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Name of Purchaser SHRI RAJESH TARKAR

2019-BRZ-3051 20-109-2019



JOINT VENTURE DEVELOPMENT AGREEMENT

This Joint Venture Development Agreement is made and executed at Mapusa, Goa on this **20** day of the month of September of the Christian year Two Thousand and Nineteen i.e. (.20/09/2019).

BETWEEN

1. MR. JAIDEEP SHRIKANT NAIK, Son of Late Shrikant Naik, age 50 years, married, Service, Holder of PAN Card No. AAXPN6888J, Aadhar Card No.552153449728 and his wife;

2. MRS. SWATI JAIDEEP NAIK, wife of Mr. Jaideep Shrikant Naik, aged 48 years, married, housewife, Holder of PAN Card No.AJNPN8285G, Aadhar Card No.381156656188, both Indian Nationals and residents of H.No.210, Shrikant Niwas, Ward No.2, Opp. Govt. Agriculture Farm, Duler, Mapusa Bardez Goa 403507 Goa, Hereinafter referred to as the "VENDORS/OWNERS" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, successors, legal representatives and assigns) of the FIRST PART.

AND

RAJDEEP BUILDERS, sole Proprietorship concern having its office at 202, 2nd Floor, Mathias Plaza, above Canara Bank, 18th June Road, Panaji, Goa, represented by its sole Proprietor SHRI. RAJESH TARKAR, 45 years of age, son of Shri. Ulo Tarkar, business, married, Indian National, holder of Pan Card bearing No.AFOPT9698A, holder of Aadhaar Card bearing No.828424048761, Resident of Penthouse No.201, Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Paula, Tiswadi, Goa., Hereinafter referred to as the "BUILDER/DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its heirs, successors, legal representatives and assigns) of the SECOND PART.

AND

1. SMT. DEEPA RAJESH TARKAR, 43 years of age, wife of Mr. Rajesh Tarkar, holding Pan Card No. AFNPT7429J, Aadhar Card No. 617368344227, housewife, Indian national, resident Penthouse No. 201,

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Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Paula, Goa., hereinafter referred to as "THE CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, successors, legal representatives and assigns) OF THE THIRD PARTY.

AND WHEREAS Confirming Party Smt. Deepa Rajesh Tarkar is represented herein by her duly constituted Attorney, her husband SHRI. RAJESH TARKAR by virtue of Power of Attorney dated 15/04/2014 duly executed and registered before the Notary Public Shri. Babuso R. Sawant of Panaji-Goa under Registered No. 63/2014 on 15/04/2014.

WHEREAS, there exists a property known as "GALLOUN" admeasuring 1806 sq. mts. situated at Duler Mapusa Goa within the limits of Mapusa Municipal Council, Taluka and Sub District of Bardez, District of North Goa, in the State of Goa, described in the Land Registration office of Bardez under No.4900 of Book B-13 at Folios 194 reverse of Book B-13, Matriz No.1414 and is surveyed under Chalta No.13 and 14 of P.T. Sheet No.111 of City Survey Mapusa, more particularly described in Schedule-I hereunder written and hereinafter be referred to as the "SAID PROPERTY".

AND WHEREAS the Said Property is originally found recorded in the favour of Sazubai Cuncoliencarina, unmarried, resident of Mapusa as per the Inscription No 25368 of Book G-31 at folios 160 on 25/03/1941.

AND WHEREAS on 26.03.1945 at Duler in Mapusa at Residence of Sazubai Cuncoliecarina made a Will before Guilherme Diogo Conceicao das Dores Lobo, Licentiate in law and notary of Bardez Judicial Division having office at Mapusa situated at St. Francisco road and before the suitable witnesses. Sazubai Cuncoliencarina had one daughter called Mogabai Naique, who had one son called Shricanta Sacarama Naique, minor 10 years, unmarried, student. Through this instrument she transferred life interest in favour of her daughter Mogabai Naique and gave and bequeathed properties rights and actionable claims to her grandson Shricanta Naique. Sazubai Cuncoliencarina had adopted one boy namely Mableshwar Naique and imposed duty of his maintenance till his marriage on her daughter Mogabai.

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AND WHEREAS Mr. Shricanta Naique died on 19th November 1988 leaving behind the following persons as his heirs, (1) Smt. Indumati Shrikant Naik, (widow), (2) Master Jaideep Naik (son), and (3) Master Gauresh Naik (son) (minor), through Shri. Mahabaleshwar Naik who acted as guardian to Master Gauresh Naik as he was minor. Allotment of shares in property was made as per the Inventory Proceedings No. 72/1989 before the court of the Civil Judge Senior Division at Mapusa Goa.

AND WHEREAS as per the said allotment the said property was divided into two parts. One part was allotted to Master Jaideep Naik and the other part was allotted to Gauresh Naik and the said allotment was made final as per the Order dated 25/06/1990 passed by the Civil Judge Senior Division, Mapusa Goa.

AND WHEREAS both the brothers Mr. Gauresh S. Naik and Mr. Jaideep S. Naik applied for partition of their respective plots before the office of the Deputy Collector and SDO, Mapusa Goa which partition matter was registered under No. 15/40/98/Part/Land.

AND WHEREAS vide Preliminary Order dated 23.04.1998, the said Deputy Collector and SDO, Mapusa directed the Inspector of survey and Land Records (ISLR), Mapusa to carry out partition of the said land holding.

AND WHEREAS vide Order dated 15.10.1998 the said Deputy Collector and SDO Mapusa confirmed the partition of the said larger property and allotted a fresh survey numbers in a manner such that Mr. Jaideep Naik got partitioned his share admeasuring 903 sq. mts. at Chalta No. 13, P.T. Sheet No. 111 and Gauresh Naik got partitioned his share admeasuring 713 sq. mts at Chalta No. 13-A, P.T. Sheet No. 111 and his share admeasuring 190 sq. mts at Chalta No. 14, P.T. Sheet No. 111.

AND WHEREAS the said partition was confirmed and accordingly changes were recorded in the records of rights by the ISLR Mapusa Bardez Goa accordingly name of Vendor No.1 is featuring in the Holders of Right column of Form D (property card) of the property under Chalta No.13 of P.T. Sheet No.111 of City of Mapusa with respect to his share admeasuring 903 sq. mts. which share is fully more particularly described in the SCHEDULE -II

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hereto and hereinafter be referred to as the "SAID PLOT" and marked in red color in the plan annexed herewith.

AND WHEREAS Vendor No.2 being wife of Vendor No.1 under the regime of Communion of Assets acquired a legal, valid and marketable title to the SAID PLOT as its absolute owners in possession.

AND WHEREAS mother of Jaideep Naik, Smt. Indumati Shrikant Naik expired on 30.01.2017.

AND WHEREAS, the BUILDER/DEVELOPER has approached the VENDORS/OWNERS, with a proposed scheme of Joint Venture Development and construction of the residential building with Flats and Shops on the SAID PLOT.

