(Rupees Five Lakhs Eighty Thousand Only)

Phone No:9822103343 Sold To/Issued To: AVEZ AZIM SHAIKH For Whom/ID Proof: ATAPS5928C





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FOR CITIZENCREDIT CO-OP, BANK LTD.

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AGREEMENT FOR DEVELOPMENT CUM SALE

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This **AGREEMENT FOR DEVELOPMENT CUM SALE** is made at Vasco da Gama, Goa on this 11<sup>th</sup> day of August 2021

#### BETWEEN

1.(a) DR. PEDRO A.F. BRAVO DA COSTA alias PEDRO BRAVO
DCOSTA alias PEDRO ANTONIO FERNANDES BRAVO DA
COSTA, son of Mr. Jaime Bravo da Costa alias Mr. Jaime Dcosta, aged
77 years, married, Doctor by Profession, having PAN Card No.
Aadhaar Card No. Email Id.
, Mobile No.
1.(b) MRS. IVONE BRAGANCA ECOSTA alias MARIA
MADALENA IVONE BRAGANCA E COSTA, wife of Dr. Pedro A.F.
P. D. Casta dias Padro Prove Decete alies Pedro Antonio

Bravo Da Costa alias Pedro Bravo Dosta alias Pedro Antonio Fernandes Bravo Da Costa and daughter of Mr. M T E Braganca, aged 77 years, married, housewife, having PAN Card No. Adhaar Card No. Bravo Da Costa, Email Id. Mobile No. Bravo Da Costa, Near Pai Hospital, Vaddem, Vasco Da Gama, Goa, 403802, hereinafter jointly referred to as the "OWNERS" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, representatives, nominees, administrators and assigns) of the FIRST PART.

### AND

2. MR. AVEZ AZIM SHAIKH, son of Mr. Abdul Azim Shaikh Mohidin, aged 42 years, married, Businessman, having PAN Card No.

Aadhaar Card No.

Indian National, resident of H. No.650, Mohidin Villa, Airport Road, Near Chicalim Park, Chicalim, Goa, 403711, Proprietor of M/S. MOHIDIN PROPERTIES AND HOLDINGS, having its principal place of business at O-1, 1stFloor, Commerce Centre, Next to Old Bus stand, Vasco da Gama, Goa-403802, herainafter referred to as the "DEVELOPER" (which

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expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, representatives, nominees, administrators, executors and/or assigns) of the SECOND PART.

WHEREAS there exists a plot described as "Plot No. 4" totally admeasuring an area of 826 square meters, which by itself is part and parcel of the rustic property known as "MARINHA GRANDE" or "CASANA GRANDE" and "VALADO NA MARINHA GRANDE" "SINOICHO AGOR", "LOCUMINICHO AGOR", known as "GAUNCHO AGOR" and "CHALO AGOR", surveyed under Chalta No.71 of P.T. Sheet No. 94 of City Survey of Vasco, situated at Vaddem, Vasco da Gama, Goa, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, District of South Goa, Goa, described in the Land Registration of Salcete (Conservatoria do Registo Predial de Salcete)under No. 32,771 at pages 111 in the Book No. B-84 of New Series and enrolled in the Taluka Revenue Office under Matriz Certificate bearing Matriz Nos. 292, 293, 294 and 295 under the name 'CASANA DE MARINHA GRANDE" 1st, 2nd and 3rd Plots (adicoes) and 'VALADO DE MARINHA' respectively excluding two roads existing in it(hereinafter referred to as the SAID PROPERTY more particularly described in Schedule-I hereunder written and bounded On the East: By the Valado belonging to Mr. Joaosinho Mascarenhas, by the landed plot belonging to Cofre of Chapel of Vadem, by a small chanel (Sangria) and by landedplot belonging to Martins Joao and Bossuet Gama,

On the West: By the landed plots belonging to Francisco Jose Correia, the said Mascarenhas, the said Correia, Joaquim Piedade Rodrigues, Francisco Xavier de Melo, Eufemiano Alvares and Antonio Vicente Gomes, the said Melo Correia and Gama,

On the North: By the plots belonging to Pedro Rosendo Pancracio de Araujo, Fabricade Igreja (Church) of Mormugao, the said Bossuet, Vicente Alvares and by old road, and

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On the South: By the plots belonging to Cofre of Chapel (Capela) of Vaddem and the said Bossuet.

