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Viscad Since from Paul Chowdhuy

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MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE

DEVELOPMENT

This Memorandum of Understanding for joint venture development is made on this 8th day of June 2020 at Mapusa - Goa.

BETWEEN

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Mr. Paul Chowdhry S/o Late Harnam Singh, aged 68 years, married, holder of Adhar Card No. 541976224292 Indian National R/o Flat No. FF4, Block F Sapna Habitat, Alto Porvorim Chogm Road, Bardez Goa 403521 hereinafter jointly referred to as the "FIRST PARTY" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include his legal representatives, executors, administrators, transferees and assigns) of the ONE PART.

AND

- Smt. Siliviya Constance alias Karu Fernandes, widow of Constance alias karu fernandes ,major in age, Indian National,
- Mrs. Reshmi Kunal Fernandes , Wife of Reshmi Kunal Fernandes, aged 31 years, Indian National,
- Mr. Maxiwell Constance alias Karu Fernandes, Son of late Constance alias Karu Fernandes, major in age, Indian National,

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 Mrs. Sophia Abhishek Rege, daughter of late Constance alias karu Fernandes, aged 37 years, married, Indian National, and her husband



- Mr. Abhishek Milind Rege, Son of Milind Rege, aged
 years, Indian National
- 6. Mr. Kunal Constance alias Karu Fernandes, Son of Late Constance alias Karu Fernandes, aged 36 years, married, business, Indian National, having PAN No. AAOPF4711B, allresident of Mayalay Bunglow, Near St Joseph College, Nandakhal, Virar(W), Taluka Vasai, District-Palghar 401301 in the state of Maharashtra, represents parties at serial No. 1 to 5 through General Power of Attorney dated 25/01/2019 registered before the Joint Sub Registrar Class II Vassai, Palghar, hereinafter referred to as the "SECOND PARTY" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

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WHEREAS:

- i) Mr. Karu John Fernandes expired on 10/02/2013 leaving behind SECOND PARTIES as his sole and Universal heirs at sr. no. 1 to 6.
 - ii) The Second Parties are exclusive owners and is in possession of the properties surveyed under No. 2/6, 2/2, & 2/1 of P.T.Sheet No. 164 situated at Mapusa, Bardez Goa admeasuring an area of 625sq.mts and by virtue of Certificate of Proceedings of Final possession dated 10/03/2006 and all that property known as PETNEM bearing survey No. 2/4 of P.T.Sheet No. 164 of city survey of Mapusa admeasuring an area of 306 sq mts as well as property known as PETNEM under Chalta No 45 of P.T.Sheet No. 168 admeasuring 144 sq. mts of city survey of Mapusa totally admeasuring 1075 sq. mts all adjacent to one another and more particularly described in Schedule I, II and III below and hereinafter referred to as the "Said Property".
 - iii) That the FIRST PARTY has approached the SECOND PARTIES for joint venture development

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of the said properties and the SECOND PARTIES have agreed for the same and the parties have agreed to construct building in the said properties.

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iv) The SECOND PARTIES have agreed to sell to the FIRST PARTY undivided rights in the said property corresponding to 60% of the total built up area in lieu of the FIRST PARTY constructing the said project and handing over 40% built up area to the SECOND PARTIES.

- v) On the basis of the above representations, the FIRST PARTY has offered to the SECOND PARTIES to jointly develop the SAID PROPERTY by constructing thereon building (hereinafter referred to as the "SAID PROJECT") under a Joint Venture on the basis of mutual shares in the ratio of 60% (First Party): 40% (Second Parties).
- vi) The first party as a token of acceptance of terms has paid vide cheque bearing No. 000090 dated 21st September, 2019 drawn on HDFC Bank, Porvorim Branch, for Rs. 1,00,0007- (Rupees One

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Lakhs only) in favour of Mr. Kunal Fernandes and the Second parties acknowledge the receipt.

1,00,000/- (Rupees One lakhs Only) each to Second
Party at Sr. No 1 to 5 and the second party do
hereby acknowledge the receipt as per following:

a)	Smt.	Siliviy	a Con	stance	alias	Karu
	Fernandes	vide c	heque	bearing	No	
	dated	draws	on	·'		
b)	Mrs.	Reshmi	Kuna	1 Fer	nandes	vide
	cheque b					
	drawn on		•			
c)	Mr.	Maxiwel	1 Con	stance	alias	Karu
	Fernandes	vide	cheque	bearin	ng No.	
	dated	draw	n on _			
				2.7		
d)	Mrs.	Sophia	Abhish	ek Rege	vide	cheque
	bearing	No	dat	ed	dr	awn on

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e) Mr. Abhishek Milind Rege vide cheque bearing No. ____ dated ____ drawn on ____. In consideration thereof the parties have reached following understanding on terms and conditions stated below.