AND WHEREAS, the BUILDER/DEVELOPER has agreed to obtain all the necessary approvals, construction license, consents and permissions, NOCs from Mapusa Municipality, Town and Country Planning Department, Planning and Development Authority, PWD, Electricity and Health Department etc., on his own name or on behalf of his Proprietorship Firm's name i.e. RAJDEEP BUILDERS, for the purpose of construction in the SAID PLOT, at his own cost and expenses.

AND WHEREAS, the VENDORS/OWNERS has further represented and covenanted unto the BUILDER/DEVELOPER as follows, viz.

- a) That the VENDORS/OWNERS are in exclusive and peaceful possession of the SAID PLOT.
- b) That no person(s) other than the VENDORS/OWNERS have any right, title and/or interest in the SAID PLOT.
- c) That the VENDORS/OWNERS have an absolute right to dispose and/or sell or enter into Joint Venture Development Agreement in respect of the SAID PLOT, and/or deal with it in any manner whatsoever.
- d) That the VENDORS/OWNERS have a clear and marketable title to the SAID PLOT.
- e) That there are no Mundcars and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy



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and/or any other right whatsoever in, to and/or over the SAID PLOT, and/or any part thereof.

- f) That there is no legal bar or impediment to enter into Joint Venture Development Agreement in respect of the SAID PLOT, and that the SAID PLOT is free from encumbrances, liens and/or charges.
- g) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the SAID PLOT nor any part thereof.
- h) That neither the SAID PLOT nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- i) That neither the SAID PLOT nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.

j) That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the SAID PLOT or any part thereof.

- k) That the VENDORS/OWNERS have not entered into any agreement, understanding and/or arrangement for sale, development and/or disposal or otherwise howsoever with any other party in respect of the SAID PLOT and/or any part thereof.
- There is proper road access to the said plot required as per law for carrying out joint venture development on the said plot.

AND WHEREAS, the BUILDER/DEVELOPER has relying on the representations and covenants hereinabove stated, and pursuant to negotiations and discussions by and between the parties hereto, it has been agreed that the VENDORS/OWNERS shall grant in favour of the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall acquire from the VENDORS/OWNERS the rights of development in the SAID PLOT by constructing proposed residential building, to be constructed on the SAID PLOT as per the approved plan by the North Goa Planning and Development Authority Panaji Goa which is attached herewith and as per the

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construction license issued by the Mapusa Municipal Council, Mapusa Goa, the VENDORS/OWNERS shall be handed over fully furnished Flats/Units as per allotment chart as mentioned below in the proposed construction of residential building, which shall be completed in all respect as per the specifications hereto annexed in Schedule -III, for the consideration in kind as towards the full and final settlement of the price of the SAID PLOT and remaining Flats/Units as per allotment chart as mentioned below, in the proposed construction of residential building shall be retained by the BUILDER/DEVELOPER for free sale.

AND WHEREAS, the BUILDER/DEVELOPER applied for Development Permission with North Goa Planning and Development Authority, Panaji Goa for construction of Residential Building and compound wall with respect to the Said Plot.

AND WHEREAS North Goa Planning and Development Authority, Panaji Goa vide Order dated 25.01.2019 at Ref. No.NGPDA/M/1716/1681/19 issued the Development Permission for construction of Residential Building and compound wall with respect to the Said Plot.

AND WHEREAS the BUILDER/DEVELOPER further got the NOC from Directorate of Health Services, Urban Health Centre, Mapusa Goa vide Ref. No. UHCM/NOC-Const/2018-19/1594 dated 06.02.2019.

AND WHEREAS the BUILDER/DEVELOPER finally got the Construction License from Mapusa Municipal Council, Mapusa Goa dated 12.03.2019 bearing License No.29.

AND WHEREAS the VENDORS/OWNERS is issued Sanad by Additional Collector-III, North Goa dated 28.05.2019 at No.4/374/CNV/AC-III/2018/768 with respect to the Said Plot.

AND WHEREAS North Goa Planning and Development Authority, Panaji Goa vide Order dated 10.06.2019 at Ref. No.NGPDA/M/1716/300/2019 issued revised Development Permission for construction of Residential Building and compound wall with respect to the Said Plot.

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AND WHEREAS the BUILDER/DEVELOPER finally got the Revised Construction License from Mapusa Municipal Council, Mapusa Goa dated 17.07.2019 bearing License No.06.

AND WHEREAS in pursuant to the said Development Permission and construction license it has been agreed that the VENDORS/OWNERS shall grant in favour of the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall acquire from the VENDORS/OWNERS the rights of development in the SAID PLOT by constructing proposed residential building comprising of Block A, Block B and Block C to be constructed on the SAID PLOT as per the approved plan approved by North Goa Planning and Development Authority, Panaji Goa.

AND WHEREAS, the BUILDER/DEVELOPER shall be entitled to sell/transfer flats allotted to them in the proposed construction of residential building in the SAID PLOT, to any third party or to any prospective purchaser/s, without intervention of the VENDORS/OWNERS, in its own name as owners at such price as the BUILDER/DEVELOPER may thing fit and proper for such consideration, and the VENDORS/OWNERS hereby expressly give their no objection to the BUILDER/DEVELOPER to enter into such Agreements of Sale/Assignments with the third party or with the prospective purchaser/s in respect to the sale of the proposed flats/units allotted to them in the proposed construction of residential building in the SAID PLOT and may raise loans from any Bank or any institution or mortgage only restricted to their share and to accept and retain monies for themselves towards the sale therein without any interference by the VENDORS/OWNERS and without the said VENDORS/OWNERS being made party to the said Agreements of Sale/Assignments.

AND WHEREAS, the VENDORS/OWNERS have agreed for the same and the BUILDER/DEVELOPER has agreed to develop and construct in the SAID PLOT, the residential building as per the approved plans alongwith the VENDORS/OWNERS, under a Joint Venture Development Scheme on the terms and conditions stipulated hereunder:-

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NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS:-

By this agreement the VENDORS/OWNERS, who are the absolute owners of the SAID PLOT have agreed to hand over the possession of the the BUILDER/DEVELOPER, BUILDER/DEVELOPER agree to develop the SAID PLOT more particularly described in the Schedule - II, by constructing the residential building, as per the approved plan approved by the North Goa Planning and Development Authority, Panaji Goa and as per the construction license issued by Mapusa Municipal Council, VENDORS/OWNERS shall be handed over flats/units as per below mentioned allotment chart in the proposed upcoming residential building, which shall be completed in all respect as per the specifications hereto annexed in Schedule -III, for the consideration in kind as towards the full and final settlement of the price of the SAID PLOT and remaining flats/units as per below mentioned allotment chart to be constructed the Said Plot shall be retained BUILDER/DEVELOPER for free sale and therefore the VENDORS/OWNERS have handed over the possession of the SAID PLOT, to the BUILDER/DEVELOPER for the needful in the matter as stated hereinabove.

