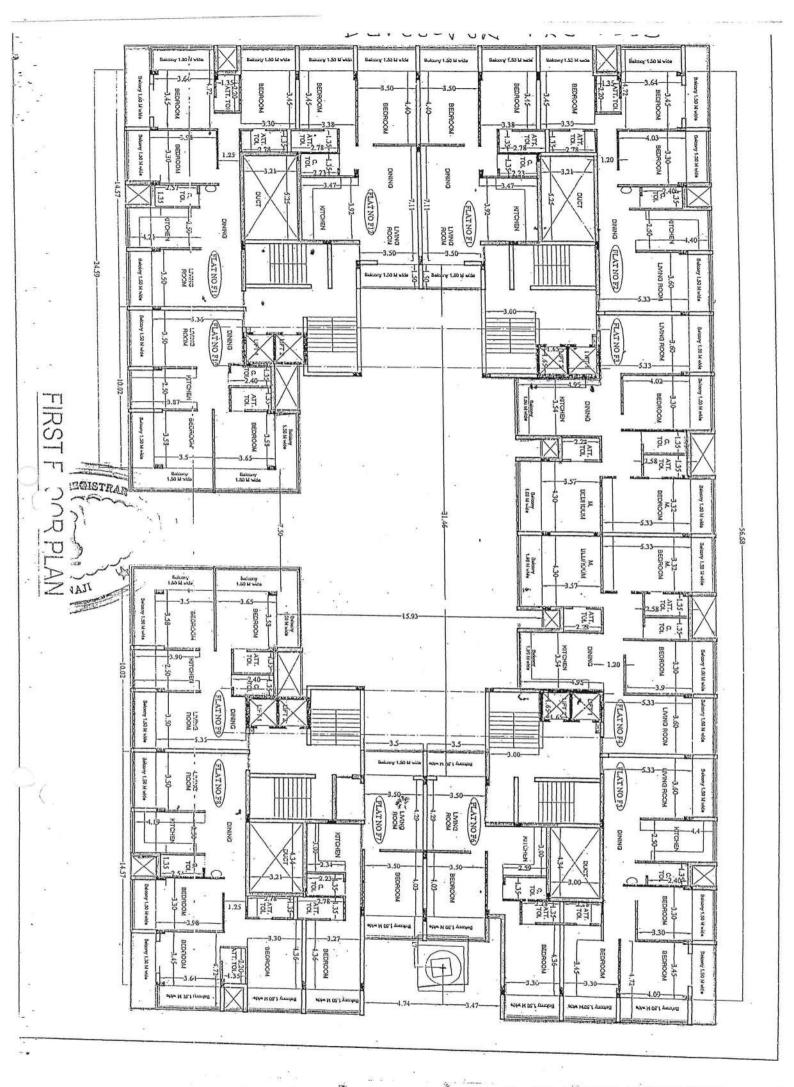
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For M/s MARKS DEVELOPERS

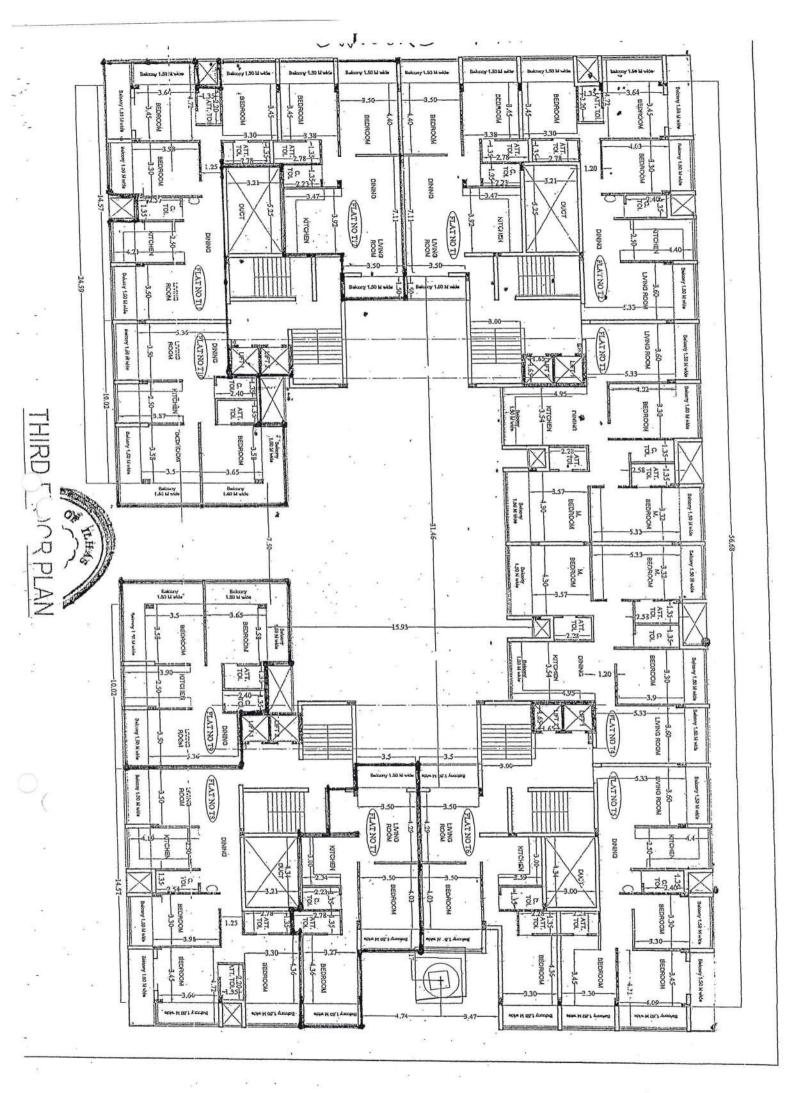
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For M/s MARKS DEVELOPERS