**AND WHEREAS** by a Public Deed of Sale, Quittance and Cession dated 09/03/1932, executed by Notary of the Judicial Divisions of Salcete, Margao Goa, Mr. Joaquim Salvador Milagres de Souza alias Salvador Souza sold the above-mentioned SAID PROPERTY to Mr. Antonio Vicente Gomes.

**AND WHEREAS** the above SAID PROPERTY belonged to Mr. Antonio Vicente Gomes, unmarried, landlord, who died on 23/12/1956.

AND WHEREAS a Public Deed of 14/07/1966 was drawn by the Clerk cum Notary, Provisional, of the Special Municipal Judicial Division of Mormugao, Gajanana Ananta Naique at folios nineteen overleaf to folios twenty five overleaf of the book of notes number one hundred fifty, 1.Maria Gomes, widow of Joao Andrade, 2.Candelina Gomes, widow of Lucio Agostinho Dias, 3.Liberata Gomes and Antonio Gomes, 4.Andre Gomes and his wife Antonieta Dias, 5.Luizinha Gonsalves, widow of Joaquim Jose Francisco Gomes and their children said Joao Gomes and Sebastiana Gomes, where parties to the said deed.

AND WHEREAS in the said deed, the said Maria Gomes, Candelina Gomes and Liberata Gomes ceded or rather desisted, in terms of section 2029 of Portuguese Civil Code in force, in favour of all the coheirs or in favour of total inheritance of their deceased brothers, Antonio Vicente Gomes, bachelor and Joao Ernesto Gomes, bachelor, both residents of Vasco da Gama, all the illiquid rights that they had in the inheritance of their said brothers, Antonio Vicente Gomes and Joao Ernesto Gomes.

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AND WHEREAS that after this deed dated 14/07/1966, Mrs. Maria Gomes died without will or gift or without surviving issue.

AND WHEREAS Mrs. Candelina Gomes also died without will or gift, leaving behind upon her death as heirs, her son, Florencio Jacinto Dias alias Jacinto Dias and daughters, Assuldante Dias and Benedita Dias.

AND WHEREAS Mr. Andre Gomes died without will or gift leaving upon his death as widow and moiety holder, Mrs. Antonieta Gomes alias Antonieta Dias and his daughter, Elsa Gomes, Irene Gomes, Lucy Gomes and Melita Gomes.

AND WHEREAS Mrs. Luizinha Gonsalves died without will or gift leaving upon her death as heirs her children, Joao Gomes and Sebastiana Gomes.

AND WHEREAS the legal heirs and successors partitioned the estate left behind by Mr. Antonio Vicente Gomes under a Deed of Partition dated 20/12/1976 duly registered before the Sub Registrar of Mormugao under registered no. 10 at pages 156 to 168 of Book no. I Vol. no. 30 dated 29/1/1977.

AND WHEREAS by a Deed of Revocation of Previous Act and Contract by Mutual Consent dated 27/12/1979, the parties thereto revoked all the legal effects in the said contract of cession of illiquid rights to the said inheritance left upon death of Antonio Vicente Gomes and Joao Ernesto Gomes made gratuitously by Maria Gomes, Candelina Gomes and Liberata Gomes in favour of the co-heirs or of the total inheritance in terms of section 2029 of the Portuguese Civil Code in force since this act or contract is null in terms of Section 666 of the Portuguese Civil Code.

AND WHEREAS by a Deed of Rectification and Ratification dated 28/12/1979, all the parties rectified the said Deed of Partition dated

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20/12/1976, wherein the Revocation of the Acts and Contract by the way of accord of all the interested parties in accordance with Article 702, 2063 and 666 of Portuguese Civil Code in force contained in the Public Deed (Escritura Publica) dated 14/07/1966, drawn up by the acting Notary cum Clerk of Julgado Municipal Especial of Mormugao, Gajanana Anant Naik at folios nineteen overleaf to folios twenty five overleaf of the book of notes number one hundred fifty, abrogated the said Deed on the ground described therein and by rectification all of the said interested parties by mutual and reciprocal, accord, agree to the Partition made by the said Deed of Partition dated 20/12/1976 and ratified it and also all the sales, if any, made by some of the interested parties by the way of Sale Deed already registered with the office of Sub-Registrar of Mormugao on the strength of the said Deed of Partition dated 20/12/1976, for all legal purposes.

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AND WHEREAS the above-mentioned half of the Eastern Side of the SAID PROPERTY described in the Land Registration of Salcete (Conservatoria do Registo Predial de Salcete) under No. 32,771 at pages 111 in the Book No. B-84 of New Series was inherited by the said Antonio Gomes and his sister Liberata Gomes through the partition of estate left behind on the death of Antonio Vicente Gomes of Vasco da Gama, Goa made by the said Deed of Partition.

