For CITIZENCREDIT

M/S TRIVIKE

CITIZEN CREDIT CO-OP BANK LTD E-329, RUA DE DUREM PANAII, GOA 403 001

MM

STAMP DUTY

D-5/STP(Y)/C.R./35/8/2006-RD(PART-III)

Name of Purchasor Trivikean Prabhugaonkar



AGREEMENT FOR DEVELOPMENT AND SALE

This Agreement for Development and Sale is made on this 23rd day of March 2018 at Marmugao-Goa.

....2/-

BETWEEN

1) MR. JOAO ESTEVES, son of Mr. Andre Esteves, age 64 years, married, business, having PAN Card No. AADPE4461A, and his wife 2)MRS. JOSEPHINE P. ESTEVES, wife of Mr. Joao Esteves, age 56 years, housewife, having PAN Card No. AACPE9558R, both resident of House No.137/A, Bhuttem Bhat, Merces, Tiswadi, Goa, hereinafter called the "VENDORS/OWNERS" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include theirs heirs, administrators, assigns, successors, nominees and representatives) OF THE FIRST PART.

AND

M/s TRIVIKRAM CONSTRUCTIONS represented through its proprietor, MR. TRIVIKRAM GOVIND PARBHUGAONKAR, age 41 years, married, business, having PAN Card bearing no. AGDPP4633M, resident of Plot No: 2, Shiv Vidhanee, opposite Soccoro Panchayat, Porvorim, Bardez – Goa, hereinafter called the "PURCHASER/BUILDER" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include theirs heirs, administrators, assigns, successors, nominees and representatives) OF THE SECOND PART.

ALL the parties to this Agreement are Indian National.

WHEREAS the Vendor No. 2 is represented by her husband through power of Attorney executed by her in his favour dated 9th October 2017 having registered under No. 7297 before Notary Meera Medhekar.

M/S 1.... AM CONSTRUCTION

....3/-

WHEREAS there exists a property i.e. All that Plot No. 'A' admeasuring an area of 917.80 sq. mts., of the immovable property known as "ZONTAULEM" or "ZONTAVLEM" situated at Village Dabolim, within the limits of Village Panchayat Chichalim, Taluka Marmugao, Goa, registered in the Land Registration Office of Salcete under No. 1216 of Book B-4 New, enrolled in the Taluka Revenue Office under Matriz No. 38, surveyed under survey no. 42 sub-division 7B-4-D of Village Dabolim, along with proportionate undivided share identified as plot 'E' comprising an area of 145.38 sq. mts., reserved as a common access.

AND WHEREAS the Vendors are the exclusive owner and ciently entitled to the said property.

AND WHEREAS the owner in this Agreement for Development and Sale is in power and possession of the aforesaid Deed of Sale. No. mortgage of whatsoever nature equitable or otherwise has been created in respect of the property referred to in the said Deed of sale.

AND WHEREAS the owner has obtained all the necessary permission from the competent authority for the construction of residential use of the said property vide No. VP/CHI/11/2014-15/19/27 dated 30/10/2014.

AND WHEREAS due to the difficulties as stated hereinabove the owner has approached the builders to construct the residential building described in schedule-I.

AND WHEREAS the parties have held prolonged deliberations and have agreed to execute the present Agreement for Development and Sale M/S TRIVIKRAM CONSTRUCTION.

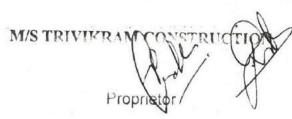
...4/-

upon the Builder agreeing to give 5 flats more particularly described with area described in Schedule II appearing hereunder as per the specifications described in schedule III appearing hereunder.

NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT AND SALE WITNESSES AS UNDER

- 1. That in pursuance of the above agreement and in consideration of the owner agreeing and undertaking to transfer, convey and assign in favour of the builder all that rights, title and interest, and the balance interest in land described in schedule-I hereunder along with the right, power and the benefits to the builder as provided hereunder, the holder agrees and undertakes to fully build a residential building as per the approved plans. The builder shall construct thereon the building as per the approved plan and allot 5 flats of which area is specified in schedule II appearing hereunder at the entire cost and expenses of the Builder.
- 2. That in consideration of what has been stated herein above the parties of the first part has put the party of the second part in possession of the property better described in schedule-I appearing hereinafter for the purpose of development, construction and sale of the said building on signing of this Agreement for Development and Sale.
- 3. That in pursuance of the above Agreement for Development and Sale and in consideration of the builder agreeing to build and construct the building in the land described in schedule-I hereunder after its construction the entire cost and expenses of the builder without any monetary liability to the Owner, the Owner jointly and severally, agree and undertake to sell, convey, transfer and assign all that balance

....5/-



undivided share in the land described under schedule I appearing hereunder together with exclusive rights, title, interest, power and authority to the builder and build and construct the building in the land described in schedule-I in accordance with law and to sell or appropriate for himself, nominees or assigns all such built-up areas so built and construct excluding the 5 flats reserved for the owner.

4. It is expressly specified that undivided share reserved for the owner shall be corresponding to the ratio of 5 flats reserved for the owners, will be directly bearing the total built-up area which are to be built and constructed in the land described in the schedule-I appearing hereunder in accordance with the approved plans and remaining undivided share in the land shall be the balance undivided share in the land which is necessary required to be transferred, conveyed and assigned in favour of the builder, his nominees or assigns not withstanding that such construction as referred to hereinabove under permissible floor area ratio have been factually done, completed or otherwise.