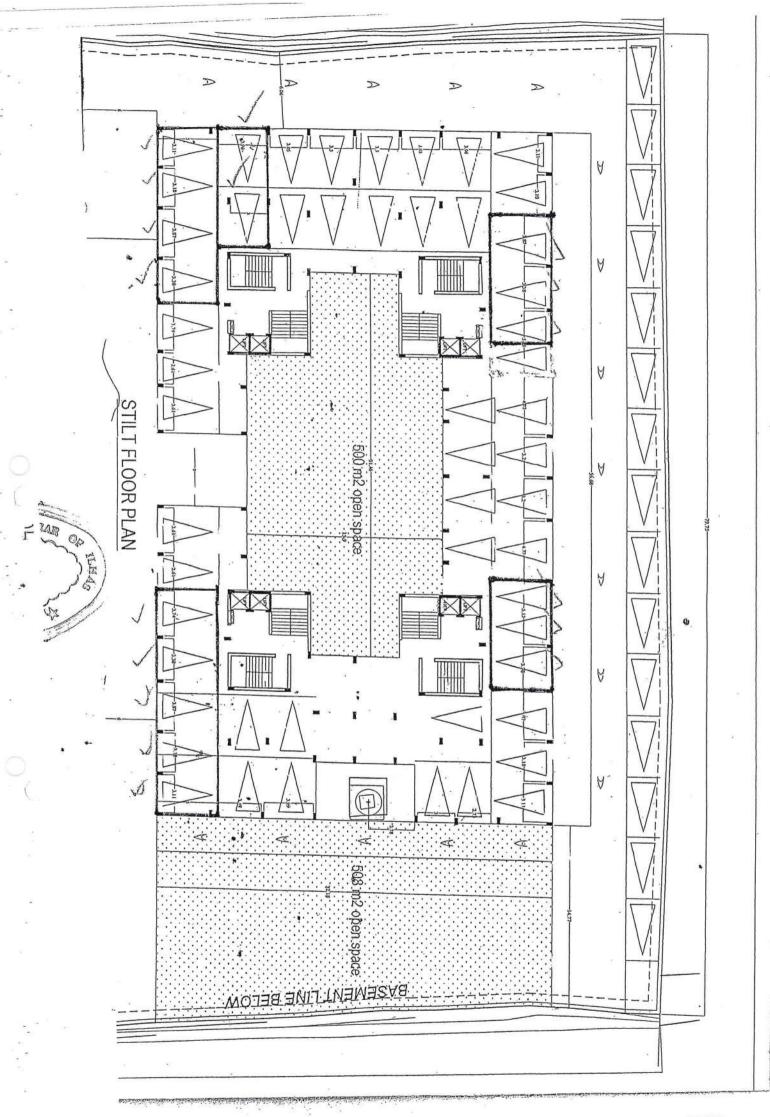
(PARTNER)



For M/s MARKS DEVELOPERS

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For M/s MARKS DEVELOPERS

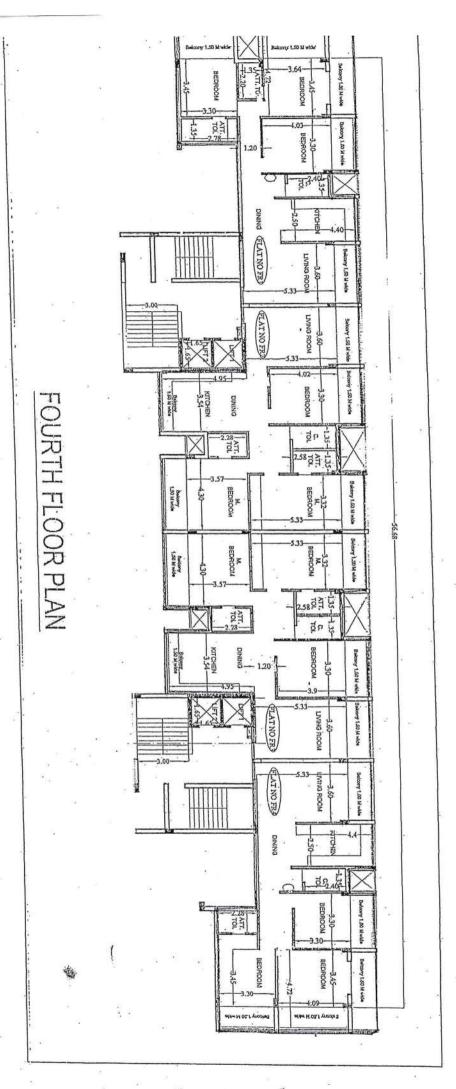
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135 17. 10. 13/ATT. TOI. BEDROOM [호축 -278 로음 278 1 de 1 223 DINING 司2:4年 TAT NO TI MICHEN FLATNOT ROOM FLAT NO TZ LIVING ROOM -3.60 ELAT NO T ELAT NOTE DINING ξģ -3.58 2.28— 걸음. 2.58 호취 남 3.55-OR PLAN SPECTO. M. BEDROOM Balcorty 1.00 M wide Bulctury 1.50 M Wide # F. F. Sec. 7.7 7.7 7.8 7.8 9 5 F ř. 240 20 (TONTALE) DINING ELAT NO TO CTATINOTS. CLAT NO TS MOON BNIVE ROOM ROOM 70 L 1 5 th 12 12 BEDROOM 2.78 | d A 2.78 7.75 7.75 로 2.78 로 크 135 1.25 BEDROOM 2000 BEDROOM

