14-03-2024



GOVERNMENT OF GOA REGISTRATION DEPARTMENT Office of the Civil Registrar-cum-Sub Registrar, Bicholim



STAMP DUTY CERTIFICATE



DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202400012816
DOCUMENT SERIAL NUMBER	:	2024-BCH-359
DATE OF PRESENTATION	:	14-Mar-2024
DOCUMENT REGISTRATION NUMBER	:	BCH-1-354-2024
DATE OF REGISTRATION	:	15-Mar-2024
NAME OF PRESENTER	:	Pradeep Mahambrey Dy. General Manager – Materials OF VMSALGAOCAR CORPORATION PRIVATE LIMITED
REGISTRATION FEES PAID	- i	[-]/-
PROCESSING FEES PAID	:	
MUTATION FEES PAID	1:	N.A.





Government of Goa **Directorate of Accounts**

Opp. Old Secretariat, Fazenda Building, Panaji Goa Phone: 0832-2225548/21/31



Echallan No. 202400189243

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date:

09/03/2024 12:48:48

Name and Address of Party:

VMSALGAOCAR | 8411004529

Salgaocar Centre E4 Murgaon Estate Off Airport Road Chicalim

Service:

Stamp Duty

Amount

Stamp Duty

(Rs. Twent

CPADPODQ02

Only)

Department Data:

202400012816 NOTARY|202400012816 NOTARY

Bank ref No:

Success

Status: **Payment Date:**

11/03/2024 10:46:56

Payment Gateway:

SBI_MOPS

Print Date: 11/03/2024 10:47:00

2024-BCH-359 14/03/2024

JOINT DEVELOPMENT AGREEMENT







This Agreement for Joint Development ("AGREEMENT") is made on this is made on this day of March, 2024 at Bicholim, Goa.





BETWEEN

GREEN MEADOWS CONSTRUCTIONS AND REAL ESTATES PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office Salgaocar Centre, E4, Murgaon Estate, Off Airport Road, Chicalim, Goa 403711, having PAN Card No.

represented by its Authorised Signatory,

Mr. Veera Prasad Yerraguntla, son of Mr. Venkatakrishna Subrahmanya Sarma Yerraguntla, aged about 54 years, married, service, Indian National, having PAN Card No.

Mobile No. resident of Flat No. 1/S3, 2nd Floor, Kamat Complex Phase — I, Tonca, Caranzalem, Goa — 403 002, authorized vide resolution No. 4 dated 11/01/2024, hereinafter referred to as the "OWNER" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and/or assigns) of the ONE PART;



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AND



VMSALGAOCAR CORPORATION PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at Salgaocar Centre, E4, Murgaon Estate, Off Airport Road, Chicalim, Goa. 403711, represented by Mr. having PAN Card No. General Manager Mahambrey, Dy. Pradeep Materials, son of Mr. Mukund Mahambrey, aged about 57 years, married, service, Indian National, having PAN Card and AADHAR Card No. No. , resident of House No. Mobile No. Bella Vista Waddo, Near Sirsaim Village Panchayat, Sirsaim, Bardez, Goa - 403 502, authorized vide resolution No. 6, dated 18/01/2024, hereinafter referred to as the "DEVELOPER" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and/or assigns) of the OTHER PART;

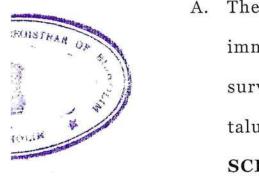
The DEVELOPER and the OWNER shall hereinafter collectively referred to as "PARTIES".







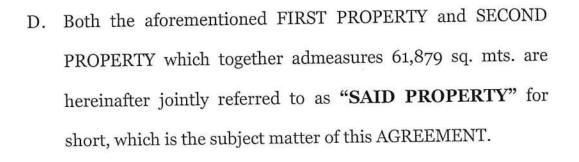
WHEREAS:



- A. The OWNER is the absolute lawful owner of all that immovable property admeasuring 9,220 sq. mts. surveyed under survey no. 42/1-B of village Arvalem, taluka Bicholim and more particularly set out in SCHEDULE I hereunder written. The entire area admeasuring 9220 sq. mts. is earmarked as 'Settlement' zone in the Regional Plan for Goa 2021 and hereinafter referred to as "FIRST PROPERTY".
- B. The OWNER is also the absolute lawful owner of all that immovable property admeasuring 89,328 sq. mts. surveyed under survey no. 42/1-C of village Arvalem, taluka Bicholim, hereinafter referred to as "LARGER PROPERTY" and more particularly set out in SCHEDULE II hereunder written.
- C. Area admeasuring 52,659 sq. mts. forming part of LARGER PROPERTY which is earmarked as 'Settlement' zone in the Regional Plan for Goa 2021 is hereinafter referred to as the "SECOND PROPERTY" and more particularly set out in SCHEDULE III hereunder written.

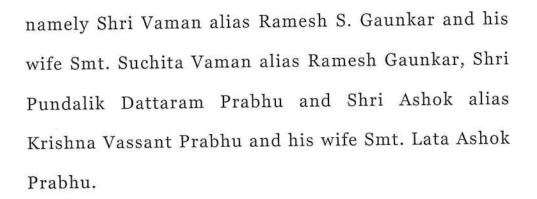






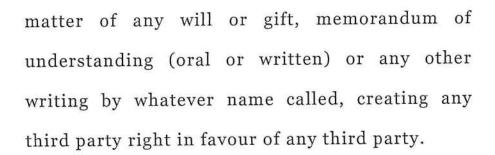
- E. The OWNER acquired right, title, interest and possession of the FIRST PROPERTY by virtue of Deed of Sale dated 28/05/1993, registered in the office of Sub-Registrar of Bicholim under Reg. No. 54 filed Book No. I Volume No. 48 dated 10/11/1993, having purchased the same from the erstwhile vendors namely Shri Vaman alias Ramesh S. Gaunkar and his wife Smt. Suchita Vaman alias Ramesh Gaunkar, Shri Pundalik Dattaram Prabhu and Shri Ashok alias Krishna Vassant Prabhu and his wife Smt. Lata Ashok Prabhu.
- F. The OWNER acquired right, title, interest and possession of LARGER PROPERTY by virtue of Deed of Sale dated 14/5/1993 registered in the office of the Sub Registrar of Bicholim under Reg. No. 11A filed Book No. I Volume No. 48 dated 9/11/1993, having purchased the same from the erstwhile vendors,





- G. The OWNER has got its name mutated in the revenue records of SAID PROPERTY and since been in vacant, peaceful and unencumbered possession and enjoyment thereof.
- H. The OWNER has further represented to the DEVELOPER that:
 - (a) The OWNER has become the absolute lawful owner of the SAID PROPERTY in the aforementioned manner and that the title of the OWNER to the SAID PROPERTY is good, clear, marketable, valid and subsisting and that no one else has any right, title, claim or share therein and that the OWNER has not entered into any agreement for sale, transfer or development of the SAID PROPERTY with anyone else except the DEVELOPER nor is the SAID PROPERTY subject





- (b) There are no impediments to enter into this AGREEMENT under any law or contract nor is prohibition statutory on there any sale/development/conveyance, and the SAID PROPERTY is not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind and the SAID PROPERTY has not been mortgaged or offered as a collateral for securing any loan or for obtaining any advance whatsoever from any individual, bank or financial institution and it is not subject to any statutory or any other charge for payment of income tax, gift tax.
- (c) There is/was no statutory bar or prohibition to acquire/hold the SAID PROPERTY including and not limited to any provisions under the Goa Town & Country Planning Act, Goa Land Revenue Act or





any other provision of law applicable to the SAID PROPERTY.