- 5. That the balance undivided share in the land which is to be conveyed in favour of the builder, his nominees or assignees as aforesaid shall be conveyed, transferred and assigned in favour of the builder, his nominees or assignees in such manner, at such time and in such fractions as the builder may desire or indicate from time to time.
- 6. That the construction and completion of the building and the areas reserved for the owner and the delivery of the possession of the same shall be made by the builder to the owner within a period of 24 months from the date of signing of this Agreement for Development and Sale.

....6/-





7. It is agreed that the owner along with aforesaid flats contemplated to be built and constructed for the owner shall also be entitled for the exclusive enjoyment and occupation thereof. Similarly all the remaining areas which are not meant for exclusive enjoyment and possession of the owners shall be exclusively enjoyed and possessed by the Builder and all other persons claiming through or under him with all the remaining built-up area which are to be built and constructed in the land, and the owners shall not in any manner interfere with the exclusive enjoyment and possession of the Builders and the person claiming through or under him of the remaining built-up areas and open land exclusively reserved for enjoyment and possession of the Builder or persons claiming through or under him along with proportionate right in land.

That the construction and the building reserved for the owner shall be in accordance with the plans approved by the concerned authorities and shall be as per the building specifications more particularly mentioned in schedule III appearing herein after and signed by the parties.

9. That the builder upon the execution of this Agreement for Development and Sale shall be entitled to enter into negotiable of sale/assignments of the flats to be built and constructed in the land excluding that which is reserved for the owner with any other person and persons and appropriate for himself, that is for builders the entire proceeds and benefits of such agreement/assignment and the Owner undertake to convey, transfer and assign in favour of such person or persons the right, title and interest and the proportionate undivided share in the land at such time, in such manner and in such fractions as the builder may desire.



....7/-

- 10. The owner shall upon the signing of this Agreement for Development and Sale execute in favour of the builder or his agent an irrevocable Power of Attorney to do inter-alia execute and perform the acts, things or deeds specifically mentioned in the power of attorney executed by the owner or owner shall execute transfer deeds in favour of developer or his nominees as per desire of the developers.
- 11. Notwithstanding execution of the irrevocable power of attorney as a foresaid in favour of the Builder, any finances raised from the banks or other financial institutions by the Builder by mortgaging the property or otherwise, the repayment of such finances, loans etc shall be the exclusive liability of the builder and the owners shall in no way be called upon entire to pay or to contribute for any such payments.
- 12. That notwithstanding the execution of the power of attorney as above, the owner shall whenever required by the Builder sign such application, petitions, papers, plans as may be desire by the builder, as also agree to any modifications, or revisions in the plans of construction if required by the concerned authorities or bodies.
- 13. The owner shall fully co-operate with the builder in getting the renewals of the licenses or the extensions of the period for the construction of the building whenever required by the Builders and they shall also sign the papers, plans, documents or applications as may be necessary to get such renewals or extensions. The Owner shall also consent for any changes or modifications which may be suggested or found necessary in the construction of the buildings and for this purpose shall also give their full consent for the changes in the plans, drawings and specifications.

M/S TRIVIER IN COLUMN PUCTION

....8/-

14. The owner further warranty and declare that the property which is the subject matter of this Agreement for Development and Sale is in their physical enjoyment and possession up to this day continuously and no person is having any claim towards the same or any part thereof under any tenancy, lease or otherwise and they shall continue with such possession without creating any third party right or interest till the same is deliver to the Builder.

15. That the owner shall deliver to the Builder the possession of the land described in Schedule hereunder as the Builder may desire.

That the time stipulated under these presents for the construction and completion of the building shall be extended to further period in case the work is delayed on account of certain unforeseen circumstances such as acts of god, war or hostility in the locality, riots, strikes or civil commotion, scarcity of materials, prevention by the government or any other authority or body then the time shall be further extended by equal period during which such activity or condition persisted.

- 17. That upon the construction an completion of the building the owner will be given a notice of 15days to take the delivery of the flats mentioned hereinabove and if within the said period the possession is not taken by the owner than it shall always be deemed that the builder has duly delivered the possession to the owner on the day of expiry of such notice.
- 18. The owner shall fully co-operate with the Builder in getting the occupancy certificate whenever required by the builder and sign such applications, documents as may be necessary or required by the builder from time to time.

...9/-

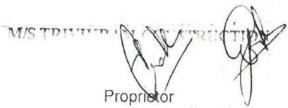
M/S TRIVIKRAM CONSTRUCTION

Proprietor

19. That the owner warranties the builder that the property described in schedule-I hereunder or any part thereof is not affected by the notice or rule of reacquisition or acquisition and that the property is free from encumbrances and defects of title and they have full authority and complete title over and upon the same and every part thereof and if there be any defect in the title of the owner or if the builder is obstructed or hindered by any third party on account of any defect in the title of the owner then the owner shall take every step in getting such hindrance or obstruction removed and shall co-operate with the builder in every manner for continuing and completing the construction work of the building unhindered and unobstructed.



- 20. The owner further warranties and assure the builder that the property which is the subject matter of this Agreement for Development and Sale is not affected by any agreement entered into by the owners with any third party in any manner whatsoever and that the builder in no way will be prevented by any third party claim from carrying on or continuing the work in any manner whatsoever.
- 21. That if any third party raises any dispute regarding the boundaries of the land referred to in the schedule and as shown in the survey plan the owner shall settle such disputes without any obligations to the builder and shall remove all objections, obstructions or hindrances which may be caused by such parties without any risk to the builder and if the work of the builder is obstructed or hindered on account of such disputes, obstructions, hindrances then the owner shall fully indemnify and keep indemnified the builder for the same and every part thereof and if the work of the builder is affected or suspended on account of such disputes, the period so consumed shall be excluded from the time limit specified.