For M/s MARKS DEVELOPERS

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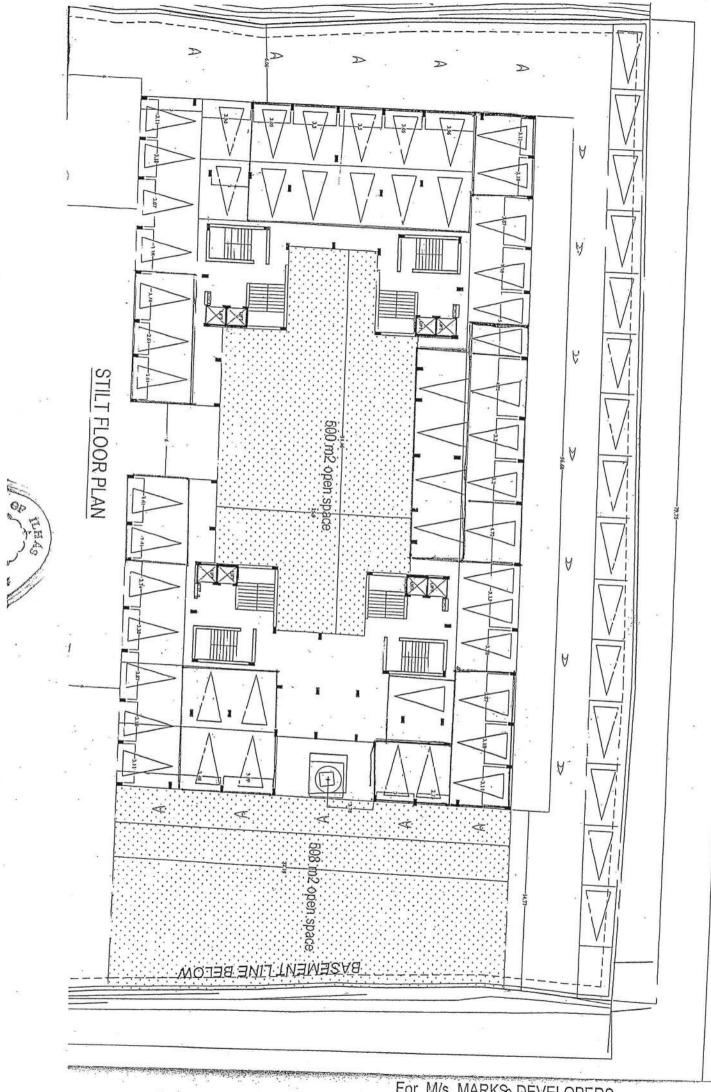


For MIS MARKS DEVELOPERS

(PARTNÉR)

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For M/s MARKS DEVELOPERS



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time: 16-09-2016 12:11:22 PM

Document Serial Number: 2214

Presented at 11:42:00 AM on 16-09-2016 in the office of the Sub-Registrar (Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	972000.00
2	Processing Fees	650.00
	Total:	972650.00

Stamp Duty Required:

704700.00

Stamp Duty Paid: 705000.00

Ravi Rameshchandra Gohil presenter

Name	Photo	Thumb Impression	Signature
Ravi Rameshchandra Gohil, S/o Rameshchandra Gohil, Married, Indian, age 31 Years, Business, r/oMatruchaya, Plot No. 26, PDA Cclony, Porvorim, Bardez-Goa PAN No. Firm's PAN No. Managing Partner of M/S. Marks Developers, Panaji. Hereinthe Developer.			Phony

Endorsements

Executant

1 . Sulana Santana Pereira E Silveira also known as Sulana Braganza, D/o Late Silvio Francisco de Sousa Silveira e Soares, Married, ndian,age 46 Years, House-Wife, r/oFirst Bungalow, Merces-Wadi, Tiswadi-Goa PAN No.

For self as Land Owner No. 3 & as POA holder for the Landowner No.1-Alzira, vide POA dated19/04/2013, executed before the Notary, Meera Medhekar, Panaji, under Reg. No. 4285/2013

Photo	Thumb Impression	Signature
		Sulana Bhaganz

2. Francis Braganza also known as Francis Diago Braganza, S/o Diago Braganza, Married, Indian, age 50 Years, Business, r/oFirst Bungalow, Merces-Wadi, Tiswadi-Goa PAN No. For self as Land Owner No. 4 & as POA holder for the Landownwer No. 2-Janita, vide POA dated 19/02/2003, executed before the Notary, Menino Teles, Panaji, under Reg. No. 896/2003

Photo	Thumb Impression	Signature
		Mrugh

3 . Ravi Rameshchandra Gohil, S/o Rameshchandra Gohil, Married, Indian, age 31 Years, Business, r/oMatruchaya, Plot No. 26, PDA Colony, Porvorim, Bardez-Goa PAN No. Firm's PAN No. Managing Partner of M/S. Marks Developers, Panaji. Hereinthe Developer.