2. That as per the approved plan the BUILDER/DEVELOPER and the VENDORS/OWNERS shall share the fully furnished flats/units as per the allotment chart in the following manner:

BUILDING	FLOOR	USE	1	AREA IN	SQ.MTS.			BUILDER
			Super built up inclusive of Terrace area	Built up	Carpet	Area of Terrace		/DEVELOPER
BLOCK A	Ground Floor	SHOP-1	27.00	18.00	15.00	-	VENDORS /OWNERS	NIL
	Ground Floor	SHOP-2	27.00	18.00	15.00	-	VENDORS/ OWNERS	NIL



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	Upper Ground Floor	Studio with Study Room No.A-001	69.00	52.00	40.00	-	VENDORS/ OWNERS	NIL
	First Floor	Studio with Study Room No.A-101	69.00	52.00	40.00	45	VENDORS/ OWNERS	NIL
	Second Floor	Studio with Study Room No.A-201	69.00	52.00	40.00	34	VENDORS/ OWNERS	NIL
	Third Floor	Studio with Study Room No.A-301	69.00	52.00	40.00	-	NIL	BUILDER/ DEVELOPER
BLOCK B	Upper Ground Floor	1BHK Flat with Study Room No.B-001	91.00	69.00	58.00	10.07	NIL	BUILDER/ DEVELOPER
	Upper Ground Floor	1BHK Flat with Study Room No.B-002	73.00	61.00	50.00	-	NIL	BUILDER/ DEVELOPER
	First Floor	1BHK Flat with Study Room NO.B.101	95.00	75.00	64.00	8.28	NIL	BUILDER/ DEVELOPER
	First Floor	1BHK Flat with Study Room NO.B.102	95.00	75.00	64.00	8.28	NIL	BUILDER/ DEVELOPER

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	Second Floor	1BHK Flat with Study Room No.201	96.00	75.00	64.00	10.07	NIL	BUILDER/ DEVELOPER
	Second Floor	1BHK Flat with Study Room No.202	86.00	75.00	64.00	and "	NIL	BUILDER/ DEVELOPER
	Third Floor	1BHK Flat with Study Room No.301	95.00	75.00	64.00	8.28	NIL	BUILDER/ DEVELOPER
	Third Floor	1BHK Flat with Study Room No.302	95.00	75.00	64.00	8.28	NIL	BUILDER/ DEVELOPER
BLOCK C	Upper Ground Floor	звнк	221.00	201.00	145.00	12.40	VENDORS/ OWNERS	NIL
	First Floor						VENDORS/ OWNERS	NIL

3. Thus the BUILDER/DEVELOPER shall develop and construct a residential building comprising of Block A, Block B and Block C as per the approved plans approved by the North Goa Planning and Development Authority, Panaji Goa, and that the VENDORS/OWNERS shall be handed over flats/units as per above allotment in the upcoming residential building, alongwith proportionate undivided share in the land corresponding the respective flats/units together with allotted car parkings, which shall be completed in all respect as per the approved plans and as per the specifications hereto annexed in Schedule -III, for the consideration in kind being towards the full and final settlement of the price of the SAID PLOT. Block C shall be allotted three stilt parking as per the approved plan. Remaining flats/units alongwith proportionate undivided share in the land

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corresponding the respective flats/units together with allotted car parkings, to be constructed on the Said Plot shall be retained by the BUILDER/DEVELOPER for free sale.

- 4. The VENDORS/OWNERS shall permit the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall develop and construct the upcoming residential building on the SAID PLOT as per approved plan approved by the North Goa Planning and Development Authority, Panaji Goa and as per the terms and conditions imposed by the North Goa Planning and Development Authority, Panaji Goa while approving the residential building plan, as per the Construction License issued by Mapusa Municipal Council, Mapusa Goa and as per the specifications and amenities which are set out in the Schedule III, hereto, at its own risk, cost and responsibility on principal to principal basis and not as agent of the VENDORS/OWNERS.
- That the proposed residential building shall be constructed by the BUILDER/DEVELOPER with lifts as shown in the approved plan.
- The BUILDER/DEVELOPER shall complete construction of the said residential building in all respect and hand over vacant and peaceful possession of the Flats/Units allotted to the VENDORS/OWNERS in the proposed construction of residential building within a period of 36 months from the date of issue of construction license with further extension of additional period of six (6) months, provided the VENDORS/OWNERS hand over the vacant possession of the house they are residing in, for demolition, within 30 days from the date of issue of construction license. Without Prejudice to what has been stated above, if the BUILDER/DEVELOPER fails and/or neglects to complete construction of the share of the VENDORS/OWNERS in the proposed construction of residential building to be constructed by it for the VENDORS/OWNERS and hand over possession thereof to the VENDORS/OWNERS within a period stipulated herein above, in that event, the BUILDER/DEVELOPER shall be liable to make payment of penalty of Rs.5,000/- (Rupees Five Thousand Only) per month per flat/unit for the delay in so completing flats/units of the building for the VENDORS/OWNERS and handing over possession to the VENDORS/OWNERS without prejudiced to rights the VENDORS/OWNERS. However, the said penalty shall not become payable



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during stoppage period, if the construction work is stopped and there is delay due to Act of God, Force Majeure Causes, restrained order from any Appropriate Authority or Judicial Body; or by virtue of other reasons beyond normal human control.

- 7. That the BUILDER/DEVELOPER shall pay rent of Rs.13,000/(Rupees Thirteen Thousand Only) per month till handing over of possession of the allotted flats to the VENDORS/OWNERS which shall be credited on 05th of every month to the account of the VENDORS/OWNERS as rent towards alternate accommodation. However, BUILDER/DEVELOPER agree to pay the increased rent over and above the said amount of Rs.13,000/(Rupees Thirteen Thousand Only) per month, if revised by the owner of the alternate accommodation, after the lapse of the period of 11 months.
- 8. The VENDORS/OWNERS & the BUILDER/DEVELOPER have mutually agreed that the VENDORS/OWNERS shall not claim nor ask for the Bank Guarantee now or in future from the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall not be in a position to give any Bank Guarantee to the VENDORS/OWNERS, as the BUILDER/DEVELOPER is making huge initial investment for construction of the residential flats and the stamp duty and registration charges for execution of the present Venture Development Agreement before the Sub-Registrar of Bardez, which includes the Lawyer's fees and other legal charges.
 - 9. The VENDORS/OWNERS herein shall have an absolute right to sell the flats/units to be constructed by the BUILDER/DEVELOPER for VENDORS/OWNERS even before the work of construction of the said flats/units of the BUILDER/DEVELOPER is completed. The BUILDER/DEVELOPER herein shall also have an absolute right to sell the share allotted to them in the residential building to be constructed by the BUILDER/DEVELOPER for itself even before the work of construction of the flats/units of the VENDORS/OWNERS is completed and receive the price or consideration and all the other charges, with respect to the flats/units from such purchaser/s, issue receipts thereof and appropriate the same as the BUILDER/DEVELOPER shall deem fit and proper.



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permits the BUILDER/ VENDORS/OWNERS hereby to consume the F.A.R hereby allotted by DEVELOPER VENDORS/OWNERS in favour of the BUILDER/DEVELOPER in the construction of the building containing residential Flats/units thereon and to transfer the said flats/units to prospective purchaser/s thereof on "ownership" basis at its own discretion and the proceeds thereof shall be utilized by the BUILDER/DEVELOPER exclusively without any reference to flats/units allotted VENDORS/OWNERS except the VENDORS/OWNERS.