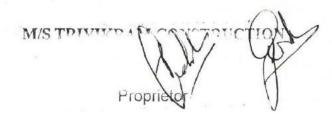
....10/-

22. It is expressly understood that the builder shall strictly adhere to the time period as has been specified hereinabove and in the event of willful default on the part of the builder in handing over the possession of the built-up areas within a said time period the builder shall be liable to pay to the owner an amount equivalent to 10% simple interest on the market price of the premises to be handed over to the owner.

23. That in case the builder decides to form a housing co-operative society then the entire land described in the schedule should be conveyed transferred and assigned by the owners in favour of such housing co-operative society in Toto without reserving for themselves ay undivided share, right, title and interest in the land.

24. That notwithstanding the formation of a housing co-operative society the builder shall always have the right to build and construct the additional built-up areas in the land which may be permissible according to the maximum F.A.R available to the land and all such new owners of the premises shall be admitted as members of such housing co-operative housing society notwithstanding the further of the land by the owners in favour of such co-operative housing society and conveyance deed in favour of such co-operative housing society shall contain a specific clause acknowledging the right of the builder to build and construct additional built-up areas in the land as also to sell or dispose of the said built-up areas to the prospective purchasers and appropriate the entire proceeds thereof in favour of the builder as also to admit such purchasers of the new built-up areas from the builder as members of the housing co-operative society as the case may be upon the same terms and conditions as applicable to the original members of the co-operative housing society.

... 11/-



- 25. The owners hereby assure the builder that they shall obtain necessary NOC from PDA/TCPD for the purpose of registration of conveyance deed as and when required by the builder.
- 26. That the owner undertake and assure the builder that whenever the builder requires any financial assistance from any institution than the owners shall give their no objection to mortgage their interest under the contract along with the proportionate right over the land to such financial institution as a security towards the mortgage or any other loan constructed by them without any demur, and if required they shall join as a party to such mortgage deed.
- 27. The builder shall be entitled to make such modification, revisions, additions, alterations in the plans etc as he may desire without any reference to the owner subject to the conditions that the premises reserved for the owners is not thereby effected and it shall always be deemed that the owners have given their due consent for the same at all times.
- 28.It is further expressly understood by and between the parties to this Agreement for Development and Sale that in the unlikely event, any dispute arises in respect of interpretation of this Agreement for Development and Sale or any other matter touching the subject matter of this MOU Agreement for Development and Sale the same be resolved by arbitration in accordance with the Indian arbitration act 1996 as applicable.
- 29. That for the purpose of stamp duty and registration charges the SAID PROPERTY is valued as follows:

....12/-

M/S TRIVIKRAN CONSTRUCTION

The said plot of land is valued at Rs.13,76,700/- (917.80@1500/-) (Rupees Thirteen Lakhs Seventy Six Thousand Seven Hundred Only). The owners premises which is equivalent to built up area of 505.6 sq. mts. is valued @ 15,000/- per sq. mts. = Rs.75,84,000/-

Hence the present agreement is valued at Rs.89,60,700/- and stamp papers of Rs.2,59,900/- is used for printing the present agreement.

SCHEDULE-I

ALL THAT Plot No. 'A' admeasuring an area of 917.80 sq. mts., of the immovable property known as "ZONTAULEM" or "ZONTAVLEM" situated at Village Dabolim, within the limits of Village Panchayat Chichalim, Taluka Marmugao, Goa, registered in the Land Registration Office of Salcete under No. 1216 of Book B-4 New, enrolled in the Taluka Revenue Office under Matriz No. 38, surveyed under survey no. 42 sub-division 7B-4-D of Village Dabolim, along with proportionate undivided share identified as plot 'E' comprising an area of 145.38 sq. mts., reserved as a common access.

East : B

: By 6 meters wide road

West

: By plot 'B'

North

: By plot 'E'

South

: By part of the land of property bearing survey no. 42/7B

sold to Raimundo Godinho

M/S TRIVIKRAM CONSTRUC

....13/-

SCHEDULE-II

(Annexure 'A')



Flat No.	Area	Parking No.
001	97.80	P1
101	108.80	P2
102	106.50	P3
202	106.50	P9
203 Part	86.13	P12

The flat no. 203 is admeasuring 103.53 sq. mts., and out of which sellers are entitle for 86.13 sq. mts., and at the sale of the entire flat amount towards 86.13 will be of vendors and amount of area of 17.40 sq. mts., shall be of the developer.

SCHEDULE-III (Specifications)

The Structure: It is a RCC framed as per designs approved by the Panchayat.

Plaster: Plaster will double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

Doors and windows: All the doors and windows shall be of 2.5" x 4" teak/Sal wood. All doors will be flush doors and the main doors with paneled teak/Sal wood. All windows except in the toilet will be sliding aluminium/brass/MS hardware. Bedroom doors to be furnished in oil paint/French or wax polish.

Kitchen: The Kitchen will have a cooking platform with granite stone top stainless steel with colored glazed tiles lining up to 60 cms height above kitchen platform.

M/S TRIVILLE OF CONTROL

... 14/-

External Décor: External walls will be painted within cement paint.

Internal Décor: Walls will be painted with oil bound distemper ceiling with white walls and doors will be oil painted.