Photo	Thumb Impression	Şignature
		(Min)

Identification

Sr No.	Witness Details	Signature
1	Nikita Vanktesh Khandeparkar , D/o Venktesh Khandeparkar "Married,Indian,age 24 Years,Service,r/o H.No. 560, Qurgawaddo, Taleigao, Tiswadi-Goa	(B)
2	Sunny Suresh Satardekar, S/o Suresh Satardekar, UnMarried, Indian, age 29 Years, Service, r/o. H. No. 168, Verem, Bardez-Goa	Sumy

Sub Registrar

REGISTRAR

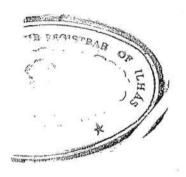
Book-1 Document
Registration Number PNJ-BK1-02108-2016
CD Number PNJD52 on
Date 16-09-2016

Sub-Registrar (Ilhas Rie Wadi)

Scanned By:- Why

Signature -

Designed and Developed by C-DAC, ACTS, Pune





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ONE THOUSAND RUPEES
Rs.1000

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ADDUNDUM TO THE MEMORANDUM OF UNDERSTANDING DATED 16.09.2016

THIS ADDUNDUM TO THE MEMORANDUM OF UNDERSTANDING DATED 16.09.2016 is made at Panaji, Goa, on this 23rd day of AUGUST, of the year Two thousand and Twenty two (23/08/2022)

BETWEEN



(1)	MR	FRANCIS	BRA	AGA	NZA	also	known	as	MR	FR	ANCIS
DIAG	ОВ	RAGANZA,	son	of	Mr	Diago	Bragan	za,	aged	55	years,
marrie	ed, b	usinessman	, hol	ding	PA	N Ca	rd No.				and
AADH	IAAR	Card No.				,	Mobile	No			
and h	is wif	e;									

MRS SULANA SANTANA PEREIRA E SILVEIRA also known (2)as MRS SULANA BRAGANZA, daughter of late Silvio Francisco de Sousa Silveira e Soares, aged 51 years, married, housewife, holding Card PAN No. CBAPP1602A, AADHAAR Card No. , Mobile No.) all Indian Nationals and residents of First Bungalow, Merces-Wadi, Tiswadi, Goa, hereinafter called "FIRST PARTY" (which expression shall, unless repugnant to the context meaning thereof, be deemed to mean and include their heirs, executors, administrators and assigns) of the "PARTY OF THE FIRST PART".

AND

M/s MARKS DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having PAN Card No.

having its registered office at First Floor, Lobo Building, 18th June Road, Panaji, Goa, represented herein by its Partner SHRI RAVI RAMESHCHANDRA GOHIL, son of Shri Rameshchandra S. Gohil,

aged 37 years, married, businessman, holding PAN No.

AADHAR Card No.

Mobile No.

, Indian National, and residing at Matruchaya, Plot No.26, PDA Colony, Porvorim, Bardez Goa, hereinafter called "SECOND PARTY" (which expression shall, unless repugnant to the context meaning thereof, be deemed to mean and include their heirs, executors, administrators and assigns) of the "PARTY OF THE SECOND PART".

AND

also known as MISS JANITA LOURENCINA DE CARMO E
SOARES, daughter of late Silvio Francisco de Sousa Silveira e Soares,
aged 55 years, spinster, service, holding PAN Card No.

AADHAAR Card No.

AADHAAR Card No.

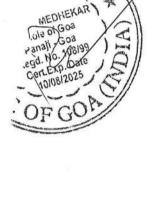
PRANCIS BRAGANZA also known as MR FRANCIS DIAGO
BRAGANZA through Power of Attorney dated 22/06/2017 duly
executed before Notary Advocate Meera Medhekar, Panaji, Goa
bearing Registration No. 4021, all hereinafter referred to as "THE
CONFIRMING PARTY" (which expression shall, unless repugnant to
the context or meaning thereof, be deemed to mean and include
their respective heirs, executors, legal representatives, administrators





WHEREAS the FIRST PARTY and the SECOND PARTY have entered into a Memorandum of Understanding dated 16.09.2016, which was duly Notarized before the Notary Mrs. Meera Medhekar, having office at Pinto Chambers, M.B. Road, Panaji Goa under registration No.5471 dated 16.09.2016, wherein the parties thereto have agreed for certain terms and condition. The said MOU shall herein after be referred to as the Principal MOU. The present Addendum shall be considered as part and parcel of the said Memorandum of Understanding and the same shall be read along with the SAID Principal MOU dated 16.09.2016.

AND WHEREAS, as per the PRINCIPAL MOU, the FIRST PARTY has approached the SECOND PARTY to develop the said LOT/PLOT-B, which property is better described in SCHEDULE-II hereafter. By the said Principal MOU, the parties thereto have agreed that the FIRST PARTY was to cooperate for the purpose of convincing the other coowners of the property to reach a final settlement for the purpose of smooth transaction of the property for the purpose of development. Towards the said co-operation, at clause 6 and 7 of the Principal MOU it is specifically set out that, the SECOND PARTY had agreed to allot to FIRST PARTY additional 6% of the total super build up area along with the proportionate share in the land as per the approved plan. It was further agreed between the parties that, if there is any further increase in the F.A.R in respect of the said LOT/PLOT-B due



to change in Zoning or any part thereof, the FIRST PARTY shall be allotted with 10% of the said increased F.A.R and the right to the balance increased F.A.R shall be that of the SECOND PARTY.

AND WHEREAS, subsequent to the execution of the said PRINCIPAL MOU, there were changes in the construction Rules due to which an additional F.A.R was available for the SECOND PARTY to be utilized while constructing the BUILDINGS A, B & C in the said LOT/PLOT-B. Therefore, on account of availability of additional F.A.R for construction of buildings, the parties have now agreed to execute the present addendum setting out the allotment of the areas in the said BUILDING-A and BUILDING-C to the FIRST PARTY in the manner stated in SCHEDULE-IVA and SCHEDULE-IVB towards the final settlement of area to be given under clause no. 6 and 7 to SECOND PARTY agreed between them in the said Principal MOU.