- (d) The OWNER/DEVELOPER are in actual physical and vacant possession of the SAID PROPERTY and that the OWNER/ DEVELOPER has not parted with the possession in any manner including and not limited to by any agreement of tenancy or lease. The OWNER has also not ceded any right of way or any other restriction or easement by whatever name called on the SAID PROPERTY.
- (e) The OWNER has paid all the property taxes and all other levies by whatever name called, till this date.
- I. The OWNER was desirous of developing plots (such plots shall hereinafter be referred to as the, "SAID PLOTS") in the SAID PROPERTY which inter-alia entails undertaking development related works in the SAID PROPERTY, such as conceptualization of a project obtaining approvals, survey and demarcation work, installation of boundary stones and rain water







gutters, construction of roads, provision of street lights, fixing of electrical equipment and fixtures, laying water pipelines and such other allied work more particularly provided for below, (all such work shall hereinafter referred to as the "DEVELOPMENT WORKS" and such construction and all such DEVELOPMENT WORKS to be undertaken in the SAID PROPERTY for the purpose of developing the SAID PLOTS shall hereinafter be referred to as the "SAID PROJECT").

J. The DEVELOPER has represented that it has necessary expertise, experience and capabilities to undertake the DEVELOPMENT WORKS and develop the SAID PLOTS in the SAID PROPERTY including possessing qualified and experienced team of engineers, architects and project managers, who can conceptualize, design, draw plans, assist in obtaining approvals, negotiate with contractors who have the necessary capabilities for the purpose of undertaking and constructing the SAID PROJECT in the SAID PROPERTY.





- The OWNER by letter of engagement dated O1st February, 2021 has appointed the DEVELOPER as a Consultant to conceptualize, design, draw plans and liaise with statutory authorities to procure provisional approvals in order to commence with DEVELOPMENT WORKS and advice the OWNER in appointment of suitable contractor to undertake development in the SAID PROPERTY.
- L. Pursuant to letter of engagement dated 01st February, 2021 and post receipt of statutory approvals (provisional), the OWNER appointed Mr. Nizam S. Ladji as contractor to execute the SAID PROJECT and as such entered into a work order dated 21/05/2022. The contractor commenced with DEVELOPMENT WORKS and based on requests from Contractor, on account advances were paid by OWNER to the contractor.
- M. That, subsequently, the OWNER has expressed its inability to monitor and execute the SAID PROJECT in the SAID PROPERTY owing to lack of technical expertise and difficulty to obtain final statutory approvals/license and requested the DEVELOPER to









take over the SAID PROJECT as a developer and complete construction of the SAID PROJECT in SAID PROPERTY.

- N. That, in furtherance of the said intent and understanding arrived at between the OWNER and the DEVELOPER, the OWNER and the DEVELOPER mutually agreed to collaborate and jointly develop the SAID PROJECT in the SAID PROPERTY and entered into memorandum of understanding dated 25th April 2023 (hereinafter referred to as the "said MOU), and offered the SAID PROPERTY for development of plots on terms and conditions as stipulated in the said MOU.
- O. In terms of work order dated 21/05/2022, the Contractor commenced DEVELOPMENT WORKS in the SAID PROPERTY. Based on requests from the Contractor, OWNER has advanced to the Contractor a sum of Rs

only) upto 10th April 2023, as on account advances.







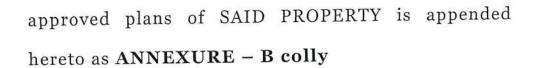
- P. It is agreed that DEVELOPMENT WORKS done upto a value of Rs in accordance with Work Order dated 21/5/2022, plus applicable GST thereon, shall be borne by OWNER based on joint inspection and certification by Contractor, DEVELOPER and OWNER.
- Q. Excess of on account advances paid by OWNER to Contractor over the above agreed value of DEVELOPMENT WORKS will be refunded by the Contractor to OWNER.
- R. The value of land development works over and above

 Rs. which are
 to be carried out by Contractor for completion of

 DEVELOPMENT WORKS shall accordingly be borne
 by the DEVELOPER along with applicable GST

 thereon.
- S. That in furtherance to the said MOU, the PARTIES have secured / obtained requisite permissions / approvals / NOC's from the concerned authorities for SAID PROJECT in SAID PROPERTY, list whereof is appended hereto as ANNEXURE A and the final





- T. That, in April, 2023, the DEVELOPER took charge of DEVELOPMENT WORKS of the SAID PROJECT in the SAID PROPERTY based on the approvals obtained for the SAID PROJECT and presently is in process of registration of SAID PROJECT with RERA and minor repair works of the SAID PROJECT are presently being carried out by the DEVELOPER.
- U. That in terms of clause 12.7 of the Goa Land Development and Building Regulations 2010, owner of a project of the nature contemplated in this Agreement is entitled to an exclusive reserved area corresponding to 5% of the SECOND PROPERTY bearing Survey No. 42/1-C (part) of village Arvalem. For the purposes mentioned in the said provision, which in this case admeasures 2,556.79 sq. mts. (hereinafter referred to as the 'EXCLUSIVE AREA') which EXCLUSIVE AREA is distinct and different from the open space (as indicated in the approved plans) provided to the prospective purchasers in the

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development, which open space hereinafter referred to as the "PURCHASERS OPEN SPACE". The EXCLUSIVE AREA is identified and shaded in yellow colour and the PURCHASERS OPEN SPACE is identified and shaded in green colour on the approved development plan annexed hereto as **ANNEXURE - C** colly. The plot purchasers have no right of whatsoever nature in the said EXCLUSIVE AREA, which entitlement shall be governed by the terms of this AGREEMENT.

V. And that, the PARTIES herein have agreed to enter into this AGREEMENT in order to crystalize their understanding arrived at in terms of the said MOU.

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

1. **RECITALS**:

1.1. The PARTIES do hereby jointly and severally declare and confirm that whatever is recited hereinabove in respect of the SAID PROPERTY shall be treated as representations, warranties and declarations on the





part of the PARTIES and the same shall form an integral part of the operative portion of this AGREEMENT as if the same are reproduced herein verbatim.

1.2. The DEVELOPER has agreed to enter into this AGREEMENT and carry out its obligations under this AGREEMENT relying upon and believing the statements, representations, assurances and declarations of the OWNER in this AGREEMENT to be true, correct and accurate, and based on the said representations of the OWNER that the OWNER is holding clear and marketable title of the SAID PROPERTY and of the development rights thereof; and is legally entitled to transfer rights in the favour of the DEVELOPER, in the manner set out in this AGREEMENT.

2. THE JOINT DEVELOPMENT:

2.1. The DEVELOPER and the OWNER do hereby form and constitute this joint development for the SAID PROJECT.





2.2. All the terms and conditions of this AGREEMENT and the clauses detailed herein-below constitute and form part of the joint development.