11. All agreements made by the BUILDER/DEVELOPER concerning its share, with the prospective purchaser/s of flats/units to be constructed by the BUILDER/DEVELOPER on the SAID PLOT shall be made by the BUILDER/DEVELOPER at its own cost, on its own account and at its own risk, the intention being that the BUILDER/DEVELOPER alone shall be liable to and responsible as the Promoter for all purchaser/s or parties as stated hereinabove. The VENDORS/OWNERS shall not be held responsible in any way for any civil or criminal liability which may arise on that account.

The BUILDER/DEVELOPER shall indemnify and keep indemnified, saved, defended and harmless the VENDORS/OWNERS from and against any loss or damage suffered or incurred by the VENDORS/OWNERS due to any liability attaching on to the VENDORS/OWNERS as a result of the BUILDER/DEVELOPER committing any breach of the Development Control Regulations in force in Goa in the course of development of the SAID PLOT or as a result of any such construction carried out by the BUILDER/DEVELOPER on the SAID PLOT not conforming to the sanctioned plans and specifications.

- 13. The VENDORS/OWNERS on execution hereof, has put the BUILDER/DEVELOPER in possession of the SAID PLOT, as and by way of license for the purpose of Joint Venture Development thereof in terms of these presents.
- 14. On execution hereof, the BUILDER/DEVELOPER shall be entitled to put up a board/hoarding on the SAID PLOT announcing/advertising the



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proposed housing scheme. The BUILDER/DEVELOPER shall be entitled to advertise the said scheme in newspapers or through any other media, including the right and authority to advertise and market specifically its share in the proposed building to be constructed by the BUILDER/DEVELOPER.

- 15. The BUILDER/DEVELOPER shall invest all money and other resources required for construction of the said residential building. All responsibility, costs, expenses, risk and liability for construction of the said residential building shall be solely of the BUILDER/DEVELOPER, including the following:-
- a. Ensuring that every part of the Project is legal and for this purpose the BUILDER/DEVELOPER shall obtain all the permissions, licences, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc., from time to time, required by law for construction of the residential building/s and everything that is necessary in this regard;

Procuring raw materials, labour and such other material as is required for construction of the residential building;

c. Engaging services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of construction of the residential building and either through them or itself supervise the construction;

- d. Ensuring that the construction of the residential building is being carried out as per the approved plans and designs with good quality materials and particularly as per the specifications mentioned in Schedule – III of this Agreement;
- e. Ensuring the responsibility and liability of labour and compliance with all the applicable laws and labour laws in case of any accident and liability.

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- f. Obtaining Completion/Occupancy Certificate for the residential building;
- g. Putting up a board or hoarding at the SAID PLOT displaying the details about the construction being undertaken and displaying the Permissions as required by law;
- All and every other thing necessary for construction of the residential building which is not expressly forbidden by or under this Agreement;
- i. The BUILDER/DEVELOPER shall comply with all the labour laws and shall be responsible and liable for all claims made by workers under all or any law of acts and shall be liable to pay all or any amount that may be payable to labour or workmen.
- j. All liability of suppliers shall be of BUILDER/DEVELOPER including liability of paying the GST or any other tax as applicable by the BUILDER/DEVELOPER.
- k. The quality of construction of the residential flats of the VENDORS/OWNERS shall be the same as per the quality of construction of remaining flats of the BUILDER/DEVELOPER.
- 16. The BUILDER/DEVELOPER shall not, under any circumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the BUILDER/DEVELOPER. The VENDORS/OWNERS and the prospective PURCHASERS shall also not be entitled to make any external changes to the flat purchased or allotted that will affect the uniformities of the building with respect to its look, colour, grills etc. If the VENDORS/OWNERS and the prospective PURCHASERS violates this provision then the cost of restoration shall be paid by him to the BUILDER/DEVELOPER.
- 17. The VENDORS/OWNERS and the prospective PURCHASERS shall be allowed to make internal changes to the flat purchased or allotted subject to approvals available in law at the time of construction and however, if

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permitted by the BUILDER/DEVELOPER, subjects to costs to be paid in advance.

- 18. That in case if the VENDORS/OWNERS wish to make any changes to interiors and any changes in internal structural parts of their Block C, they shall be allowed to do so provided they makes an application in writing to the BUILDER/DEVELOPER and pays the differential amount for the same changes. However, the same changes should be intimated to the BUILDER/DEVELOPER before foundation.
- 19. That in case if the VENDORS/OWNERS wish to do interiors of their own choice for their Block C, in such case the BUILDER/DEVELOPER shall refund to the VENDORS/OWNERS an amount of Rs.7,00,000/-(Rupees Seven Lakhs Only) per floor which shall include cost towards all furniture, ACs and Fans.
- 20. VENDORS/OWNERS do hereby assure the BUILDER/DEVELOPER that they have not created any THIRD PARTY SAID PLOT and do the hereby indemnify BUILDER/DEVELOPER against any defect in title or any third party claims that may arise and which shall be settled by the VENDORS/OWNERS at their own cost. If any litigation takes place due to any defect in the title of VENDORS/OWNERS or due to any third party claim, such period of stoppage of work shall be excluded from the period of completion of construction of project as stipulated in the agreement.
- 21. The VENDORS/OWNERS hereby shall indemnify and keep indemnified the BUILDER/DEVELOPER against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the VENDORS/OWNERS by any person or person with respect to the SAID PLOT and in case of such happening, if the work of construction is delayed than the period of completion of construction shall automatically stand extended for such period of delay.
- 22. The BUILDER/DEVELOPER hereby shall indemnify and keep indemnified the VENDORS/OWNERS against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against



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the BUILDER/DEVELOPER by any person or person on account of the BUILDER/DEVELOPER committing any breach of contract.

- 23. That on execution of these presents, the BUILDER/DEVELOPER and their representative, nominees, assigns shall be entitled to enter upon this SAID PLOT, and demarcate the land, excavate, fill and commence and execute construction work thereon and to do all that is required for efficient development work and total compliance of this agreement.
- 24. That any additional FAR that may accrue in future with respect to the Said Property, it is agreed between the parties that BUILDER/DEVELOPER shall bear all the cost of towards Approvals, permissions and construction charges of the additional flats and shall utilize the additional FAR and/or to construct any upper floor, over and above the building and VENDORS/OWNERS hereby irrevocably accords a No Objection to the same.