Water tanks: An underground sump with an pump and an tank will be provided.

Plumbing and Sanitary: Soil, waste and water pipes will be partially concealed and a good quality. In both the bathrooms there will be one commode Indian or European W.C., one washbasin of 22"x16 will be provided in the passage outside the bathroom. The sanitary installation will be in accordance with Municipal specifications.

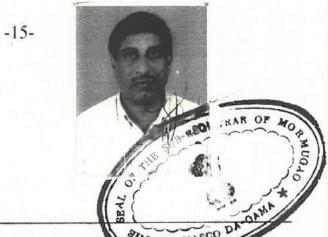
Electrical Installations: The installations will be concealed wiring. The bedroom will have two light points, one fan point and one plug point, kitchen will have one light point, on 15 amps points, one 5 amps point, one 5 amps points, lavatory and bathroom will have one light point each, one bell point, one fan point and three plug points, one fan point and three plug points and at the entrance one light point will be provided.

Flooring: The flooring throughout the flat will be of vitrified titles. The flooring and dado in the bathroom will be glazed ceramic. The kitchen dado titles will be white based ceramic titles. The dado in the bathroom will be up to the full height.

IN WITNESS WHEREOF this Agreement For Development And Sale is signed by Vendors/sellers and purchaser/builder in presence of two witnesses.

M/S TRIVIKRAN CONSTRUCTION

... 15/-



Power of Attorney holder for Seller no. 2) "SELLER NO. 1"

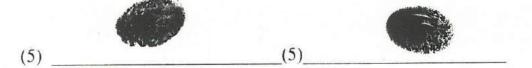
R. H. F Prints



(2)	William Service
(2)	







....16/-

L. H. F. Prints

(1)

(2)

(3)

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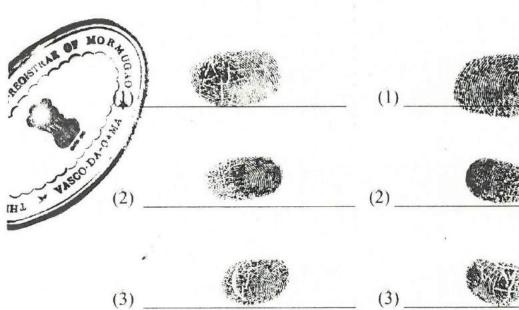


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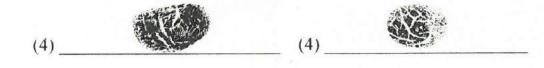
PARBHUGAONKAR) "PURCHASER/BUILDER"

L. H. F. Prints

R. H. F Prints









....17/-

M/S TRIVIKRAM CONSTRUCTION

WITNESSES:

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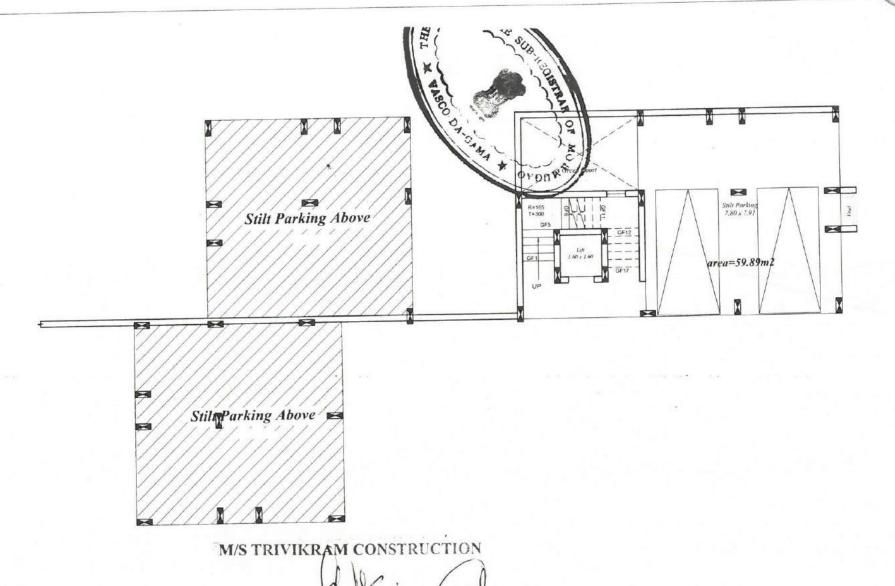
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9.

M/S TRIVIKRAM CONSTRUCTION

Proprietor



Notes

Lower Ground Floor Plan

SCALE :- 1: 100

* All the dimensions are in metres unless stated otherwise

 In case of any discripancy in dimensioning same is to be brought to the notice of Architect before execution.

* The drawing should not be measured. Follow written dimensions only.

 The drawing is the sole property of the Architects & should not be us elsewhere without getting prior permission.

All heights are from unfinished floor lvl.

* All internal walls are 115mm & external walls are 230mm.

TITLE PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING ON PLOT BEARING SURVEY NO. 42 / 7-B - 4 -D SITUATED AT DABOLIM, MORMUGAO-GOA FOR Mr. JDAO ESTEVES.

PROJ. NO. DRG. NO.