NOW THEREFORE THIS UNDERSTANDING WITNESSETH AND

IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE

PARTIES HERETO AS UNDER:

1) THE JOINT VENTURE:

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- a. The FIRST PARTY and the SECOND PARTIES do hereby form and constitute this joint venture for the SAID PROJECT.
- b. All the terms and conditions of this agreement and the clauses detailed hereinbelow constitute and form part of the JOINT VENTURE.

2) THE SAID PROJECT:

a. The FIRST PARTY shall develop the SAID PROPERTY by constructing thereon building.

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b. The FIRST PARTY shall conceptualize the said project within the framework of, and parameters permissible, in law.



c. The SAID PROJECT, either before or after completion shall be identified in the name and style decided by the FIRST PARTY.

CONTRIBUTION OF THE FIRST PARTY AND THE SECOND PARTIESUNDER THE JOINT VENTURE:

- a. The primary obligation and contribution of the SECOND PARTIES shall be to bring into this joint venture the SAID PROPERTY, which the SECOND PARTIES hereby does with the execution of this Understanding.
- b. The primary obligation and contribution of the FIRST PARTY shall be to invest all monies in terms of this Joint Venture Agreement and other resources as the

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FIRST PARTY may deem necessary for, and to undertake and complete, the SAID PROJECT.



- c. After execution of this Agreement, the FIRST PARTY shall invest an amount as may be required towards development cost of the SAID PROJECT till the completion of the SAID PROJECT.
- d. The FIRST PARTY at his own cost shall:
 - i) Obtain all the permissions, licences, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc. required by law for the SAID PROJECT and everything that is necessary in this regard;
 - ii) Procure raw materials, labour and such other material as is required for the SAID PROJECT;

WK. K.K.F advocates, Engineers, structural
Engineers, Contractors, Laborers,
Workers and other personnel as may be
required for the purposes of
development of the SAID PROPERTY and
either through them or itself
supervise the construction and ensure
that the construction is being
carried out as per the approved plans
and designs;

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iv) Be in total and complete control of the construction and other activities to be carried out in and over the SAID PROPERTY or pertaining to the SAID PROJECT;

certificate for the SAID PROJECT, as a whole or in parts, as per the rules and regulations applicable;

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

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the town county planning authority at his own cost shall be the sole responsibility of the First Party. Construction License shall be obtained by the First Party in conjunction with the Second Parties. All other approvals of Building plans as per the applicable regulations shall be obtained by the First Party. All costs related to approvals shall be borne by the First Party. The Construction Licence cost shall be borne by the First Party.

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viii) Obtaining the completion or occupancy certificate forthwith upon completion of the construction by the First Party as per the approved plans and the cost and out of pocket expenses incidental thereto for the completion and occupancy certificate for the complex shall be borne and paid by the First Party.



- of this understanding and procuring sanad,
 within 6 months thereof, construction
 licence and the SAID PROJECT is to be
 completed within 3 years with grace period
 at mutual consent. Till Occupancy
 Certificate is procured, the FIRST PARTY
 shall not sell or mortgage any share or
 land. The FIRST PARTY shall not execute
 Sale Deed of the land.
- x) All legal expenses for the Sanadis to be borne by the FIRST PARTY.

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4. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE SECOND PARTY:

The Second Parties shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the SECOND PARTIES (unless expressly specified otherwise) as under:

a. Title:

during the tenure of this understanding and thereafter maintain the Owner's title to the Schedule Property (subject only to the rights and entitlements of the First Party as are set out herein) unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever. The Second Parties already revalidated the Agreement for sale dated 21/09/2006 between Mrs. Laxmi Kinerkar and other by executing necessary legal documents and the built up area to be allotted to them shall be the responsibility of Second

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Parties out of their share of 40% in the said property. The second parties have also determined the area of shops (built up area) in the proposed project to be allotted to the said parties in fulfillment of the commitment and obligations of the SECOND PARTIES to provide marketable title without any encumbrances.

- ii. The Second Parties shall make available original deeds and documents of title of the Schedule Property as and when required and they shall be handed over to the body of the purchasers of the premises which will be constructed by the First Party on the Scheduled Property by optimum utilization of the Development Potential thereof.
- iii. The Second Parties shall be liable to convey the Scheduled Property in favour of the prospective purchasers after receipt of the Completion Certificate in

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respect of the Project land and building and upon receipt of the entire consideration. Provided that all costs and expenses incidental thereto shall be borne and paid by the First Party or the purchasers of premises in the said complex.