AND WHEREAS, the SECOND PARTY in the name of Owners had submitted the plan for the permission from the Appropriate Authorities for construction of the BUILDING-C in LOT/PLOT-B. Pursuant to the same, the Greater Panaji Planning and Development Authority vide its order dated 17.04.2019 under Ref. No. GPPDA/195/PNJ/82/2019 granted the permission to construct the BUILDING-C on the said PLOT-B. The Corporation of City of Panaji also granted the construction licence bearing No.

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401/1/CCP/ENG/CONST-LIC-30/2021-2022/67 on 15.03.2022 for construction of the said Building-C on the said LOT-B.

AND WHEREAS, the CONFIRMING PARTY have now confirmed the said terms and condition mentioned in the said Principal MOU dated 16.09.2016 and further confirm and ratify the said transaction/terms of SAID Principal MOU dated 16.09.2016 duly Notarized before the Notary Mrs. Meera Medhekar, having office at Pinto Chambers, M.B. Road, Panaji Goa under registration No.5471 dated 16.09.2016.

AND WHEREAS, on account of change in plan for Building "C" and increase in FAR the parties hereto are desirous to execute the present Addendum to the Principal MOU dated 16.09.2016, for the purpose of including the terms agreed upon and mentioned herein above.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. The clause 6 of the PRINCIPAL MOU, wherein it is mentioned that the "FIRST PARTY shall be given 6% of total build up area" and at clause 7 wherein it is mentioned that "10% of the increased F.A.R./benefit shall be allotted to the FIRST PARTY" shall be replaced and be read as "the Second Party has agreed and allotted to the FIRST PARTY entire eighth Floor Offices described SCHEDULE IV-A in the completed building "A" "Silvio Heights" which

Now of

MEDHEKAR

is more particularly described in SCHEDULE III-A and flats which are better described in SCHEDULE-IV-B hereinafter to be constructed in the Building-C "SKYLINE HARMONY" to be constructed on the said Plot-B, which building is more particularly described in Schedule-III-B hereinafter of the present ADDUNDEM.

A R N. MEDHEKAR
Wrote of Goa
Panal Goa
Redd. Nd. 108/99
Redd. Nd. 108/99
Celt. Ext. Date
Colt. Ext. Date
Colt. Ext. Date
Colt. Ext. Date
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2. On account of the above-mentioned change in situation, the Schedule-III shall be incorporated to the Principal MOU to the following effect:

SCHEDULE - III-A

(DESCRIPTION OF THE SAID BUILDING "A")

All that **BUILDING** 'A' constructed and completed is consisting of basement, ground and eight uppers floor having total super built area of 12845.57 sq.mts. and additional area of 2111.00 sq.mts. Basement parking. The total area including basement of the **SAID BUILDING** 'A' will be 14,956.57 sq.mts. The said building is bounded as follows:-

On the East : By Main Road of St.Inez-Panaji.

On the West: By Part of the said property..

On the North: By Chalta No.78-A belonging to Shri.Basilio Soares.

On the South: By drain and Chalta No.65 to 77 of P.T.Sheet No.95

of City Survey Panaji.

SCHEDULE III-B (DESCRIPTION OF THE BUILDING-C)

All that building 'C' to be known as "SKYLINE HARMONY" admeasuring total built-up area of 29320.00 sq.mts including two stilt and one basement. The building will have Eleven floor residential flats and three floors parking (two stilt and one basement). The super built up area of residential flat is 20589.21 sq.mts. Forming part of plot B described in Schedule II hereinabove and for better clearance delineated with red colour boundary line on the plan annexed hereto and bounded as follows:-

On the East:- By Building A and Open space of said building.

On the west:- By the St.Inez Creek (nullah) and Open Space of said building.

On the North:- By Gutter and Open Space of said building.

Or the South:-By Property of Basilio Soares and Open Space(Setback)

of said building

3. On account of the above-mentioned change in situation, the Schedule-IV shall be incorporated to the Principal MOU to the following effect:

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SCHEDULE IV-A(BUILDING A)

(DESCRIPTION OF THE PREMISES OF THE FIRST PARTY AND OF RECTIFYING PARTY)

SR. NO.	DESCRIPTION		SUPER BUILT-
			UP AREA
			¥ ,
1	LOWER BASEMENT	16 nos	
	Parking	parking to	
		be given in	
		building C	
2	Entire Eighth floor	Consisting	1290.92
		of 7 Offices	sq.mts.
	TOTAL		1290.92

SCHEDULE IV-B (BUILDING C)

(DESCRIPTION OF THE PREMISES OF THE FIRST PARTY AND OF RECTIFYING PARTY)

	TOTAL		872.06 sqmts
	W	fifth floor	
		5B-7 on	
		5,5B-6 and	*
a		4, 5B-	(5)
	4 5	5B-3, 5B-	
		bearing no	
	*	five flats	
		floor and	
		the fourth	* **
		4B-2 on	
1.8		bearing No	
		flat	S .
		flats one	
2	Flats	Total 6	872.06 sqmts
	Parking	parking	
1	LOWER BASEMENT	9 nos	
		*	AREA
			BUILT-UP
SR. NO.	DESCRIPTION		SUPER