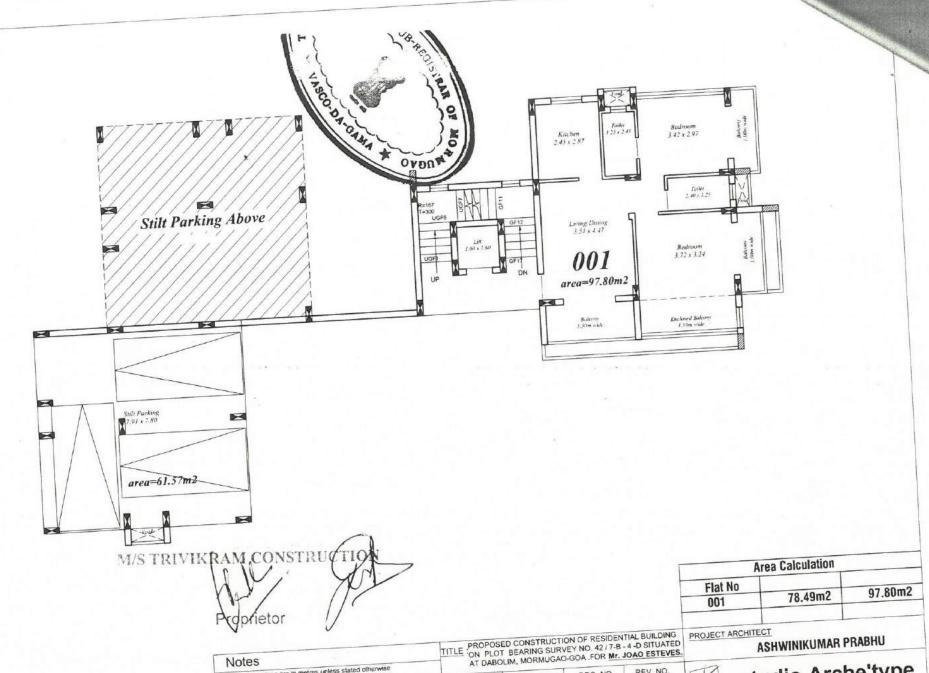
303 - BK P - 01 SA-AR-303/14 DRAWN BY CKD. BY DATE 06 June 2015 Deepraj

PROJECT ARCHITECT

ASHWINIKUMAR PRABHU



studio Arche'type
architecture + interiors
c-5, 3rd Floor, Trionora Apts., Near Muncipal Market, Panaji - Goa-INDIA. Ph. 0091-832-6511330 e-mail: studio_archetypes@ yahoo.co.uk



Ground Floor Plan SCALE:- 1: 100

 All the dimensions are in metres unless stated otherwise * In case of any discripancy in dimensioning same is to be brought to the notice of Architect before execution.

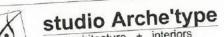
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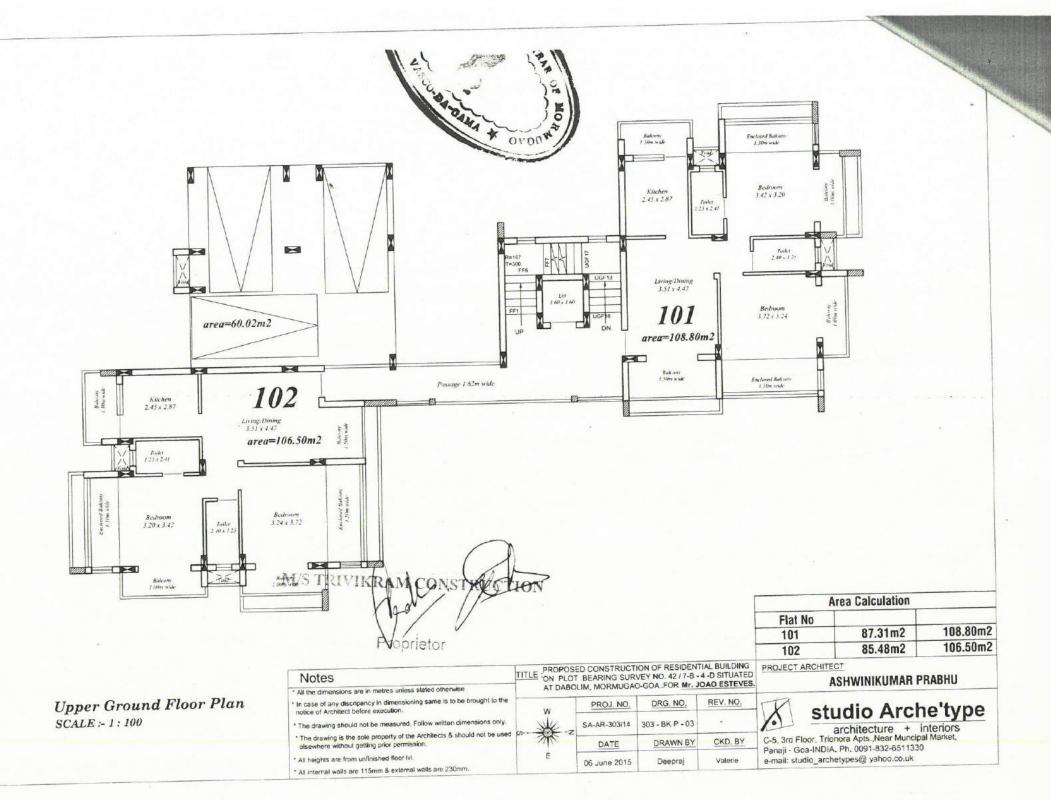
All heights are from unfinished floor lvl.