MAINTENANCE

25. THE BUILDER/DEVELOPER shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by Mapusa Municipality, subject to below mentioned terms and conditions:-

The VENDORS/OWNERS shall be bound to deposit with the BUILDER/DEVELOPER sum of Rs. 4,00,000/- (Rupees Four Lakhs Only) for each flat, on issue of Occupancy Certificate by Mapusa Municipality which can be given directly by the VENDORS/OWNERS or taken by them from their prospective PURCHASERS. The aforesaid amount of Rs. 4,00,000/- (Rupees Four Lakhs Only) shall be towards maintenance services and cleanliness of common areas of the building. That payment of Maintenance deposit shall be applicable for all the PROSPECTIVE PURCHASERS of the Building whether the Flats/units belongs to VENDORS/OWNERS or BUILDER/DEVELOPER and shall be paid to the BUILDER/DEVELOPER before handing over possession of the said flat and before execution of Deed of Sale. The VENDORS/OWNERS undertakes and binds to provide full co-operation to the BUILDER/DEVELOPER while undertaking maintenance of the common areas so much so that the VENDORS/OWNERS and PROSPECTIVE PURCHASERS shall allow the BUILDER/DEVELOPER and or his agents, servants, managers etc., to enter

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their respective premises for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the BUILDER/DEVELOPER collected from each flat owner.

- Upon completion of term of five years as stipulated above respective PROSPECTIVE PURCHASERS shall be able to exercise two options: First whether to continue with the maintenance services as provided by the BUILDER/DEVELOPER with further period of five years and Second whether take over further maintenance services BUILDER/DEVELOPER. If the PROSPECTIVE PURCHASERS chose to exercise First option of continuing with maintenance services then respective FLAT OWNERS shall execute separate Maintenance Agreement with the BUILDER/DEVELOPER for period of further Five Years from the date of expiry of first Five Years period. If the PROSPECTIVE PURCHASERS chose to exercise Second option of taking over further maintenance services of the BUILDER/DEVELOPER then the BUILDER/DEVELOPER shall refund to the Maintenance Society a sum of Rs. 4,00,000/- (Rupees Four Lakhs Only) collected from each flat owners without any interest thereon.
- (c) The PROSPECTIVE PURCHASERS hereby bound and undertake to support the decision of the majority of the FLAT OWNERS in the said project, in exercising above mentioned options in clause (b) above and shall not be liable to deviate from the same at any cost.
- (d) The BUILDER/DEVELOPER shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the Maintenance Society of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Occupiers and in case of non-co-operation by the FLAT OWNERS in any respect and in such event deposit of sum of Rs.4,00,000/- (Rupees Four Lakhs Only) collected from each flat owners shall be refunded to the Maintenance Society without any interest thereon.
- (e) In case if the BUILDER/DEVELOPER at any point of time forms a Maintenance Society for the flat owners, in such case, a separate inverter

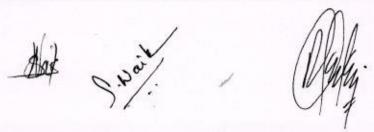


shall be installed by the BUILDER/DEVELOPER for Block C of the VENDORS/OWNERS.

- (f) That on completion of 10 years of providing Maintenance Services by the BUILDER/DEVELOPER, above amount of Rs.4,00,000/- (Rupees Four Lakhs Only) collected from each flat owners shall become non-refundable.
- (g) That on completion of 10 years of Maintenance period by the BUILDER/DEVELOPER, the BUILDER/DEVELOPER shall extend the maintenance for further 15 years through the corpus maintenance fund available and thus the Life time maintenance period with respect to amenities and services provided by the BUILDER/DEVELOPER shall be 25 years, which amenities and services shall be provided as mentioned in Schedule III.

WARRANTY

- 26. The BUILDER/DEVELOPER shall provide Five Years Warranty on equipments provided from the date of issue of Occupancy Certificate by Mapusa Municipality, for Flats/Units of building, which will be described more fully in separate warranty card/letter head, provided to the Flats/Units at the time of handing over of possession of Flats/Units of the building to the flat owners on obtaining Occupancy Certificate. Said Warranty Card/Letter Head shall be non-transferable to third party, however any third party may approach the BUILDER/DEVELOPER for availing such Warranty on such terms and conditions as will be set out by the BUILDER/DEVELOPER. The total Warranty period provided by the BUILDER/DEVELOPER shall not extend beyond the five years from the date on issuing of Occupancy Certificate from the Mapusa Municipality.
- 27. That it is agreed by and between the parties that above clause of Warranty shall not be applicable to Block C being allotted to the VENDORS/OWNERS, in case, if the VENDORS/OWNERS makes changes in interior designing of Block C.
- 28. That the VENDORS/OWNERS shall be provided a separate water pump from the Well in the said plot to Block C allotted to them.



- That the VENDORS/OWNERS shall be provided a Chimney in Kitchen of Block C.
- 30. That for the Block C allotted to the VENDORS/OWNERS, separate metered water connection shall be provided by the BUILDER/DEVELOPER, if authorized by concerned Government departments. So also Block C shall be provided with a separate sewage line with an independent septic tank and a soak pit, if possible and if permissible by law and if approved by the concerned Government departments.
- 31. That the VENDORS/OWNERS during the progress of the work shall be entitled to have the inspection of the built-up areas proposed to be built and to be constructed as per the approved plans.
- 32. It is agreed and clearly understood as between all parties hereto that the present agreement is a Joint Venture Development Agreement of the SAID PLOT, by the VENDORS/OWNERS with the BUILDER/DEVELOPER wherein rights to the property are transferred. The actual possession and transfer will take place only on handing over the flats allotted in the building, in terms of this agreement by the BUILDER/DEVELOPER to the VENDORS/OWNERS.

POSSESSION

- 33. Once the flats under flats/units allotted to VENDORS/ OWNERS are ready for Delivery of Possession, the BUILDER/DEVELOPER shall inform to the VENDORS/OWNERS in writing calling upon the above VENDORS/OWNERS to take possession of their allotted flats and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter and handover the said flats to VENDORS/OWNERS.
- 34. Each party shall be bound to sign all the papers and documents and do all the things and matters as may be required from time for safeguarding, interalia, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

TERMINATION

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- 35. The VENDORS/OWNERS shall be entitled to terminate this agreement in the following circumstances:
- i) The BUILDER/DEVELOPER does not commence the actual construction of the Project within one year (12) months from the date of signing and execution of these present Agreement.
- ii) The BUILDER/DEVELOPER abandons the Construction of the Project after commencement for continuous period of 9 months or more.
- 36. Claims of any person to whom flat/s or units in the residential building/project is agreed to be sold shall be settled by the Party who agreed to sell the flat/s or units, without any liability or encumbrance to the SAID PLOT.
- and/or notices sent issued the All letters VENDORS/OWNERS and by the BUILDER/DEVELOPER to the VENDORS/OWNERS to the BUILDER/DEVELOPER shall be sent by Registered post with acknowledgement due, to their respective addresses as mentioned in this Agreement unless a change in address is communicated to each other in writing and in that case the letters and/or notices shall be sent to each changed addresses.
- 38. It is mutually agreed by and between the parties that the name for the scheme of Residential Project to be constructed in or upon the SAID PLOT shall be known as "RAJDEEP INDU-SHREE RESIDENCY".
- 39. All out of pocket expenses of and incidental to these presents, Agreements, Sale Deeds, Deed of Conveyance and other writings to be made in pursuance hereof, including Stamp Duty and Registration Charges, shall be borne and paid by the BUILDER/DEVELOPER alone. The parties hereto shall, however, bear and pay the professional charges of their respective Advocates.
- 40. Both the parties are entitled for specific performance of this agreement.
- 41. Confirming party confirms to the terms and conditions of these presents.