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- 4. That by this CONFIRMING PARTY hereby confirm all the facts contained and terms and condition agreed between the FIRST PARTY and SECOND PARTY in the said PRINCIPAL Memorandum of Understanding dated 16.09.2016, which was duly Notarized before the Notary Mrs. Meera Medhekar, having office at Pinto Chambers, M.B. Road, Panaji Goa under registration No.5471 dated 16.09.2016, And thereby ratify the transaction agreed in the said Principal MOU and present Addundum to M.O.U. dated 16/09/2016.
- 5. That, the said CONFIRMING PARTY do hereby declare that she has consented to the terms and conditions agreed in the said Principal MOU and said transaction between the FIRST PARTY and SECOND PARTY.
- 6. That this Deed of Ratification shall be read along with the said PRINCIPAL Memorandum of Understanding dated 16.09.2016, which was duly Notarized before the Notary Mrs. Meera Medhekar, having office at Pinto Chambers, M.B. Road, Panaji Goa under registration No.5471 dated 16.09.2016, as embodying one.
- 7. It is expressly agreed between the parties that the present Addendum shall always remain part and parcel of the Principal Memorandum of Understanding dated 16.09.2016, and the same

shall be read along with the Principal Memorandum of Understanding dated 16.09.2016

SCHEDULE I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT PART OF THE immovable property known as "MORGADO", situated at St. Inez, Panaji Goa, described as a whole in the Land Registration Office of Ilhas under No.19892 in Book B-53 (New) and enrolled under Matriz Nos.159 and 161 (Urban) of Taluka Revenue Office of Tiswadi Ilhas and admeasuring about 20761 sq. mts. and forming part of original property described under no. 19414 of Book B-51 (New).

SCHEDULE II (DESCRIPTION OF THE SAID PLOT B)

All that Plot B surveyed under Chalta no. 78, 78B and 79 to 103 of P.T. Sheet no.95 of Panaji City Survey and is totally admeasuring 10365 square meters forming independent and distinct Plot of larger property Morgado described in Schedule I hereinabove and bounded as under:-

On the East : By Main Road of St.Inez-Panaji.

On the West: By Nallah.

On the North: By Chalta No.17 to 64 of P.T.Sheet No.95 of City

Survey Panaji.

On the South: By Property of Lot 'A' belonging to Basilio Soares

Chalta No.65 to 77 of P.T.Sheet No.95 of City

Survey Panaji.

SCHEDULE - III-A

(DESCRIPTION OF THE SAID BUILDING "A")

All that **BUILDING** 'A' constructed and completed is consisting of basement, ground and eight uppers floor having total super built area of 12845.57 sq.mts. and additional area of 2111.00 sq.mts. Basement parking. The total area including basement of the **SAID BUILDING** 'A' will be 14,956.57 sq.mts. The said building is bounded as follows:-

On the East : By Main Road of St.Inez-Panaji.

On the West: By Part of the said property..

On the North: By Chalta No.78-A belonging to Shri.Basilio Soares.

On the South: By drain and Chalta No.65 to 77 of P.T.Sheet No.95

of City Survey Panaji.

SCHEDULE III-B (DESCRIPTION OF THE BUILDING-C)

All that building 'C' to be known as "SKYLINE HARMONY" admeasuring total built-up area of 29320.00 sq.mts including two stilt and one basement. The building will have Eleven floor residential flats and three floors parking (two stilt and one basement). The super



built up area of residential flat is 20589.21 sq.mts. Forming part of plot B described in Schedule II hereinabove and for better clearance delineated with red colour boundary line on the plan annexed hereto and bounded as follows:-

On the East:- By Building A and Open space of said building.

On the west:- By the St.Inez Creek (nullah) and Open Space of said building.

On the North :- By Gutter and Open Space of said building.

On the South :- By Property of Basilio Soares and Open Space(Setback) of said building

SCHEDULE IV-A(BUILDING A)

(DESCRIPTION OF THE PREMISES OF THE FIRST PARTY AND OF RECTIFYING PARTY)

S	R. NO.	DESCRIPTION	NC			SUPER	BUILT-
						UP ARE	A
						æ	
1		LOWER	BASEMENT	16	nos		
		Parking		parking	to		
				be giver	n in		
				building	С		

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2	Entire Eighth floor	Consisting	1290.92sq.mts.
	£	of 7 Offices	
	TOTAL		1290.92sq.mts

SCHEDULE IV-B (BUILDING C)

(DESCRIPTION OF THE PREMISES OF THE FIRST PARTY AND OF RECTIFYING PARTY)

SR. NO.	DESCRIPTION		SUPER
			BUILT-UP
		*	AREA
1	LOWER BASEMENT	9 nos	
	Parking	parking	
2	Flats	Total 6 flats	872.06sqmts
	-	one flat	
	€	bearing no.	
		4B-2 on the	
		fourth floor	
		and five	
	*	flats	
		bearing	





	No.5B-3,
	5B-4, 5B-5,
	5B-6 and
	5B-7 on
	fifth floor
TOTAL	872.06sqmts

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

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SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED OWNERS
MR. FRANCIS BRAGANZA also known)
as MR. FRANCIS DIAGO BRAGANZA)













(Left Hand Thumb Impression of Mr.Francis Braganza also known as Mr.Francies Diago Braganza)











(Right Hand Thumb Impression of Mr.Francis Braganza also known as Mr.Francies Diago Braganza)





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) Sulana Bragansa

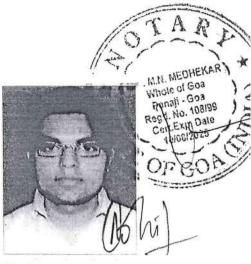


(Left Hand Thumb Impression of Mrs.Sulana Santana Pereira E Silveira also known as Mrs.Sulana Braganza)



(Right Hand Thumb Impression of Mrs.Sulana Santana Pereira E Silveira also known as Mrs.Sulana Braganza)

Mby N &



SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED **DEVELOPER**/ **BUILDER M/S MARKS DEVELOPERS**Represented herein by its
Managing Partner
SHRI RAVI RAMESHCHANDRA GOHIL

For M/s MARKS DEVELOPERS



Joa 108/99









(Left Hand Thumb Impression of Shri Ravi Rameshchandra Gohil)