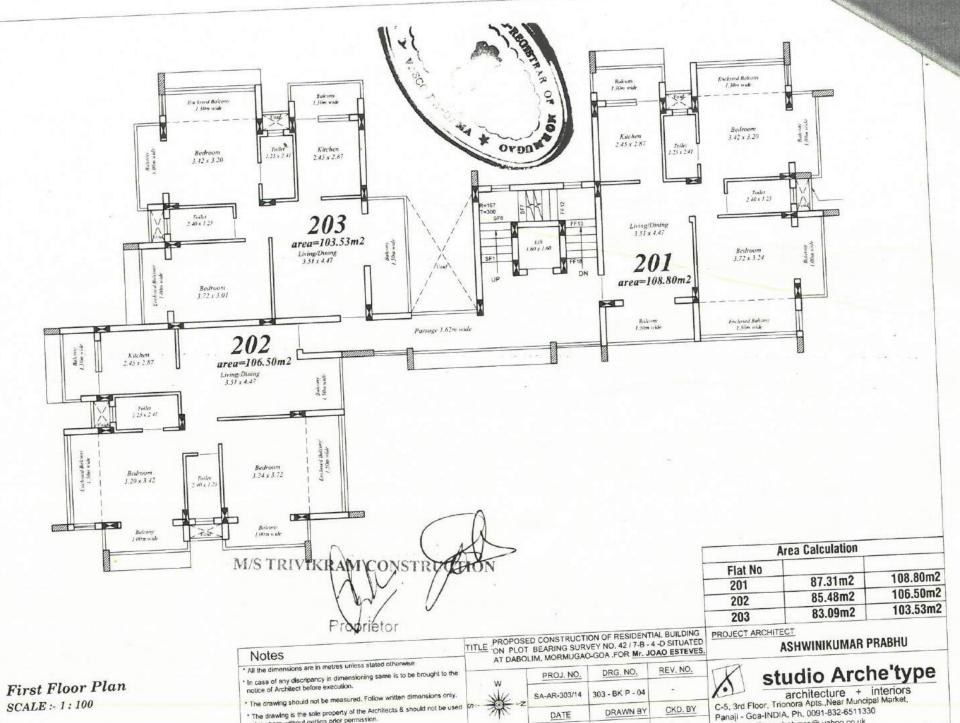
All internal walls are 115mm & external walls are 230mm.

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E 06 June 2015 Deepraj Valerie	



architecture + interiors
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e-mail: studio_archetypes@ yahoo.co.uk





e-mail: studio_archetypes@ yahoo.co.uk

Valerie

Deepraj

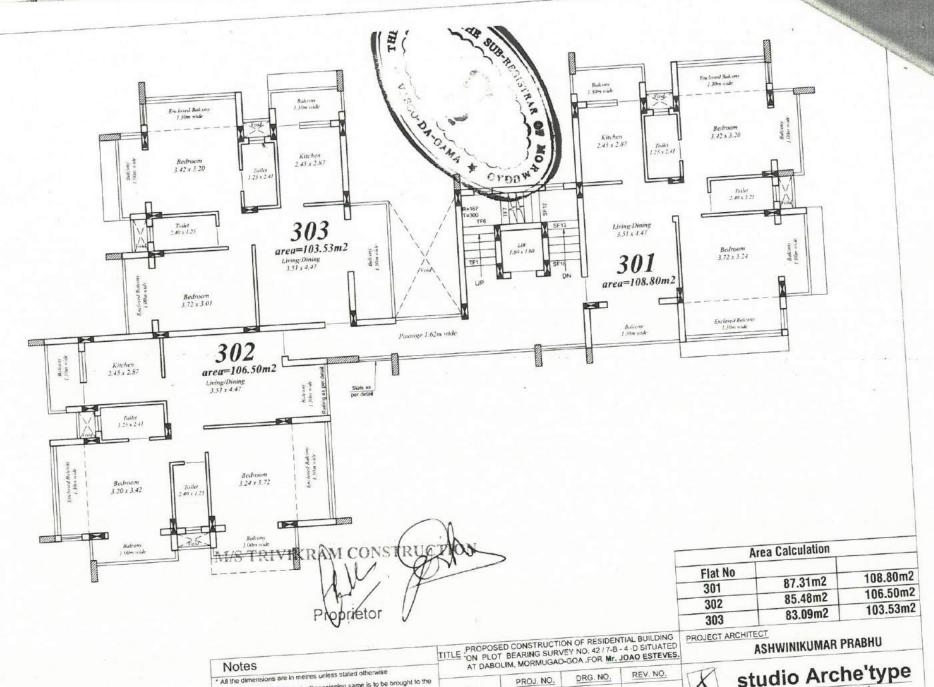
06 June 2015

elsewhere without getting prior permission,

* All internal walls are 115mm & external walls are 230mm.

* All heights are from unfinished floor M.