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5. SHARES OF THE FIRST PARTY AND SECOND PARTIES UNDER THE JOINT VENTURE AND THEIR RESPECTIVE RIGHTS AND OBLIGATIONS IN RESPECT THEREOF:

- 5.1. In consideration of the respective promises, obligations and contributions as aforesaid:
 - a. The SECOND PARTYIES shall get
 - i) Rs. 30,00,000/- as deposit which amount is paid in the following stages.
 - ii) 40% of the built up area in the SAID PROJECT on ownership basis.
 - iii) To retain proportionate undivided rights to the SAID

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PROPERTY corresponding to the area of the SECOND PARTY's units.

b. The FIRST PARTY shall get -

- i) 60 % of the built up area in the

 SAID

 projection

 ownershipbasistogether with the

 proportionate undivided rights to

 the SAID PROPERTY corresponding

 to the area of the FIRST PARTY's

 premises/units.
- c. i. The actual identification of the units to be given to the SECOND PARTIES shall be done by the SECOND PARTIES, in consultation with the FIRST PARTY within 30 days of approved plans being furnished to the SECOND PARTIES by the FIRST PARTY.

6. APPROPRIATION OF PROCEEDS OF SALE

The proceeds from booking received from the SAID PROJECT shall be appropriated and/or

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adjusted in terms of the allotment of the units to the respective parties in as much as if the booking is in respect of the units of the FIRST PARTY, then the amount will be appropriated by the FIRST PARTY.

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The FIRST PARTY shall pay, from 'time to time, all the applicable taxes, fees, charges or outgoings levied by the Local Authority or any other competent authority (hereinafter jointly "taxes") in respect of the units in the SAID PROJECT.

VARIATIONS IN PLANS.

variations and alterations in the SAID PROJECT, building plans or in the layout/ elevations of building including relocating the open space/all structures/ buildings/ garden spaces and /or varying the location of the access of the building, as the exigencies of the

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situation and the circumstances of the

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

9. COMPLETION OF PROJECT

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- 9.1. The PIRST PARTY shall do all that is necessary to complete the project within timelines as stipulated above.
- 9.2. The FIRST PARTY hereby agree and undertake that the said project shall be completed in terms of this Agreement.
- 9.3 In respect of the delivery of possession of the SAID PREMISES by the FIRST PARTY to the SECOND PARTIES:
 - i) The same shall be done only after the FIRST PARTY has obtained an occupancy certificate from the concerned

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authority in respect of the SAID PROJECT.

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PREMISES is otherwise complete in all respects as per this Agreement but the FIRST PARTY is unable to obtain the occupancy certificate due to any fault whatsoever attributable to the FIRST PARTY or on account of unjust, unreasonable or illegal denial, neglect or failure to grant, the same by the concerned Authority, the FIRST PARTY shall be entitled to call upon the SECOND PARTIES to take possession of the SAID FREMISES, as provided hereinbelow.

iii) Once the SAID PREMISES are ready in all respects to be handed over as aforesaid, the FIRST PARTY shall inform the SECOND PARTIES in writing, unless the SECOND PARTIES waive this requirement in writing or by conduct,

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by Registered A.D. Post calling upon the SECOND PARTIES to take possession of the SAID PREMISES and to complete all formalities in respect thereof within 15 days from the cate of receipt of the said letter.

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

PARTIESrefuse, fail or neglect to take delivery of possession of any or all of the units within 15 days from the date of receipt of the aforesaid letter, without justifiable and reasonable cause, the FIRST PARTY

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shall be deemed to have fulfilled his obligation under this MOU 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.

to inspect and verify and satisfy themselves of the quality of construction of the SAID PREMISES and that the same confirms to the details/specifications agreed herein, and that the SAID PREMISES is free from all defects and deficiencies.

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

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

ix) Upon taking delivery of possession and handing over of the letter acknowledging delivery of possession, or upon deemed delivery as stipulated

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above, the SECOND PARTIES shall be precluded and shall not be entitled to claim or seek redress against the FIRST PARTY in respect of any item of work, in the SAID PREMISES or any common area or SAID PROJECT, which may be alleged to be defective or deficient, or alleged to have not been carried out or completed.

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

vi) Under no circumstances shall the SECOND PARTIES be entitled to claim and the FIRST PARTY be made liable to pay any amount towards the cost, expenses or charges of repairing or ciring any defects undertaken or carried out by the SECOND

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PARTIESwithout the prior written consent of the FIRST PARTY.