(Right Hand Thumb Impression of Shri Ravi Rameshchandra Gohil)

16h) Ng &



MISS.JANITA LOURENCINHA CARMO
E SILVEIRA SOARES also known as
MISS JANITA LOURENCINA DE CARMO
E SOARES, through her Power of Attorney)
MR. FRANCIS BRAGANZA also known as
MR. FRANCIS DIAGO BRAGANZA
)















(Left Hand Thumb Impression of Mr.Francis Braganza also known as Mr.Francis Diago Braganza)











(Right Hand Thumb Impression of Mr.Francis Braganza also known as Mr.Francis Diago Braganza)

IN THE PRESENCE OF:

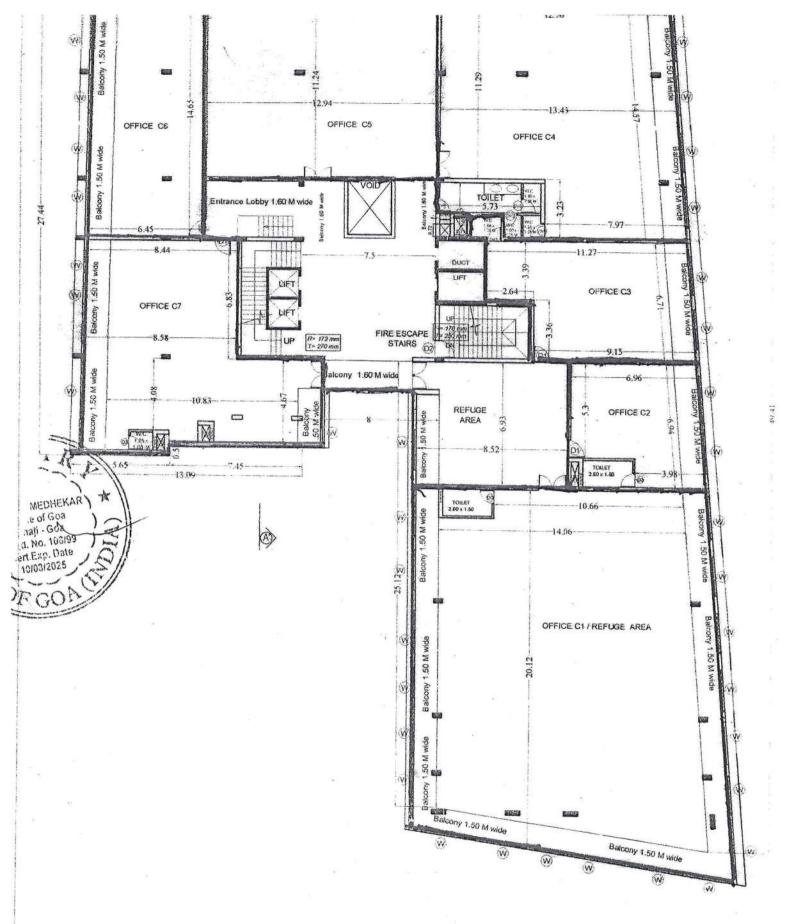
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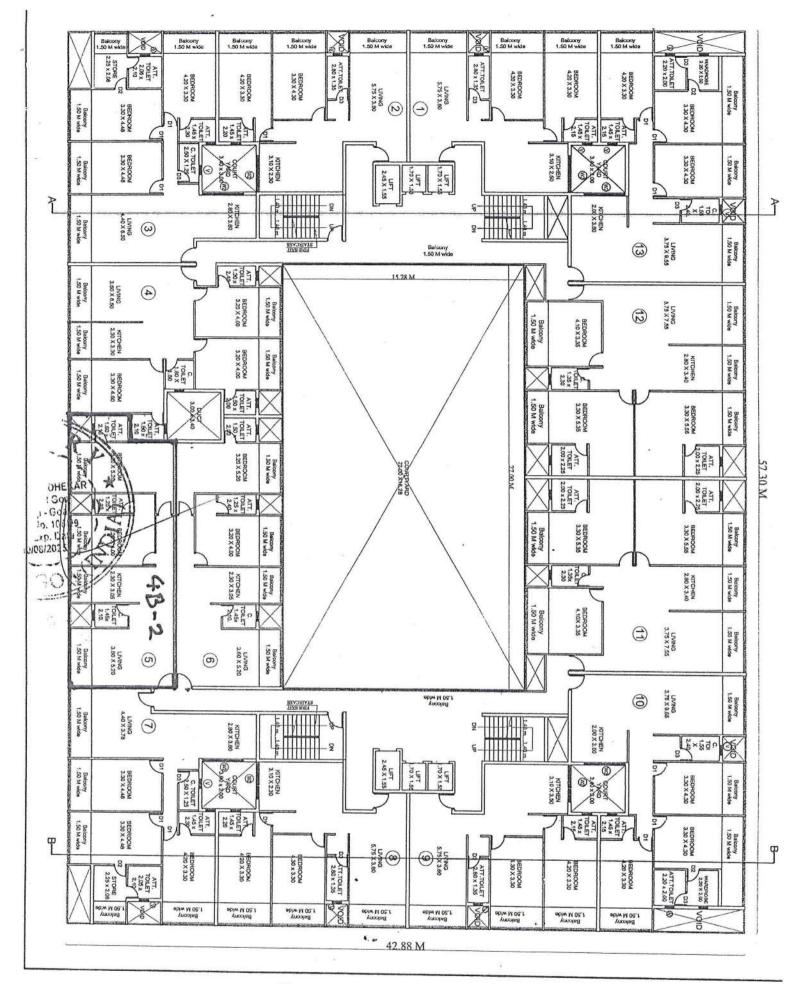
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REVISED EIGHT FLOOR PLAN
COMMERCIAL BUILDING