SCALE :- 1: 100



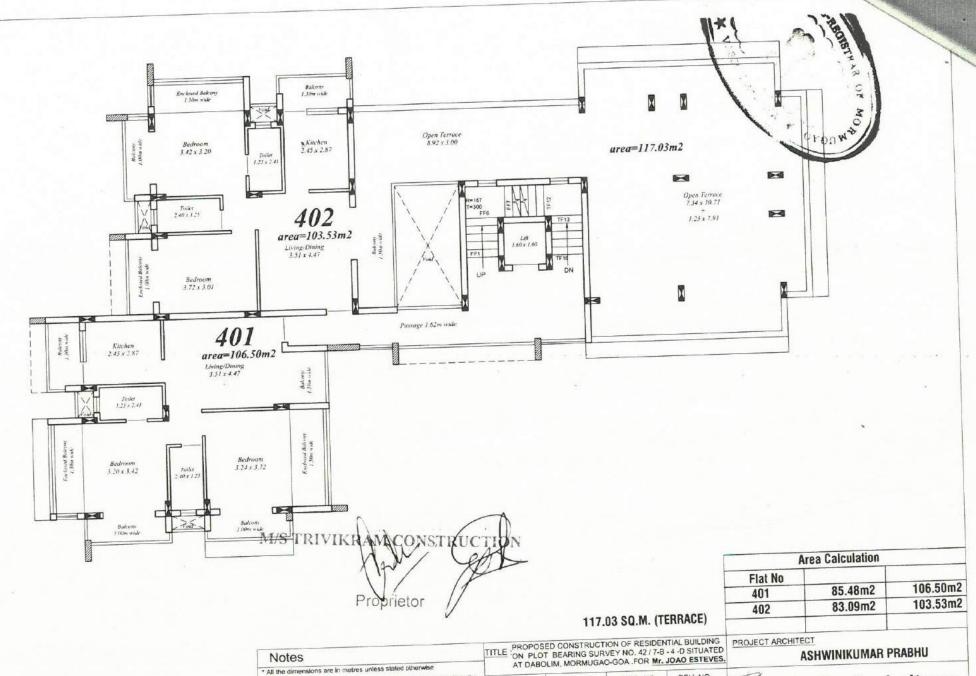
Second Floor Plan SCALE :- 1: 100

- In case of any discripancy in dimensioning same is to be brought to the notice of Architect before execution.
- * The drawing should not be measured. Follow written dimensions only.
- The drawing is the sole property of the Architects & should not be used on elsewhere without getting prior permission.
- All heights are from unfinished floor Ivl.

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z	DATE	DRAWN BY	CKD. BY
	06 June 2015	Deepraj	Valerie



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architecture + interiors
C-5, 3rd Floor, Trionora Apts., Near Muncipal Market, Panaji - Goa-INDIA. Ph. 0091-832-6511330 e-mail: studio_archetypes@ yahoo.co.uk



Third Floor Plan SCALE :- 1: 100

* In case of any discripancy in dimensioning same is to be brought to the notice of Architect before execution.

* The drawing should not be measured. Follow written dimensions only.

* The drawing is the sole property of the Architects & should not be used elsewhere without getting prior permission.

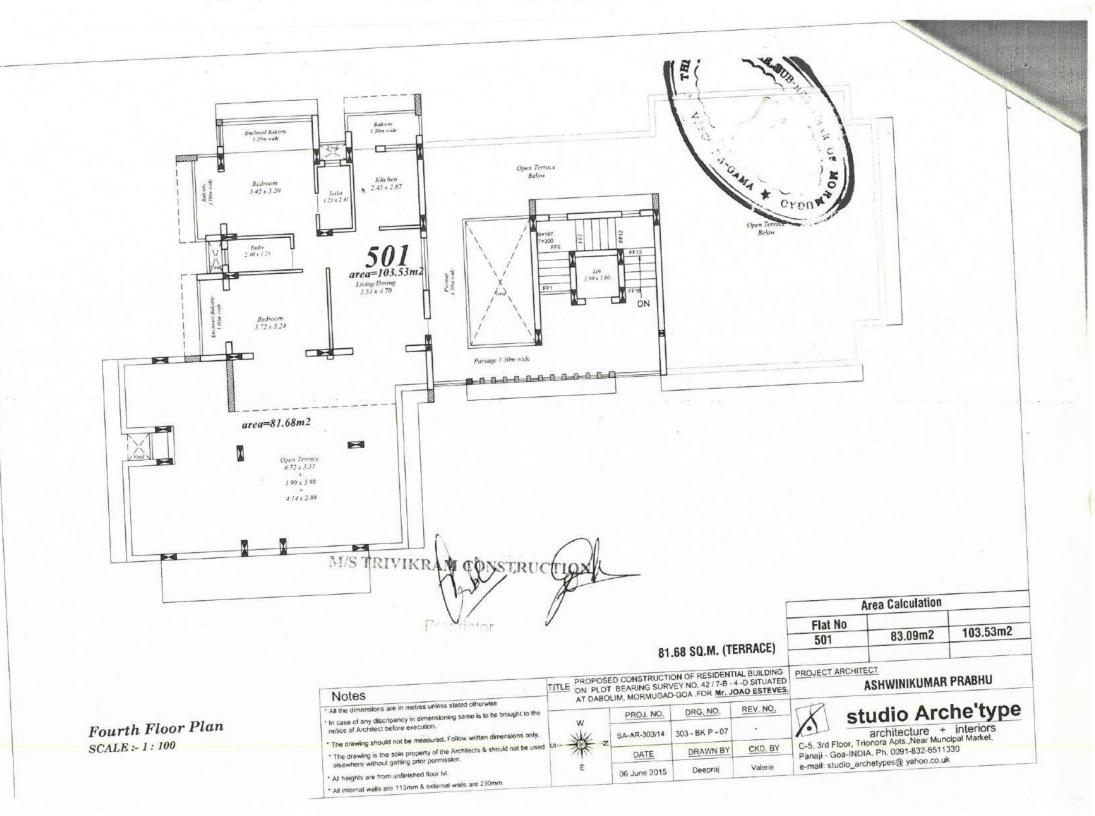
All heights are from unfinished floor Ivl.