3. THE SAID PROJECT:

- 3.1. The DEVELOPER in furtherance of the said MOU has taken over development of the SAID PROJECT in the SAID PROPERTY as per approved plans.
- 3.2. The DEVELOPER has conceptualized the SAID PROJECT in consultation with OWNER within the framework of, and parameters permissible, in law.
- 3.3. The SAID PROJECT, either before or after completion shall be identified in the name and style as may be decided by the DEVELOPER.
- 4. THE CONTRIBUTION OF THE DEVELOPER

 AND THE OWNER UNDER THE JOINT

 DEVELOPMENT:
- 4.1. The primary obligation and contribution of the DEVELOPER shall be to, (i) invest all monies in terms of the said MOU and this AGREEMENT and





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other resources as the DEVELOPER may deem necessary in order to complete the development and construction of the SAID PROJECT, (ii) liaise and obtain all project related Final NOC's/approvals, conversion sanads and such other NOC's as may be required, and (ii) market and sell the SAID PLOTS in the SAID PROJECT to prospective purchaser/'s.

- 4.2. The primary obligation and contribution of the OWNER shall be to bring into this joint development the SAID PROPERTY which the OWNER hereby does.
- 4.3. The DEVELOPER of has paid an . amount as Rs. interest free security deposit to OWNER to secure compliance of the obligations by the DEVELOPER in terms of this AGREEMENT. Such amount shall be refunded by OWNER to the DEVELOPER upon sale of SAID PLOTS in a phased manner in four (4) equal installments of Rs only) i.e. upon sale of approximately every thirty (30) plots in SAID PROJECT. In the event the OWNER fails to refund the security deposit in





keeping with the timelines in this clause, the DEVELOPER shall be entitled to adjust in the manner DEVELOPER deems fit the unpaid amounts corresponding to the deficit installments from the amounts payable to the OWNER in terms of this AGREEMENT.

- 5. ENTITLEMENT OF THE PARTIES /
 APPROPRIATION OF SALE PROCEEDS IN THE
 SAID PROJECT:
- 5.1. In consideration of the respective promises, obligations and contributions as aforesaid:
 - a. The DEVELOPER and OWNER shall receive the sale consideration independently from the prospective purchaser towards sale of SAID PLOTS described in net saleable area provided for in **SCHEDULE IV** and in the proportion stated herein below.
 - b. The OWNER shall be entitled to a fixed consideration of Rs.

per square

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meter on sale of SAID PLOTS and such share



herein after shall be referred to as "OWNER SHARE", subject to the terms of this AGREEMENT.

- c. Balance sale consideration receivable from the proceeds of sale of SAID PLOTS, after paying/appropriating OWNER SHARE, shall accrue to DEVELOPER as its consideration for fulfilling all its obligation under this agreement, such share herein after shall be referred to as "DEVELOPER SHARE", more particularly provided for in SCHEDULE V, subject to the terms of this AGREEMENT.
- d. It is agreed that the DEVELOPER shall be exclusively entitled to the EXCLUSIVE AREA in the SAID PROJECT which area shall as a part of the joint development be assigned/allotted to the OWNER to deal/develop with in manner best suited to the DEVELOPER and any sale proceeds, rentals, income received with respect to the EXCLUSIVE AREA shall be that of the DEVELOPER alone. The OWNER shall as and when called upon by the DEVELOPER sign,







execute and register such instrument/s as may be necessary in this regard, which both parties hereto agree and confirm.

6. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE OWNER:

- 6.1. The OWNER shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the OWNER (unless expressly specified otherwise):
 - The OWNER shall at all times during the tenure a. of this AGREEMENT and thereafter for the benefit of prospective purchasers, maintain the OWNER'S title to the SAID PROPERTY (subject only to the rights and entitlements of the DEVELOPER herein) set out unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.



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- b. The OWNER, at the cost of the DEVELOPER, shall co-operate with the DEVELOPER in discharge of the obligations of the DEVELOPER to develop the SAID PROPERTY as provided herein and on terms and conditions appearing herein.
- c. The OWNER has pursuant to said MOU dated

 25th April 2023 has handed over possession of
 the SAID PROPERTY to the DEVELOPER in
 order to carry out and complete
 DEVELOPMENT WORKS with respect to the
 SAID PROJECT in the SAID PROPERTY.
- d. The OWNER shall permit and authorize the DEVELOPER to represent and act on behalf of the OWNER in matters concerning development of the SAID PROJECT in the SAID PROPERTY viz-a-viz obtain Final statutory approvals/NOC's and conversion sanads and to do all such acts, deeds and things, as may be necessary or connected thereto.



7. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE DEVELOPER:

- 7.1. The DEVELOPER shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the DEVELOPER (unless expressly specified otherwise):
 - a. The DEVELOPER having taken over the SAID PROJECT in furtherance of the said MOU shall complete the SAID PROJECT in all respects as per the approved plans.
 - b. The DEVELOPER shall submit plans for approval of concerned authorities from time to time as may be decided by the DEVELOPER in consultation with the OWNER with respect to the EXCLUSIVE AREA being Amenity Spaces without materially affecting the benefits accruing to the SAID PROJECT and the PARTIES herein.
 - c. The DEVELOPER shall supervise and manage the DEVELOPMENT WORKS, the day to day affairs, such other allied works being undertaken, and be in-charge of the SAID

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PROJECT in the SAID PROPERTY through its team of engineers until completion of the SAID PROJECT.

- d. The DEVELOPER shall use its resources, technical know-how, experience and expertise to manage and maintain the SAID PROJECT in the SAID PROPERTY till sale of the SAID PLOTS.
- e. The DEVELOPER shall bear/reimburse all expenses and costs with respect to the SAID PROJECT in the SAID PROPERTY from execution of MOU dated 25th April 2023 including statutory fees, expenses and costs towards Contractor fees, advocate fees, marketing and sale of the SAID PLOTS in the SAID PROPERTY.
- f. The DEVELOPER shall alone be responsible to effect payment/balance payment to the Contractor engaged to carry out DEVELOPMENT WORKS with respect to the SAID PROJECT.



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- g. Liaise with concerned statutory and local authorities including but not limited to local village Panchayat, State Government, Revenue authorities, concerned planning authorities, and all other statutory authorities and obtain from the concerned authorities all such NOC's, permissions / licenses / approvals, Sanads, orders, certificates, permissions, extensions, modifications, clearances, exemptions and concessions as may be necessary for the completion of development of the SAID PROJECT in the SAID PROPERTY.
- h. The DEVELOPER shall assist the OWNER in making, signing, executing, submitting all necessary applications, forms, plans, declaration, documents, undertakings, papers, writings, indemnity bonds, letters, communications, representations, statements, to the concerned planning authorities and/or before the Panchayat authorities, local bodies, central or state government authorities, or any other local government or statutory authority or other competent authority or public body or

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bodies, as may be necessary to carry out and / or implement any of the provisions of law with regard to the development of the SAID PROJECT in the SAID PROPERTY.