For M/s MARKS DEVELOPERS

PARTNER)

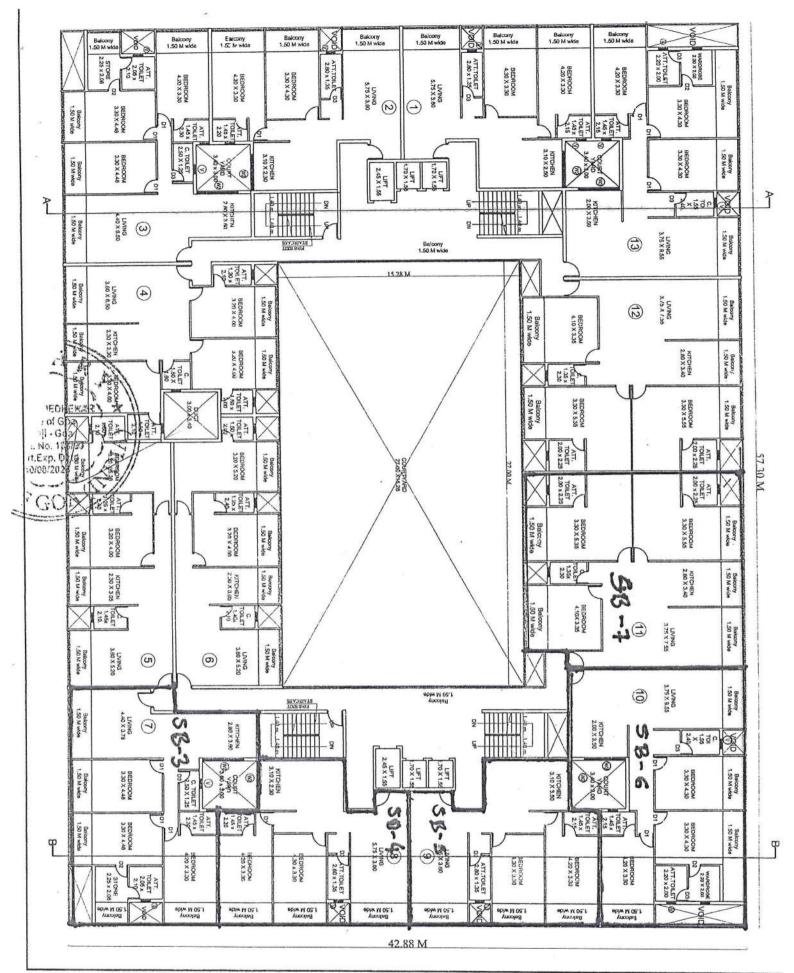


FOURTH FLOOR.

or M/s, MARKS DEVELOPERS

A &

(PARTNER)

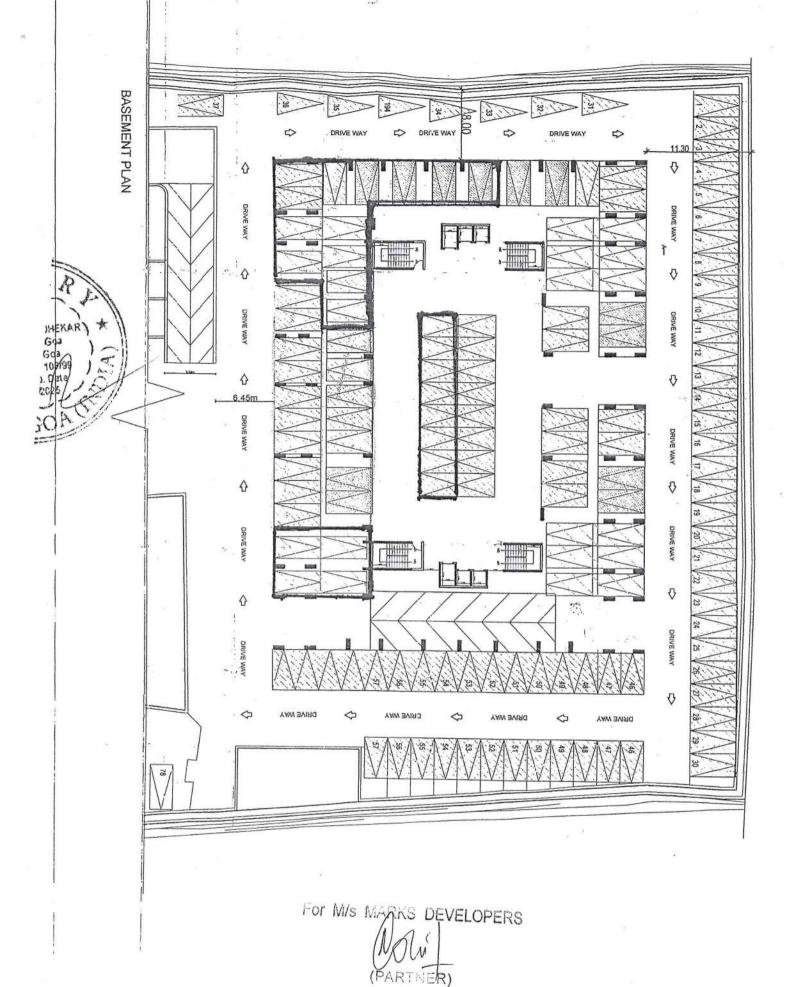


FIFTH FLOOR

A &

For M/s MANAGE PEVELOPERS

(PARTNER)



The state of the s