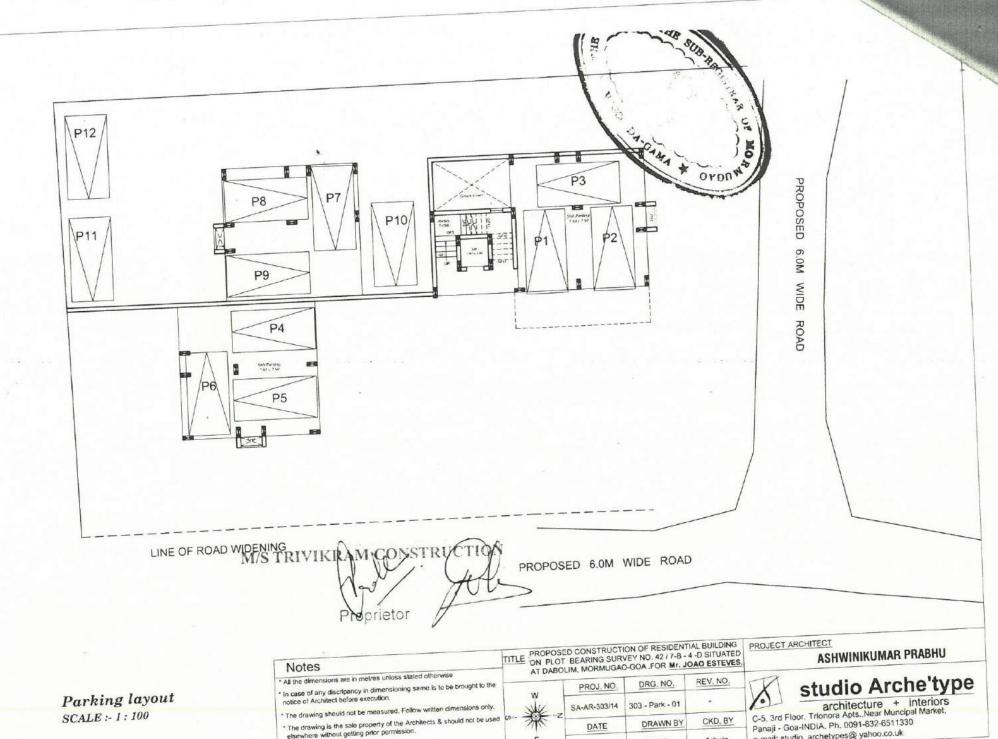
All internal walls are 115mm & external walls are 230mm.

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E	06 June 2015	Deepraj	Valerie	1

studio Arche'type

architecture + interiors C-5, 3rd Floor, Trionora Apts., Near Muncipal Market, Panaji - Goa-INDIA. Ph. 0091-832-6511330 e-mail: studio_archetypes@ yahoo.co.uk





elsewhere without getting prior permission.

All heights are from unfinished floor Ivl.

..... 115mm & external wails are 230mm.

CHAIT IN COLUMN			
PROJ. NO.	DRG. NO.	REV. NO.	1
SA-AR-303/14	303 - Park - 01		
DATE	DRAWN BY	CKD. BY	
15 June 2015	Valerie	Ashwin	
	PROJ. NO. SA-AR-303/14 DATE	PROJ. NO. DRG. NO. SA-AR-303/14 303 - Park - 01 DATE DRAWN BY	PROJ. NO. DRG. NO. REV. NO. SA-AR-303/14 303 - Park - 01 * DATE DRAWN BY CKD. BY

e-mail: studio_archetypes@ yahoo.co.uk



Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time: 23-03-2018 01:38:46 PM

Document Serial Number: 576

Presented at 10:30:00 AM on 23-03-2018 in the office of the Sub-Registrar (Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	268830.00
2	Processing Fees	500.00
	Total:	269330.00

Stamp Duty Required: 259861.00

Stamp Duty Paid: 259900.00

Mr. Trivikram Govind Prabhugaonkar presenter

Name	Photo	Thumb Impression	Signature
Mr. Trivikram Govind Prabhugaonkar, S/o Govind Prabhugaonkar, Married, Indian, age 41 Years, Business, r/oPlot No. 2, Shiv Vidhanee, Opposite Soccoro Panchayat, Porvorim, Bardez Goa. As a Propussion M/s Trivikram Construction of Aving its office at Mapusa Goa.			An'

Endorsements

Executant-

o Esteves, S/o Andre Esteves, Married, Indian, age 64 Years, Business, r/oHouse No. 137/A, Bhuttem Bhat, Merces Tiswadi, Goa. For self and as POA for vendor No.2 vide POA dated 09.10.2017 reg under No.7297 before Notary Meera Medhekar

Photo	Thumb Impression	Signature
		()

2 . Mr. Trivikram Govind Prabhugaonkar, S/o Govind Prabhugaonkar, Married, Indian, age 41 Years, Business, r/oPlot No. 2, Shiv Vidhanee, Opposite Soccoro Panchayat, Porvorim, Bardez Goa. As a

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23/Mar/2018

operetor of M/s Trivikram Constructions having its office at Mapusa Goa.

Photo	Thumb Impression	Signature
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Identification

Sr	Witness Details	Signature
No.	Dimple Parab , D/o Ramchandra Parab, UnMarried, Indian, age 32	aband
1	Years, Service, r/o Bicholim, Goa.	

MORMUGAO



Book-1 Document
Registration Number MOR-BK1-00555-2018
CD Number MORD30 on
Date 23-03-2018

Sur Registrar (Mormugao)

SUB - REGISTRAD

MORMUGAO

Scanned By:-

Lanta Cabrel

Signature:-

Designed and Developed by C DAC, ACTS, Pi