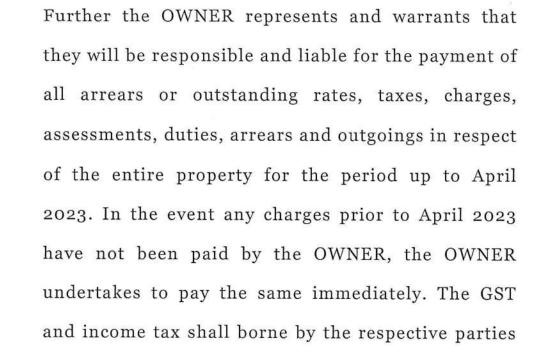
- i. Post completion of SAID PROJECT, the DEVELOPER shall market, advertise, brand and promote the SAID PROJECT in the SAID PROPERTY and undertake sales of the SAID PLOTS in the SAID PROJECT in the SAID PROPERTY in the manner it deems fit and proper and execute and register agreements/deeds, in accordance with RERA.
- j. The DEVELOPER shall register the SAID PROJECT under the Real Estate and Regulation Act, 2016 and with such other authority as may be necessary.

8. **TAXES**:

8.1. All rates, taxes except GST and income tax, charges, assessments, duties, land revenue and other outgoings in respect of the entire property after April 2023 shall be borne by the DEVEOPER.



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8.2. The consideration payable under transfer of development rights is covered under Reverse Charge as per the provisions of the Goods and Service Tax Act. The Goods and Service Tax liability under this agreement will be payable by DEVELOPER under Reverse Charge as per the provisions of the Goods and Service Tax Act in force at the applicable rate at the time of execution of present agreement.

9. **SALE OF THE PROJECT**:

as applicable.

9.1. The DEVELOPER shall do all that is necessary to ensure that the SAID PLOTS in SAID PROJECT are sold as expeditiously as possible.

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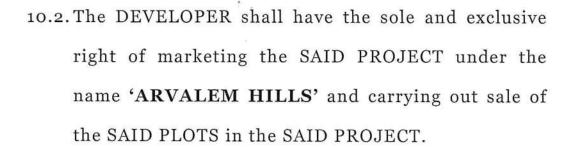


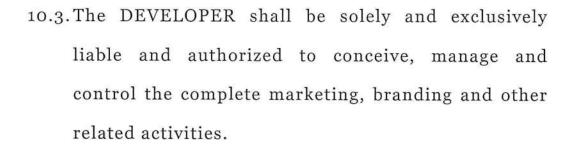
9.2. It is agreed that the DEVELOPER and OWNER shall jointly execute Deed/s of Sale or any other instrument towards sale of the SAID PLOTS in the SAID PROJECT in favour of prospective purchasers'.

10. BRANDING MARKETING AND SALES:

as 'ARVALEM HILLS' for the purpose of marketing, advertising, sales and registration under RERA. Any change to the name of the SAID PROJECT shall be done by the DEVELOPER alone. The SAID PROJECT shall be marketed through utilization of the brand of the DEVELOPER, on all promotional material, print media, tele-media, events, advertisement, etc., relating to the SAID PROJECT. The OWNER further agrees that the DEVELOPER shall have the right to issue any press release or make any public statement or other communication about the SAID PROJECT and/or the development.





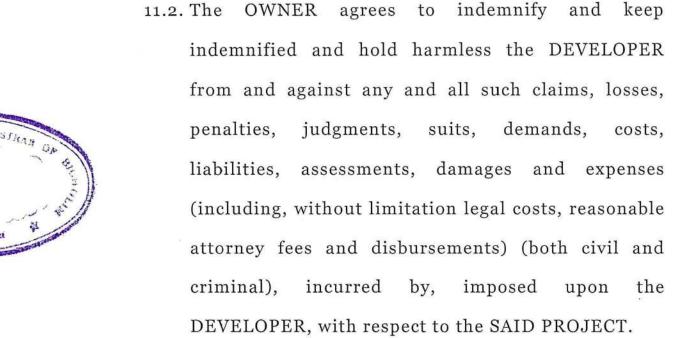


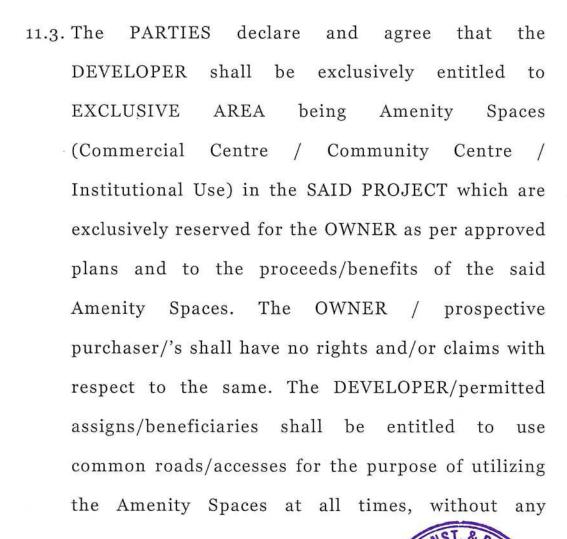
11. MUTUAL COVENANTS

11.1. The OWNER expressly agrees that the DEVELOPER has carried out DEVELOPMENT WORKS with respect to the SAID PROJECT to the satisfaction of the OWNER and the OWNER after being fully satisfied of quality of DEVELOPMENT WORKS carried out by the DEVELOPER discharges DEVELOPER of any liabilities/claims that may arise from third party/s, authorities, prospective purchaser/'s or otherwise under the provision of RERA and/or any other law in force and any disputes/claims/proceedings shall be defended by OWNER at its own cost and expenses, without any



reference to the DEVELOPER.





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obstruction/interference from the OWNER/
prospective Purchaser of the SAID PROJECT.

11.4. The PARTIES declare and agree that the entire scheme of plotted development / the SAID PROJECT is confined to the SAID PROPERTY and the OWNER shall continue to be in exclusive ownership, possession, occupation and enjoyment of the balance portion of the LARGER PROPERTY (excluding the SECOND PROPERTY), which the OWNER shall be entitled to develop in future without any reference to the DEVELOPER and/or prospective purchaser/'s.

12. FORMATION OF ENTITY:

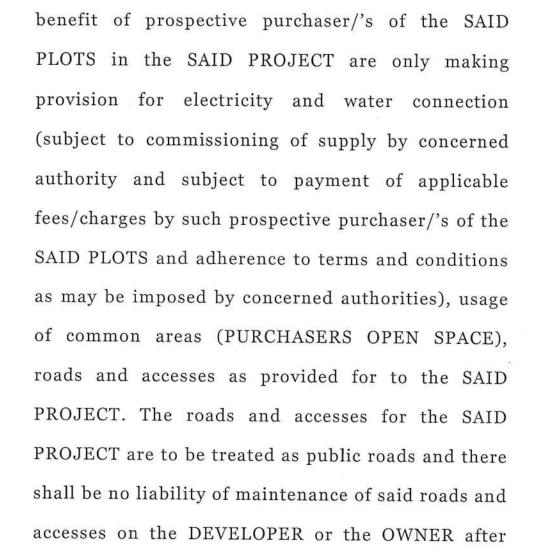
12.1. The DEVELOPER shall in its discretion appoint a maintenance agency or form a co-operative maintenance society for maintenance of the common areas in the SAID PROJECT and to be known by such name as the DEVELOPER may decide and which maintenance agreement shall be drawn and finalized by the DEVELOPER.

12.2. The PARTIES have expressly agree and declare that the limited amenities to the SAID PLOTS or to the

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that the liability / responsibility for maintenance of common areas (PURCHASERS OPEN SPACE) until the formation of society/entity is upon the DEVELOPER and the expense (inclusive of legal fees and applicable GST) towards same shall be borne by prospective purchaser/'s, subject to terms and conditions to be agreed upon. It is agreed that for

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completion of the SAID PROJECT.



the purpose of maintenance a separate maintenance account shall be created and the unutilized amount shall be transferred to the society, after such society is incorporated.