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

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extension of time for handing over/delivery of the possession of the SAID PREMISES or making the payment.

xiii)

With effect from execution of this MOU, in respect of their respective premises/ units in the SAID PROJECT, respective their including proportionate undivided rights to the SAID PROPERTY, each party shall be free to deal with and dispose of their respective unit(s) in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their premise(s)/ unit(s) in the SAID PROEJCT with or without the corresponding undivided rights in the SAID PROPERTY and receive the

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consideration thereof, including earnest money or deposit and do all that is necessary in this regard,

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

by the SECOND PARTIES from their SAID PREMISES shall be exclusively for, and he retained by, the SECOND PARTIES themselves and similarly all monies or other benefits received by the FIRST PARTY from their premises/ unit(s) in the SAID PROJECT shall be exclusively for, and he retained by, the FIRST PARTY for itself.

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delivery of possession shall not do
or suffer to be done anything to the
external look of the SAID PREMISES,
or any party thereof, and shall not
change or alter the externals of the
SAID PREMISES or the building or any
part thereof. The SECOND PARTIESShall
be bound to maintain the externals of
the SAID PREMISES in uniformity with
the other unit(s) of the SAID PROJECT
as regards the colour, wood work,
grills etc, unless otherwise
permitted in writing by the FIRST

9.4. In the event, the PROJECT is completed under the circumstances mentioned above in clause stated above,

a. The FIRST PARTY shall get -

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On ownership basis, premises equivalent to 60% of the total built up area of the SAIDPROJECT along with

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undivided rights in the said property.

a. The SECOND PARTIES shall get — On ownership basis, said premises equivalent to 40% of the total built up area of the SAIDPROJECT along with undivided rights in the said property.



11. INCREASE IN FAR

- i. In the event, before the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTY is increased or decreased or any other or further benefits /restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTY, all such benefits/restrictions shall be shared by the FIRST PARTY and the SECOND PARTIESIN the same ratio of.
- 13. Without prejudice to the other rights under this Agreement, incase if any defect is found

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In the title of the SECOND PARTIES to the SAID PROPERTY and/or in the present acreement and/or the SECOND PARTIES is ever dispossessed from and/or prevented from undertaking the development of the SAID PROPERTY, or any part thereof, then the SECOND PARTIES agree and undertake at all times, to indemnify and keep indemnified the FIRST PARTY herein and his transferee/assigns against any loss, damage, cost, charges, expenses, suffered by the FIRST PARTY on account of any defect in title of the SECOND PARTIES or fault of the SECOND PARTIES or any breach of the covenants.

- 14. The SECOND PARTIESdo hereby declare and assure the FIRST PARTY that:
 - a. The SECOND PARTIEShave not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTY, nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID PROPERTY in any manner whatsoever, to any person other than the FIRST PARTY.

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- b. The SAID PROPERTY or any part thereof is not a subject matter of any pending litigation.
- c. The SAID PROPERTY or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defence of India Act or C.A.D.A area.
- d. The SAID PROPERTY or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal apart from the erroneous entry in Form D.
- e. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROPERTY.
- f. No easements or right of way run through or over the SAID PROPERTY. .
- g. No Order of any Court, Tribunal or Authority prohibits or impedes the

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beneficent use of the SAID PROPERTY for construction or any other activity.

h. That there SAID PROPERTY is fit for development and there is no disability or restriction on development of the SAID PROPERTY or construction thereon.

12. MISCELENEOUS

- i. The SECOND PARTIES shall execute General
 Power of Attorney in favour of the FIRST
 PARTY for the purpose of development of
 the SAID PROPERTY and sale of the units.
- ii. The respective rights and obligations of each party shall continue and subsist even after the completion of the SAID PROJECT and/or the lapse of this Joint Venture.
- iii The SECOND PARTIESdoes hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, performed and executed all such acts,

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deeds and things whatsoever which may be necessary for further, better and more perfectly every part thereof for development of the SAID. PROJECT or according to the intent and meaning of this Agreement or as reasonably required by the FIRST PARTY.

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- be construed to be a partnership between the parties except as provided in the clauses hereinabove nor shall anything contained in this Agreement be construed to create a relationship of a principal and agent between the parties nor will the FIRST PARTY be treated as a consumer qua the SECOND PARTIES or the SECOND PARTIES treated as consumer qua the respect of the SAID PREMISES.
- The parties hereto are entitled to specific performance of the terms of this agreement.