- 42. Any dispute or differences if any arises between the parties the same shall be tried within the jurisdiction of Mapusa Courts.
- 43. Being a Joint Venture Development Agreement involving exchange of land for constructed area, the valuation of the Flats/Units to be allotted to the VENDORS/OWNERS is Rs.98,25,000/- (Rupees Ninety-Eight Lakhs Twenty-Five Thousand Only) and accordingly stamp duty of Rs.2,85,000/- (Rupees Two Lakh Eighty Five Thousand Only) is paid at the rate of 2.9% and is borne by BUILDER/DEVELOPER.

SCHEDULE - I (DESCRIPTION OF THE SAID PROPERTY)

All that property known as "GALLOUM" admeasuring 1806 sq. mts. situated at Mapusa Goa within the limits of Mapusa Municipal Council, Taluka and Sub District of Bardez, District of North Goa, in the State of Goa, described in the Land Registration office of Bardez under No.4900 of Book B-13 at Folios 194 reverse of Book B-13, Matriz No.1414 and is surveyed under Chalta No.13 and 14 of P.T. Sheet No.111 of City Survey Mapusa and the said property is bounded as under:

East: By Mapusa - Bicholim Road

West: By a property belonging to Inacio Mariano Dsouza

North: By a Plot of Rita Fernandes

South: By a property belonging to Inacio Mariano Dsouza

SCHEDULE - II (DESCRIPTION OF THE SAID PLOT)

All that PLOT surveyed under Chalta No.13 of P.T. Sheet No.111 of City of Mapusa admeasuring 903 sq. mts. forming part of the said property more particularly described in Schedule I herein above and the Plot is bounded as under:

East: By Mapusa - Bicholim Road

West: By Chalta No.11, P.T. Sheet No.111

North: By Chalta No.11, P.T. Sheet No.111

South: By Chalta No.13A, P.T.Sheet No.111 and by Chalta No. 14, P.T. Sheet No.111

SCHEDULE - III

(BRIEF DESCRIPTION, SPECIFICATIONS, AND AMENITIES OF LIFE TIME MAINTENANCE)

THE STRUCTURE:

It is RCC structure with external walls upto the plinth in laterite stone masonary and the external walls in supper structure shall be 23cm thick in laterite stones. The external plaster will be double coat and sand faced cement plaster furnished with two coats of cement paints along with primer. The internal walls shall be in bricks of 10cm thick. The internal plaster for walls and the ceiling shall be single coat cement plaster with 3 coats of good quality paint.

DOORS AND WINDOWS:

Stainless steel safety Gate for main door. The main door shall be of teakwood frame with teak wood paneled finished with polish. All the remaining doors shall be marine ply, factory processed panel. All windows will be of aluminum frames with rolling shutters of glass.

3. Safety Fabrication Grills will be provided uniformly to all flats.

4. CEILING:

POP Ceiling with LED Lights will be provided in all rooms.

FLOORING:

Living Room, Kitchen and Bed Rooms will be provided with good quality vitrified tiles. Bath Room flooring shall be anti-skid tiles of good quality and wall tiles fitting shall be upto full height.

SANITARY AND TOILET FITTINGS:

All bathroom fittings and sanitary fittings shall be of premium class quality such as Cera or equivalent.

ELECTRICAL INSTALLATION:

All rooms of the flat will be provided with LED Lights, Fans and bathroom with Exhaust Fans.

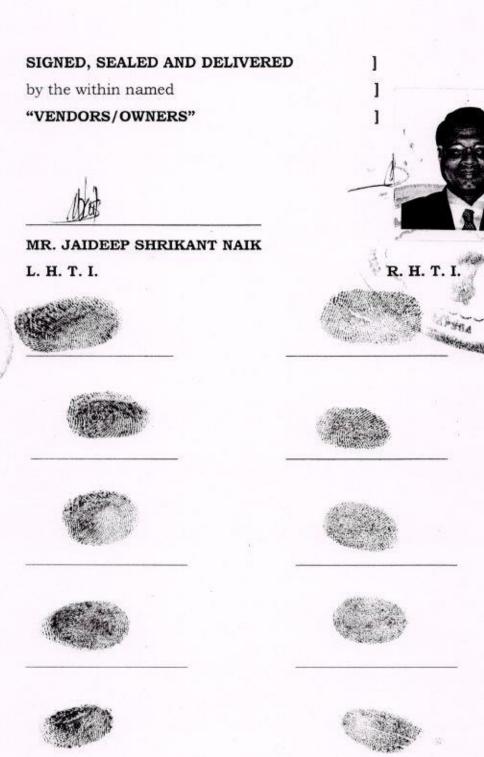
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- 8. Texture wallpaper is provided in living room as per Customers choice.
- Five-sitter Sofa with bottom storage & centre table manufactured by Rajdeep Interior Firm.
- 10. T.V wall stand with drovers.
- Dining table with Glass Top or Granite as per area convenience with four Teak Wood Chairs manufactured by Rajdeep Interior Firm.
- Beds with storage Hydraulic System in each Bedroom manufactured by Rajdeep Interior Firm.
- Wardrobes are divided in three sections with different compartments in each Bedroom manufactured by Rajdeep Interior Firm.
- 14. 1.5 Ton Daikin A.C installed in all the bedrooms (Brand subject to availability).
- 15. Bathrooms are provided with Geyser & Exhaust Fan.
- 16. Granite sit-out with cabinets in all Bedrooms.
- 17. Installation of Tata sky connection to all flats.
- 18. Fully furnished flats are also provided with some complimentary items such as Curtains in all rooms, Mattress along with two pillows, Towel rack near dining wash basin & in all bathrooms, Soap dispensers in all bathrooms, Ladder cabinet with ladder in kitchen, Stainless-steel clothes drying stand with cabinet attached to wardrobes in bedroom.
- 24 Hours Security Service through "Rajdeep Service & Maintenance Department".
- 20. 24 Hours Power supply for common areas & Inside the flats through Generator backup to maintain comfort, which is our tagline "Rajdeep Builders Comfort for Life".
- 21. Uninterrupted water supply from under-ground water tank with automatic level controller.

- 22. Structure reinforced with "TATA" steel.
- 23. Intercom facility installed from security booth to each flat.
- 24. Outer look & compound wall with LED light effects.
- 25. Stilt Parking for each flat provided with P.O.P., LED Lights, theme music & CCTV in parking area.
- 26. OTIS Company brand lift installed with fully automatic rescue system.
- 27. Granite finish common staircase with 316 Marine Grade Stainless-Steel hand railing.
- 28. Lobby Provided with P.O.P., LED Lights, Artificial plants, Wall pictures and Granite Sit-out for provision to keep shoes.
- 316 Marine Graded Stainless-Steel Safety Gate for main door of each flat for safety purpose.
- 30. Metal steel grills (MS) fixed to all flat windows for safety purpose which also maintain uniformity of the building.
- 31. Installation of Tata Sky connection to all flats.
- House-keeping in common areas through "Rajdeep Service & Maintenance Department".
- 33. Complaint of the equipment's provided will be attended within 48 hours and repairs/replacement work will be done accordingly during 5 years warranty period (Excluding Holidays). Thereafter, paid service for life time

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the date aforementioned in the presence of the undersigned witnesses.