12.4. When a decision in this matter is taken, the respective parties shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the entity along with payment of requisite fee and other charges.

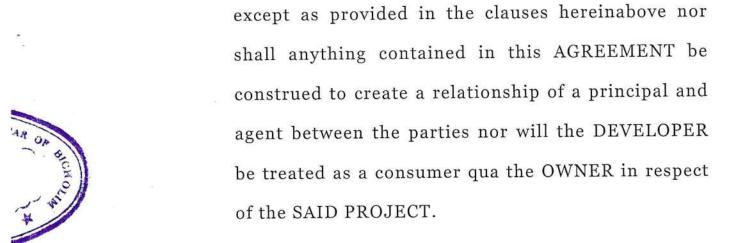
13. MISCELLANEOUS:

13.1. The OWNER does hereby undertake that they shall at all times at the request of the DEVELOPER hereafter do, perform, execute or cause to be done, performed and executed all such acts, deeds and things whatsoever which may be necessary for further, better and more perfect 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 DEVELOPER.

13.2. Nothing contained in this AGREEMENT shall be construed to be a partnership between the PARTIES







- 13.3. The PARTIES hereto are entitled to specific performance of the terms of this AGREEMENT.
- communications the notices, 13.4. All letters, DEVELOPER and the OWNER, 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 the 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



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Goa 403711

lawfully served and received by the respective parties.



- 13.5. The stamp duty and registration fees to be paid on this Agreement shall be borne by the DEVELOPER.
- 13.6. Any dispute shall be subject to the jurisdiction of courts in Goa.
- 14. For the purpose of calculation of stamp duty and registration fees this Agreement is valued @

only) which is calculated ______. mts.
on net saleable area and accordingly the stamp duty

@ ______ (Rupees

Hundred only) and applicable registration and processing fees are paid herewith.

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 herein below mentioned.

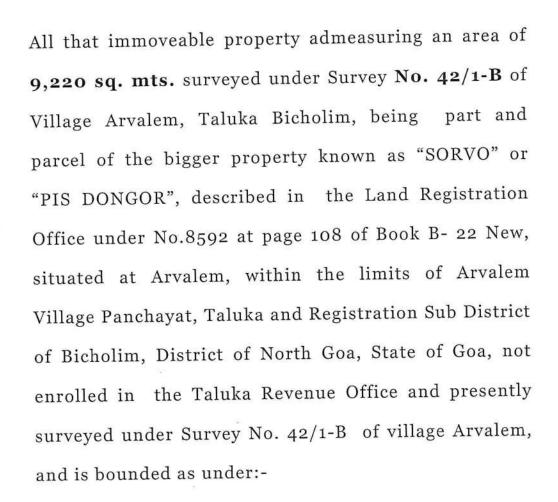


Prov)





SCHEDULE I (Description of the "FIRST PROPERTY")



North: - by property bearing Survey Nos. 44/1, 44/2 and 44/3 of village Arvalem;

South: - by 10.00 mts. road and partly by property bearing Survey No. 42/1-C of village Arvalem;

East: - by property bearing Survey No. 37/1 of village Arvalem; and

West: - by property bearing Survey Nos. 45/1, 45/2 and 45/4 of village Arvalem.

Chicatim, Mormugao Goa 403 711

31

Chicalim Goa 403711

SCHEDULE II (Description of the "LARGER PROPERTY")



All that immoveable property admeasuring an area of 89,328 sq. mts. surveyed under Survey No. 42/1-C of Village Arvalem, Taluka Bicholim, being part and parcel of the bigger property known as "SORVO" or "PIS DONGOR", described in the Land Registration Office under No.8592 at page 108 of Book B- 22 New, situated at Arvalem, within the limits of Arvalem Village Panchayat, Taluka and Registration Sub District of icholim, District of North Goa, State of Goa, not enrolled in the Taluka Revenue Office and presently surveyed under Survey No. 42/1-C of village Arvalem, and is bounded as under:-

North: - by 10.00 mts road and partly by property bearing Survey No. 42/1-B of village Arvalem;

South: - by property bearing Survey No. 41 of village Arvalem;

East: - by property bearing Survey Nos. 37, 40 and 42/1 of village Arvalem; and

West: - by 10.00 mts. road and partly by property bearing Survey No. 45/4 of village Arvalem.





SCHEDULE III (Description of the "SECOND PROPERTY")



All that part and parcel of land admeasuring an area of 52,659 sq. mts. forming part of the LARGER PROPERTY surveyed under Survey No. 42/1-C (part) of Village Arvalem, Taluka Bicholim, described in SCHEDULE – II hereinabove and is bifurcated into north side settlement area admeasuring 30,352 sq. mts. and south side settlement area admeasuring 22,307 sq. mts. as described below:

A.

(North Side Settlement Area)

All that part and parcel of land admeasuring an area of **30,352 sq. mts.** forming part of SECOND PROPERTY described hereinabove and is bounded as under:

North: - by 10 mts. road and partly by property bearing Survey No. 42/1-B of village Arvalem;

South: - by remaining part of property bearing Survey No. 42/1-C of village Arvalem;

East: - by property bearing Survey Nos. 37, 40 and 42/1 of village Arvalem; and

West: - by 10 mts. road and property bearing Survey
No. 45/4 of village Arvalem.



<u>B.</u>

(South Side Settlement Area)



All that part and parcel of land admeasuring an area of 22,307 sq. mts. forming part of SECOND PROPERTY described hereinabove and is bounded as under:

North: - by remaining part of property bearing Survey
No. 42/1-C of village Arvalem;

South: - by property bearing Survey No. 41 of village Arvalem;

East: - by remaining part of property bearing Survey
No. 42/1-C of village Arvalem; and

West: - by 10 mts. road and partly by property bearing Survey No. 45/4 of village Arvalem.







(Description of Net Saleable Area)

The net saleable area for SAID PROJECT is the total area of approved SAID PLOTS as follows:

SR	CONTENTS	PLOTS	AREA
NOS.		(in nos.)	(in sq. mts.)
1100.			
1.	FIRST PROPERTY	1 TO 13	4748.80
	(Survey No. 42/1-B of		
	village Arvalem)		
	SECOND PROPERTY	1 TO	32293.66
2.	(Survey No. 42/1-C part	104	
	of village Arvalem)		
	TOTAL	117	37042.46





SCHEDULE V

(Description of the "DEVELOPER SHARE")

Balance sale consideration receivable from proceeds of sale of SAID PLOTS described in net SCHEDULE IVfor in area provided saleable hereinabove, after paying/appropriating OWNER **DEVELOPER** its as shall accrue to SHARE, consideration for fulfilling all its obligation under this agreement.

Notwithstanding the above, the DEVELOPER shall also be exclusively entitled to all proceeds / benefits / monies accrued from the 'EXCLUSIVE AREA' i.e. Amenity Spaces (Commercial Centre / Community Centre / Institutional Use) in the SAID PROJECT.