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vi All letters, notices, communications to the FIRST PARTY and the SECOND PARTY, by or under this agreement or otherwise shall be addressed at the addresses aforesaid. Any change in the above address shall be notified by the concerned party to the other party, in writing. Until and .unless communication of such change in address is received by the other party the above address shall be deemed to the valid and existing address of the parties. Any letters, reminders, notices, documents, papers or communication etc. sent on the above address or the changed address (subject to the immediately above preceding clause) by REGISTERED AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.

vii Any dispute shall be subject to the jurisdiction of courts in Goa.

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SCHEDULE I



a) That said property bearing survey under No. 2/6, of P.T., Sheet No. 164 of Mapusa City, is admeasuring 144 sq.mts and bounded as follows:

Towards North : By a property bearing survey No. 2/1 of P.T Sheet No. 164

Towards South : By a property bearing chalta No. 6 P.T Sheet No. 164

Towards East : By a property bearing survey No. 2/1 of P.T Sheet No. 164

Towards West : By a property bearing survey No. 2/4 of P.T Sheet No. 164

b) That said property bearing survey under No. 2/2, of P.T.Sheet No. 164 of Mapusa City,is admeasuring 331sq.mts and bounded as follows:

Towards North : By a property bearing survey No. 2/1 of P.T.Sheet No. 164 and a road

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Towards South : By a property bearing survey no. 2/4 and 2/3 of P.T Sheet No. 164

By a property bearing survey 2 Towards East

No. 2/1 of P.T Sheet No. 164

Cowards West : By road

c) That said property bearing survey under No. 2/1, of P.T.Sheet No. 164 of Mapusa City, is admeasuring 150sq.mt's and bounded as follows:

Towards North : By road

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Towards South : By a property bearing Survey No. 2/6 of P.T Sheet No. 164

Towards East : By nulla

Towards West 2. By a property bearing survey

No. 2/2 of P.T Sheet No. 164

The said property shown delineated with red boundary lines in the plan annexed hereto as Annexure A-1

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first

hereinabove mentioned and in the presence of the witnesses hereinbelow mentioned.

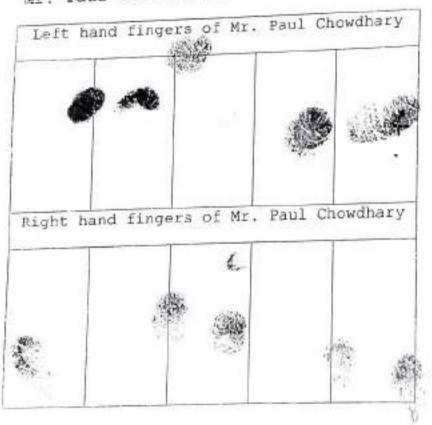
Signed & Delivered by the within named) FIRST PARTY

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Mr. Paul Chowdhary)

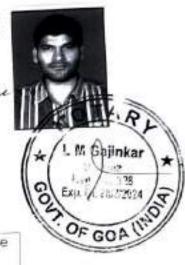


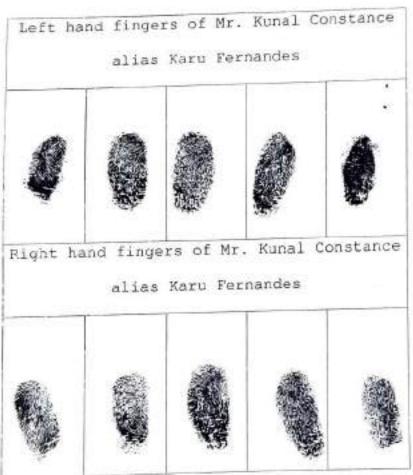
Signed & Delivered by the within named)

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SECOND PARTIES)

Mr. Kunal Constance Konfile for the Confile for self and on behalf of Second parties at sr. no 1 to 5)





In the presence of the following witnesses:

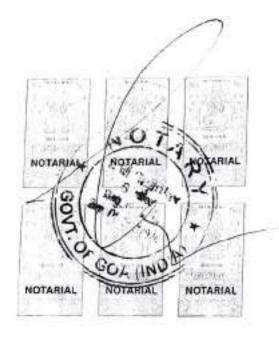
1) Name:

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Name:



BEFORE ME

hereby attest the signature (s)/LH

of Executing Parties:

Who is fare identified by:

When I know Personally.

Additional Acousting Parties:

And Nove Aco

L. M. GAJINKAR

NOTARY AT BARDE!

STATE OF GOA-INC.

BEFORE ME

DMY. Paul Chow dhary.

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