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SIGNED, SEALED AND DELIVERED by the within named "VENDORS/OWNERS" MRS. SWATI JAIDEEP NAIK R. H. T. I. L. H. T. I.

Med

J. Hait.

Mary.

SIGNED, SEALED AND DELIVERED by the within named "BUILDER/DEVELOPER"] RAJDEEP BUILDERS through Proprietor RAJESH TARKAR for self and as POA Holder for Confirming Party L. H. T. I.

about

C. Pail

WITNESSES:-

1. NAME :- Mr. Akshay Kumar Jena

FATHER'S NAME :- Mr.Gunakar Jena

AGE :- 29 years

MARITAL STATUS :- Unmarried

OCCUPATION :- Service

ADDRESS :- Taleigao Goa

SIGNATURE :-

2. NAME :- Mr. Sanjiv Suryakant Kankonkar

AUSTRAS

FATHER'S NAME :- Mr. Suryakant Kankonkar

AGE :- 39 years

MARITAL STATUS :- Married

OCCUPATION :- Service

ADDRESS :- H.No. 210, Borbhat, Behind

Maruti Temple, Taleigao Goa

Jankarlean

SIGNATURE :-

their month



GOVERNMENT OF GOA Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MAPUSA-GOA

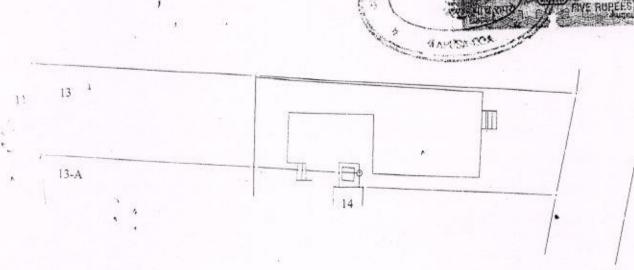
Plan Showing plots situated at

Village: MAPUSA Taluka: BARDEZ

P. T. Sheet No. 111 / Chalta No. 13

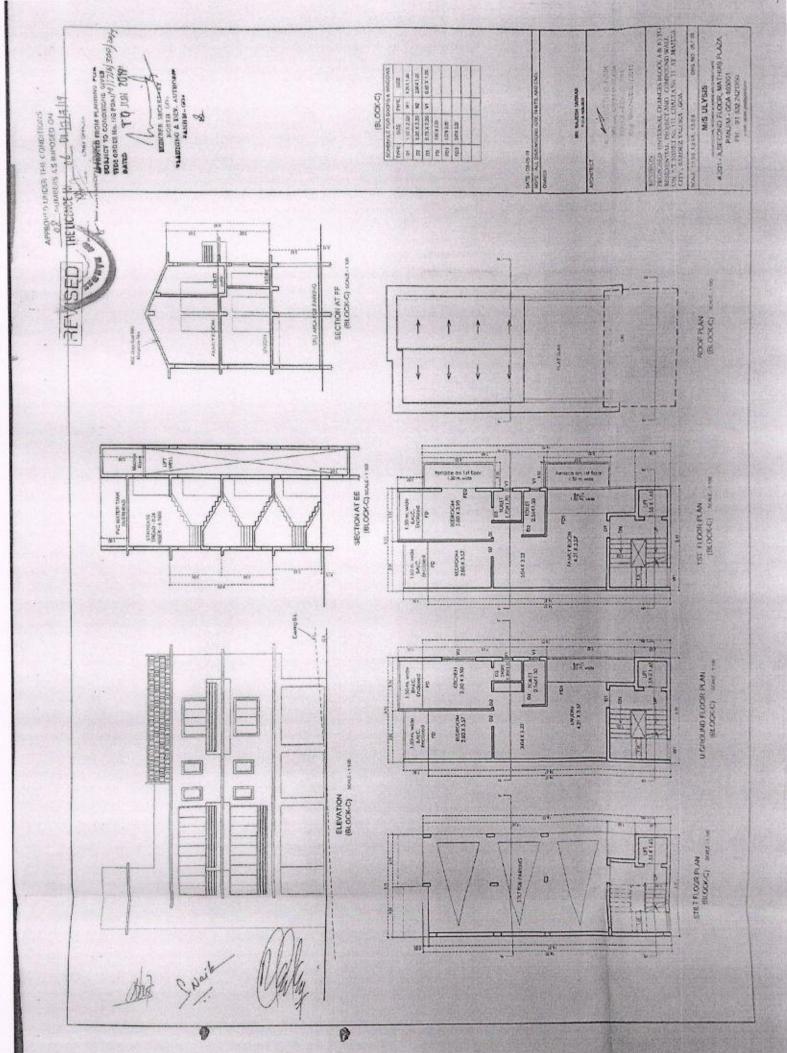
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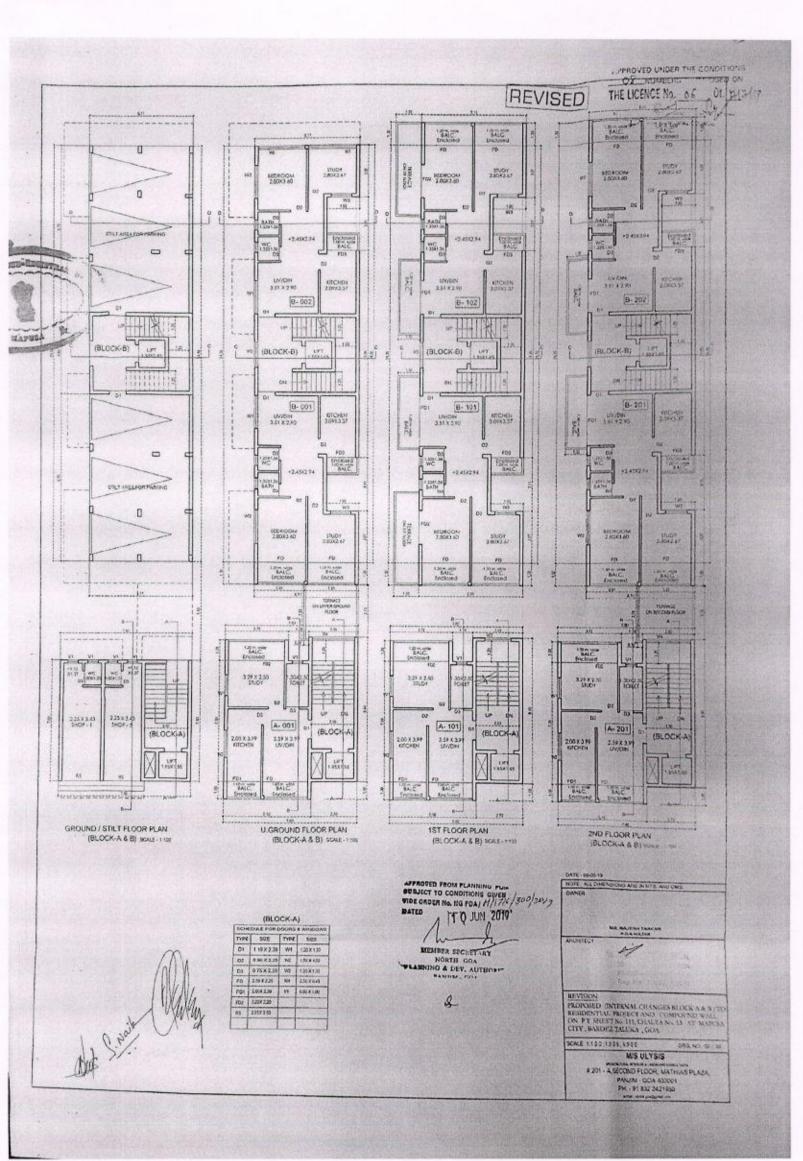
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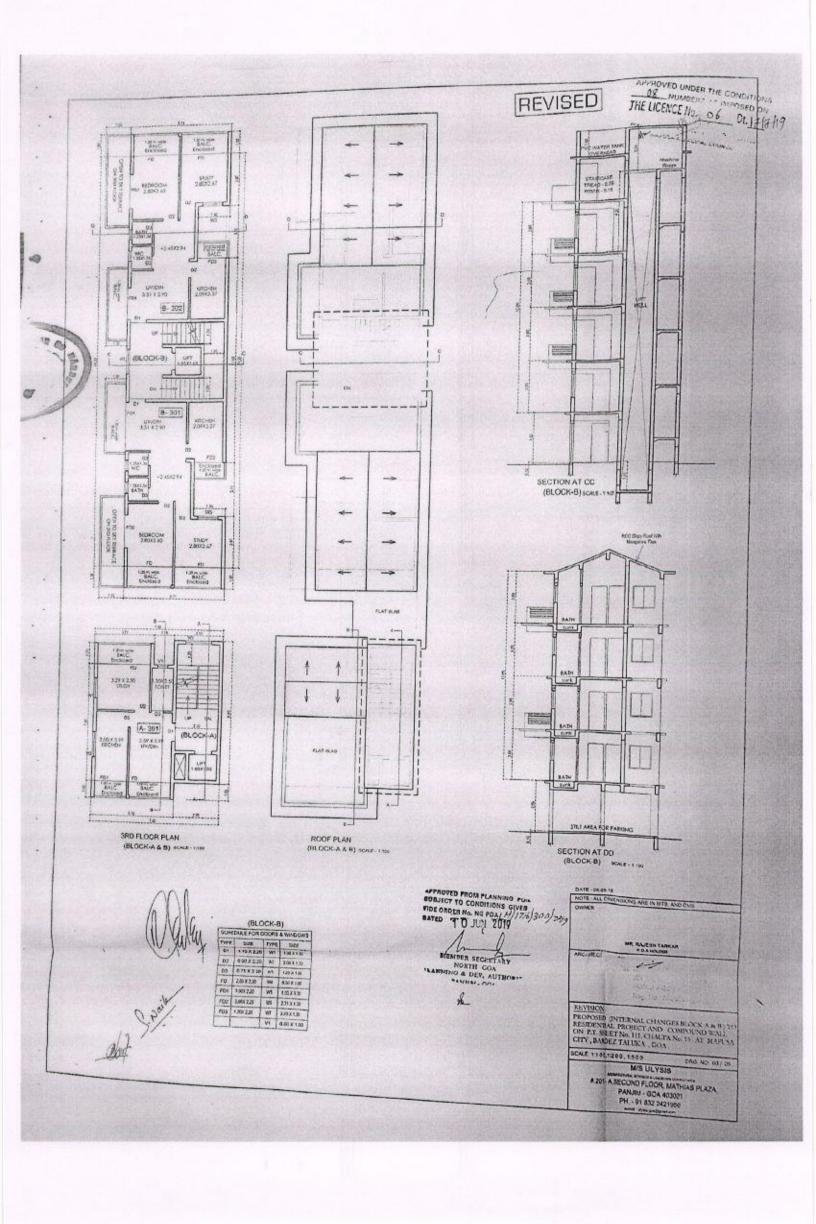