ANNEXURE - A

(LIST OF PERMISSIONS FOR THE SAID PROJECT)

Permissions/Approvals for FIRST PROPERTY (Survey No. 42/1-B) of village Arvalem

Sr.	Particulars
Nos.	NOC for proposed sub-division of land (provisional)
1.	dated 11/02/2022 bearing No. DC/ 7823/ARVALEM/
	TCP-22/210 issued by Town and Country Planning
	Department, Bicholim.
2.	Development Permission / Provisional NOC dated
	12/04/2022 bearing No. VPH/BICH/Prov.NOC/
	2021-22/21 issued by Village Panchayat, Harvalem.
3.	NOC for proposed sub-division of land (provisional)
	dated 17/06/2022 bearing No.AE/V-II (R)/TECH-4
	(D) / 2022-23/757 issued by Electricity Department,
	Office of Sub-Divisional Engineer, Sub-Div-II (R),
	Sakhali, Goa.
4.	Availability of water and provision to lay
	distribution pipeline dated 02/01/2023 bearing
	No. PWD/DXXIV/SD I (WS)/F. 40/22-23/636 issued
	by Office of the Assistant Engineer, Sub-Div.I (WS),
	D XXIV (PHE), PWD, Bicholim, Goa.
5.	Conversion Sanad dated 17/05/2023 bearing No.
3.	RB/CNV/BICH/AC-II/06/2020/1685 issued by
	Office of Collector, North Goa at Panaji, Goa.
6.	Final NOC for sub-division of land for Plot Nos. 1 to
	13 dated 01/08/2023 bearing No. DC/7823/
	ARVALEM/ TCP-23/1778 issued by Town and
	Country Planning Department, Bicholim Goa.
	2.00









Sr.	Particulars
Nos.	Development Permission/Final NOC dated
7.	Development 1 et mission/ 1 mar
	17/08/2023 bearing No. VPH/BICH/Dev.Final.NOC/
	2023-24/434 issued by Village Panchayat Harvalem,
	Bicholim, Goa.
9.	Final NOC from electrical point of view for final sub-
	division of land dated 06/11/2023 bearing No.
	AE/V-II (R)/TECH-4 (D)/2023-24/1626 issued by
	Electricity Department, Office of Sub-Divisional
	Engineer, Sub-Div-II (R), Sakhali, Goa.
10.	Final NOC for sub division of land dated 21/11/2023
	bearing No. PWD/D.XXIV/SD I (WS)/F.40/488/23-
	24 issued by Office of the Assistant Engineer, Sub-
	Div.I (WS), D XXIV (PHE), PWD, Bicholim, Goa

Permissions/Approvals for SECOND PROPERTY Survey No. 42/1-C (part) of village Arvalem

Sr. Nos.	Particulars
1.	NOC for proposed sub-division of land (provisional) dated 11/02/2022 bearing No. DC/
	7822/ARVALEM/TCP-22/211 issued by Town and Country Planning Department, Bicholim
2.	Development Permission / Provisional NOC dated 12/04/2022 bearing No. VPH/BICH/Prov.NOC/2021-22/22 issued by Village Panchayat, Harvalem







articulars
OC for proposed sub-division of land (provisional)
ated 17/06/2022 bearing No. AE/V-II (R)/ TECH-4
0) / 2022-23/756 issued by Electricity Department,
ffice of Sub-Divisional Engineer, Sub-Div-II (R),
akhali, Goa.
vailability of water and provision to lay
istribution pipeline dated 02/01/2023 bearing No.
WD/DXXIV/SD I (WS)/F. 40/22-23/635 issued by
ffice of the Assistant Engineer, Sub-Div.I (WS), D
XIV (PHE), PWD, Bicholim, Goa.
onversion Sanad dated 25/05/2023 bearing No.
B/CNV/BICH/AC-II/07/2020/2036 issued by
ffice of Collector, North Goa at Panaji, Goa.
inal NOC for sub-division of land for Plot Nos. 1 to
04 dated 08/08/2023 bearing No. DC/7822/
RVALEM/TCP-23/1852 issued by Town and
ountry Planning Department, Bicholim Goa.
evelopment Permission Final NOC dated
7/08/2023 bearing No. VPH/BICH/Dev.Final.NOC/
023-24/435 issued by Village Panchayat, Harvalem.
inal NOC from electrical point of view for final sub-
ivision of land dated 06/11/2023 bearing No.
E/V-II (R)/TECH-4 (D)/2023-24/1628 issued by
lectricity Department, Office of Sub-Divisional
ngineer, Sub-Div-II (R), Sakhali, Goa.
inal NOC for sub division of land dated 23/11/2023
earing No. PWD/D.XXIV/SD I (WS)/F.40/502/23-
4 issued by Office of the Assistant Engineer, Sub-
iv.I (WS), D XXIV (PHE), PWD, Bicholim, Goa.

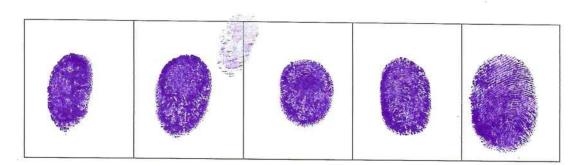




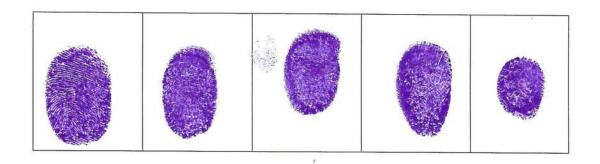


SIGNED & DELIVERED by the within)
named DEVELOPER, VMSALGAOCAR)
CORPORATION PRIVATE LIMITED.,)
by the hand of Mr.Pradeep Mahambrey,)
Dy. General Manager – Materials)





Left hand finger Prints



Right hand finger Prints





REGISTRAN OF BUCH

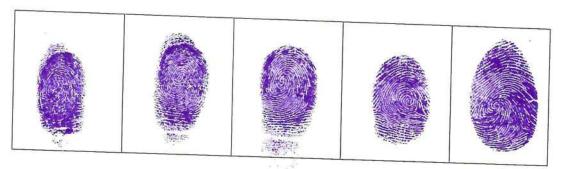
SIGNED & DELIVERED by the within named OWNER, GREEN MEADOWS CONSTRUCTIONS AND REAL ESTATES PRIVATE LIMITED, by the hands of its Authorised Signatory,

Mr. Veera Prasad Yerraguntla

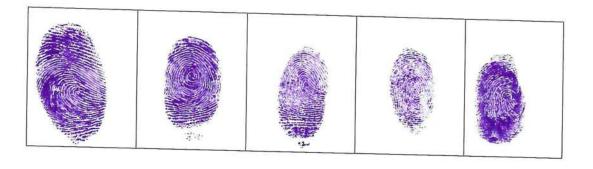








Left hand finger Prints



Right hand finger Prints





IN THE PRESENCE OF:

 Mr. Prasad Eknath Shetye, Son of late Shri. Eknath Shetye, Aged 38 years, unmarried, Service, Indian National, Resident of House No. 234, Near Khapreshwar Temple, Belabaim, Vasco Da Gama, Goa – 403802.