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Government of Goa Document Registration Summary 2

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

Print Date & Time : - 20-Sep-2019 10:09:02 am

Document Serial Number :- 2019-BRZ-3051

Presented at 10:09:20 am on 20-Sep-2019 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	285000
2	Registration Fee	294750
3	Processing Fee	720
A	Total	580470

Stamp Duty Required :285000

Stamp Duty Paid: 285000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Jaideep Shrikant Naik ,S/o - D/o Shrikant Naik Age: 50, Marital Status: Married ,Gender:Male,Occupation: Service, Address1 - H No 210 Shrikant Niwas Ward No 2 Opp Govt Agriculture Farm Duler Mapusa Bardez Goa 403507, Address2 - , PAN No.: AAXPN6888J			_ dist

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Jaideep Shrikant Naik ,S/o - D/o Shrikant Naik Age: 50, Marital Status: Married ,Gender:Male,Occupation: Service, Address1 - H No 210 Shrikant Niwas Ward No 2 Opp Govt Agriculture Farm Duler Mapusa Bardez Goa 403507, Address2 - , PAN No.: AAXPN6888J			dois

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Swati Jaideep Naik ,S/o - D/o Chandrakant Gajanan Naik Age: 47, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - H.No.210, Shrikant Niwas, Ward No.2, Opp. Govt. Agriculture Farm, Duler, Mapusa Bardez Goa 403507, Address2 - , PAN No.: AJNPN8285G			Just Mark
3	Anant Kubal ,S/o - D/o Mohan Kubal Age: 33, Marital Status: ,Gender:Male,Occupation: Service, Address1 - House NO 689 Devlay Near Shantadurga Temple Candola Ponda Goa, Address2 - , PAN No.: CETPK0718Q			Men
4	Anant Mohan Kubal ,S/o - D/o Mohan Kubal Age: 33, Marital Status: ,Gender:Male,Occupation: Service, Address1 - Hno 689 Devlay Nr Shantadurga Temple Candola Ponda Goa, Address2 - , PAN No.: CETPK0718Q			Mun

Witness:

I/We individually/Collectively recognize the Vendor, Confirming Party, Developer, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Sanjiv Kankonkar, 40 , ,7720927755 , ,Service , Marital status : Married 403002 Taleigao, Tiswadi, NorthGoa, Goa		(2)	Jean tenter
2	Akshay Kumar Jena, 29 , ,7719937755 , ,Service , Marital status : Unmarried 403002 Taleigao, Tiswadi, NorthGoa, Goa	IS.		Austas

Sub Registrar SUB-REGISTRAN BARDE?

Document Serial No:-2019-BRZ-3051

Book :- 1 Document

Registration Number :- BRZ-1-2994-2019

Date: 20-Sep-2019

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Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez) SUB-REGISTRAR BARDEZ