Aadhar Card No.:

Mobile No.:

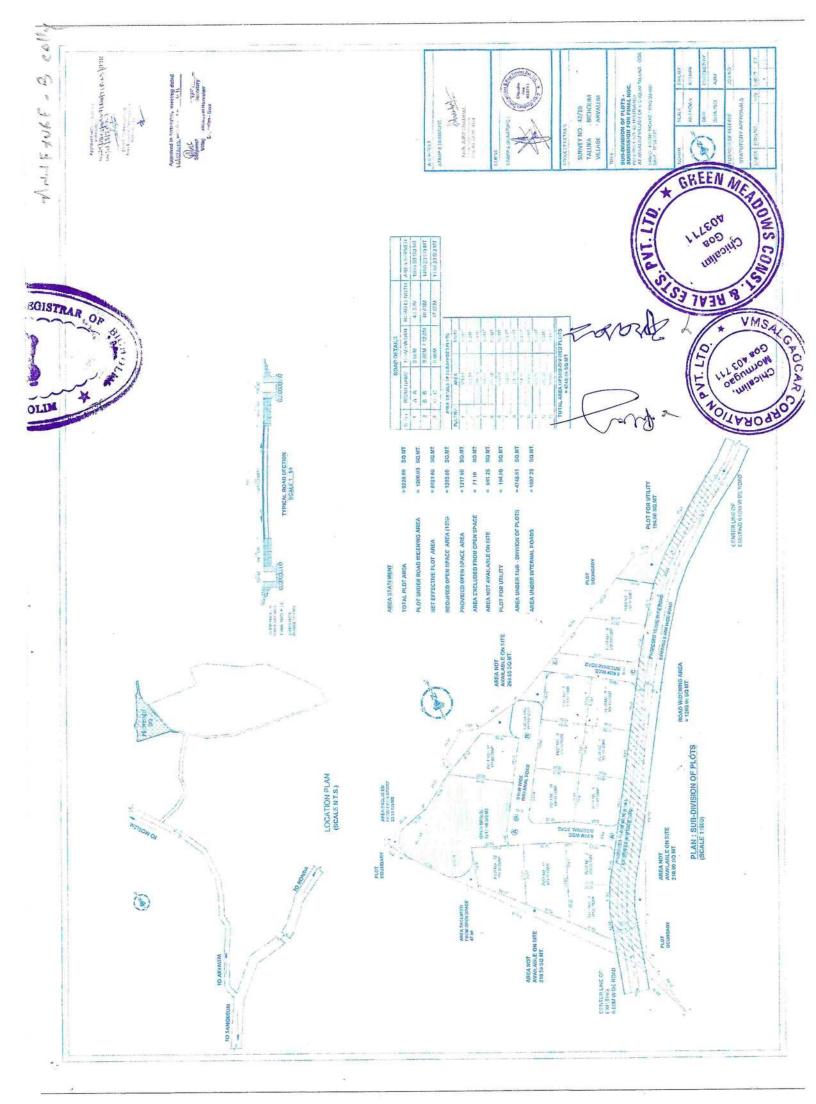


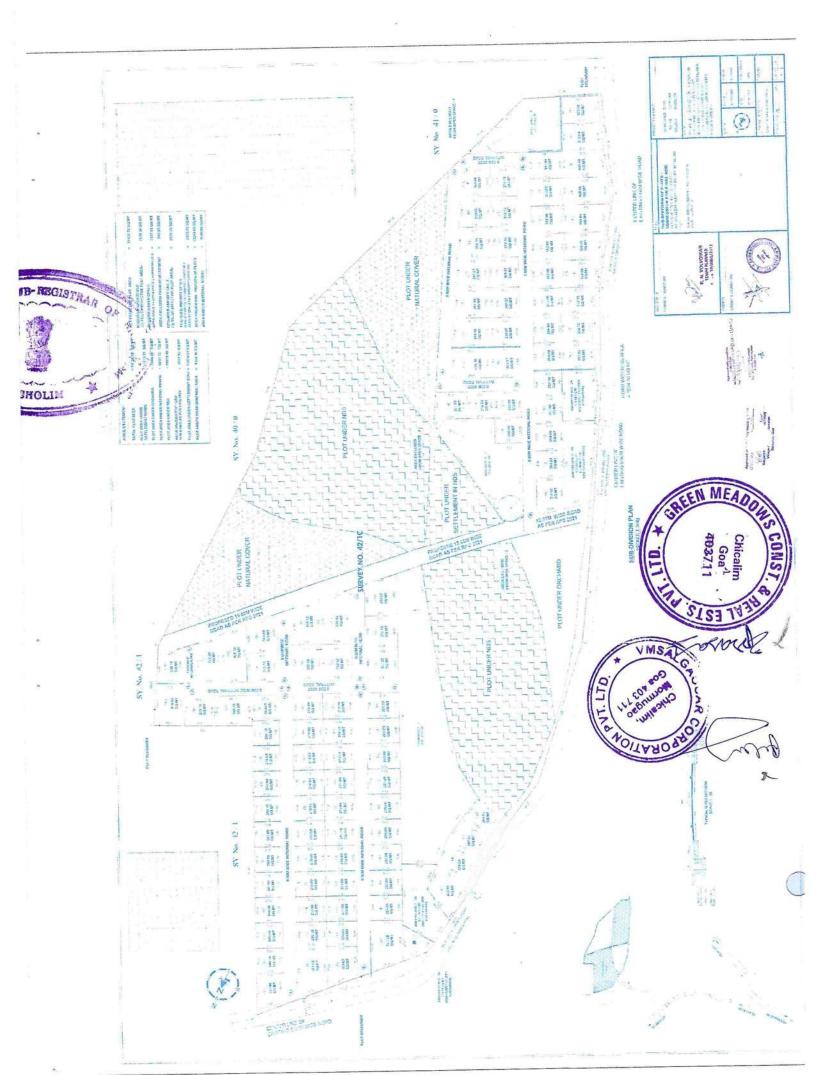
2. Mr. Roque Fernandes,
Son of late Peter Fernandes,
Aged 65 years, married,
Service, Indian National,
Resident of House No. 414,
Fatorda, Salcete, Goa – 403602.
Aadhar Card No.:
Mobile No.:













FORM I & XIV

नमुना नं 9 व 98

100018711621

Date:

:);

00.00.00.00

05/03/2024

Page 1 of 2

BICHOLIM 42 Survey No. Taluka सर्वे नंबर तालुका Sub Div. No. Arvalem 1-B Village हिस्सा नंबर गांव Tenure Name of the Field Pis Dongar सत्ता प्रकार शेताचें नांव

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

-Nr.	11a.A13.04.Will 3) 11	1 1 11 1 16 11 11				Total Cultivable Area
Dry Crop जिरोहेन	Garden वागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	एकूण लागण क्षेत्र
00.00	0000.92.20	00.00.000	00.00.000	00.00.000	00.00.00	0000.92.20

🖟 wable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराव Class (a) Class (b) Total Un-Cultivable Area वर्ग (अ) वर्ग (व) एकूण नापिक जामीन

 एकूण नापिक जामीन
 Grand Total

 एकूण नापिक जामीन
 एकूण

 00.00
 0000.00.00

Remarks शेरा -As per the order of the Dy. collector in case No.8-98-2006-PART-BICH dated 24/07/2013

Assessment : Rs. 0.00 Foro Rs. 0.00 Predial Rs. 0.00 Rent रेंट Rs. 0.00

S.No.	Name of the Occupant कब्जेदाराचे नांव	. Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks	शेरा
1	Green Meadows Constructions and Real Estates Private Limited		30540		

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Ni			

Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार	Mutation No. फेरफार नं	Remarks शेरा
Nil		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year	Name of the	Mode	Season	Name	Irrigated	Unirrigated जिरायत	San	vailable for नापिक बसीन	Source of irrigation	Remarks शेरा
यर्ष	Cultivator लागण करणा-याचे नांव	रीत	मीसम	of Crop पिकाचे नांव	वागायत Ha.Ars.Sq.Mis हे. आर. चौ. मी.	Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. ची. मी.	मिंचनांचा प्रारि	
	Nil									

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.



pra





FORM I & XIV

100018711621

Date:

05/03/2024

नमुना नं 9 व 98

Page 2 of 2 **BICHOLIM** Taluka Survey No. 42 तालुका सर्वे नंबर Village Arvalem Sub Div. No. 1-B हिस्सा नंबर he Field Pis Dongar Name Tenure सत्ता प्रकार



The record is computer generated on 05/03/2024 at 12:58:57PM as per Online Reference Number - 100018711621. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website https://dslr.goa.gov.in









100018711639

नमुना नं 9 व 98 05/03/2024 Date: Page 1 of 2 **BICHOLIM** Taluka Survey No. 42 सर्वे नंबर तालुका Arvalem Sub Div. No. Village 1-C हिस्सा नंबर Name of the Field Pis Dongar Tenure सत्ता प्रकार ताचें नांव

Mitivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop	Garden	Rice	Khajan	Ker	Morad	Total Cultivable Area
जिरायन	बागायत		खाजन	केर	मोरड	एकूण लागण क्षेत्र
00.00.000	0008.93.28	00.00.000	00.00.000	00.00.00	0000.00.00	0008.93.28

Un-cultivable Area (Ha.Ars Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-K	harab पोर	ट खराव
Class (a)	Class (b)	Total Un-Cultivable Area
वर्ग (अ)	वर्ग (व)	एकूण नापिक जामीन
000.00.00	0000.00.	00.00.00

Grand Total एक्ण 0008.93.28

As per the order of the Dy. collector in case No.8-98-2006-PART-BICH dated 24/07/2013

Remarks शेरा

Asses आकार	sment: Rs. 0.00	Foro Rs. ^{0.00} फोर	Predial प्रेदियाल	Rs. 0.00	Rent Rs. 0.00
S.No.	Name of the Occupant		Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
	Green Meadows Construction	ns and Real		30541	
S.No.	Name of the Tenant	ळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1		Nil			*

Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार	Mutation No. फेरफार नं	Remarks शेरा	
Nil			

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year	Name of the	Mode	Season	Name	Irrigated	Unirrigated जिरायत	Land not A cultivation	vailable for नापिक जमीन	Source of irrigation	Remarks शेरा
वर्ष	(Market Market M	पिकाचे नांव _{На}	Ha.Ars.Sq.Mls Ha.Ars.Sq.	Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे आर. चौ. मी.	सिंचनांचा प्रारि	PIC		

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.









FORM I & XIV

100018711639

Date:

Taluka

तालुका

Village

शेताचें नांव

05/03/2024

Name of the Field Pis Dongar

BICHOLIM

Arvalem

नमुना नं 9 व 98

Page 2 of 2

Survey No.

...

सर्वे नंबर

Sub Div. No. 1-C

ib Div. No.

हिस्सा नंबर

Tenure

सत्ता प्रकार

The record is computer generated on 05/03/2024 at 1:01:06PM as per Online Reference Number - 100018711639. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website https://dslr.goa.gov.in



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Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bicholim

Print Date & Time : - 14-Mar-2024 12:58:48 pm

Document Serial Number :- 2024-BCH-359

Presented at 12:53:09 pm on 14-Mar-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bicholim along with fees paid as follows

Sr.No	Description	Rs.Ps
1 '	Stamp Duty	
2	Registration Fee	
3	Processing Fee	
	Total	

Stamp Duty Required

Stamp Duty Paid

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Pradeep Mahambrey Dy. General Manager – Materials OF VMSALGAOCAR CORPORATION PRIVATE LIMITED ,Father Name:Mr. Mukund Mahambrey,Age: 57, Marital Status: ,Gender:Male,Occupation: Service, Address1 - House No. 250/29, Bella Vista Waddo, Near Sirsaim Village Panchayat, Sirsaim, Bardez, Goa – 403 502, Address2 - , PAN No.:			CORPORATION Chicalim. Mormugao

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Veera Prasad Yerraguntla Authorised Signatory OF GREEN MEADOWS CONSTRUCTIONS AND REAL ESTATES PRIVATE LIMITED, Father Name:Mr. Venkatakrishna Subrahmanya Sarma Yerraguntla, Age: 54, Marital Status: ,Gender:Male,Occupation: Service, Flat No. 1/S3, 2nd Floor, Kamat Complex Phase – I, Tonca, Caranzalem, Goa – 403 002, PAN No.:			Chicaling Goa 40371
2	Veera Prasad Yerraguntla Authorised Signatory OF GREEN MEADOWS CONSTRUCTIONS AND REAL ESTATES PRIVATE LIMITED, Father Name:Mr. Venkatakrishna Subrahmanya Sarma Yerraguntla, Age: 54, Marital Status: ,Gender:Male,Occupation: Service, Flat No. 1/S3, 2nd Floor, Kamat Complex Phase – I, Tonca, Caranzalem, Goa – 403 002, PAN No.:			SMOON STAND
3	Pradeep Mahambrey Dy. General Manager – Materials OF VMSALGAOCAR CORPORATION PRIVATE LIMITED, Father Name:Mr. Mukund Mahambrey, Age: 57, Marital Status: ,Gender:Male,Occupation: Service, House No. 250/29, Bella Vista Waddo, Near Sirsaim Village Panchayat, Sirsaim, Bardez, Goa – 403 502, PAN No.:			Corporation of Chicalim. Comporation of Chi

Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	Pradeep Mahambrey Dy. General Manager – Materials OF VMSALGAOCAR CORPORATION PRIVATE LIMITED, Father Name:Mr. Mukund Mahambrey, Age: 57, Marital Status: ,Gender:Male,Occupation: Service, House No. 250/29, Bella Vista Waddo, Near Sirsaim Village Panchayat, Sirsaim, Bardez, Goa – 403 502, PAN No.:			Chicalim, Mormugao Goa 403 711

Witness

I/We individually/Collectively recognize the Developer, Owner,

ST.NO	Party Name and Address	Photo	Thumb	Signature
ONOL	Name: ROQUE FERNANDES,Age: 65,DOB: 1958-03-21 ,Mobile: mail: ,Occupation:Service , Marital status : Married , Address:403602, H. No. 414, H. No. 414, Fatorda, Margao, Salcete, SouthGoa, Goa			Oft
2	Name: PRASAD EKNATH SHETYE, Age: 38, DOB: , Mobile: mail: ,Occupation: Service , Marital status : Unmarried , Address: 403802, H. No. 234, H. No. 234, Near Khapreshwar Temple Belabaim, Vasco Da Gama, Mormugao, South Goa, Goa			Anjie

Sub Registrar

Document Serial Number :- 2024-BCH-359

Book :- 1 Document

Registration Number :- BCH-1-354-2024

Date-: 15-Mar-2024

Sub Registrar (Office of the Civil Registrar cum-Sub Registrar, Bicholim)

DESTRAR OF SICOCULINA