AND WHEREAS after the this partition, the City Survey of Vasco da Gama, Goa, divided the said entire property into two parts designated by Part A and Part B, the Part A enrolled under Sheet No.94, Chalta No.65/94, 47/94, 48, 49, 50 and Sheet No.95, Chalta No.45, 46, 47, 48, 49, House No.49 which represents half of the Western side of the same entire property belongs to the Joao Gomes and to his sister, Smt. Sebastiana Gomes by virtue of the Deed of Partition and Part B enrolled under Sheet no.96, Chalta no.1, 2, 3, 4 which represents half of the Eastern side of the same property belongs to the Antonio Gomes and his sister, Liberata Gomes.

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AND WHEREAS thus, in view of the above averments, the said partition of the SAID PROPERTY allotted to Mr. Antonio Gomes and his sister, Sebastiana Gomes as per the allotment mentioned in the said Deed of Partition was proper and binding on parties.

AND WHEREAS by Deed of Sale dated 17/8/1978, Mr. Antonio Gomes and his sister, Liberata Gomes sold half eastern side of the SAID PROPERTY "MARINHA GRANDE" to Mr. Joao Gomes, which deed is duly registered before the Sub Registrar of Mormugao under registered no. 257 at pages 58 to 63 of Book no. I, Vol. no. 37 dated 16/9/1978.

**AND WHEREAS** the SAID PROPERTY was sub-divided into 19 plots, after obtaining permission from Mormugao Planning Development Authority.

AND WHEREAS by Deed of Sale dated 11/9/1979, Mr. Joao Gomes and his sister, Miss Sebastiana Gomes sold one Plot described as "Plot No. 4" totally admeasuring an area of 826 square meters, which by itself is part and parcel of the rustic property known as "MARINHA GRANDE" or "CASANA GRANDE" and "VALADO NA MARINHA GRANDE" known as "SINOICHO AGOR", "LOCUMINICHO AGOR", "GAUNCHO AGOR" and "CHALO AGOR", described in the Land Registration of Salcete (Conservatoria do Registo Predial de Salcete) under No. 32,771 at pages 111 in the Book No. B-84 of New Series and enrolled in the Taluka Revenue Office under Matriz Certificate bearing Matriz Nos. 292, 293, 294 and 295 under the name 'CASANA DE MARINHA GRANDE" 1st, 2nd and 3rdPlots (adicoes) and 'VALADO DE MARINHA' respectively excluding two roads existing in it, which represents 856.89/13,668 part of the entire property, enrolled under Chalta no. 47 to 50 and 65 of Sheet no. 94 and Chalta no. 94 and Chalta no. 45 to 49 of Sheet no. 95, now bearing new survey Chalta no.71 of P.T. Sheet no.94 of City Survey of Vasco situated at Vaddem, Vasco da Gama, Goa, within the limits of

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Mormugao Municipal Council, Taluka and Sub District of Mormugao, District of South Goa, Goa, mentioned in Schedule-I hereinbelow, to the male Owner, Dr. Pedro A.F. Bravo da Costa alias Pedro Bravo Costa alias Pedro Antonio Fernandes Bravo Da Costason of Mr. Jaime Bravo da Costa alias Mr. Jaime Dcosta, resident of Vasco da Gama, Goa, duly registered before the sub Registrar of Mormugao under registered no. 255 at pages 96 to 100 of Book No. I, Vol. no. 44 dated 31/10/1979.

AND WHEREAS the DEVELOPER has approached the OWNERS with a proposal to develop and sell the SAID PROPERTY in lieu of built up area mentioned in Schedule-II and the OWNERS have agreed to permit the DEVELOPER to develop the SAID PROPERTY more particularly described in Schedule –I hereunder written.

**AND WHEREAS** the DEVELOPER has drawn up plans for a development scheme, comprising of a multi storied building project to be constructed on the SAID PROPERTY.

# AND WHEREAS the OWNERS have represented to the DEVELOPER:

- (a) That the OWNERS are the absolute OWNERS of the SAID PROPERTY more particularly described in Schedule I herein, as aforesaid and is totally free from tenancy and have good marketable and subsisting title to and possession over the SAID PROPERTY and none others have any right, title, interest and share thereto or therein,
- (b) That the SAID PROPERTY is not subject to any litigation, attachments by courts or acquisition proceedings of any kind,
- (c) That there are no claims, mortgages, charges or Lien or encumbrances on the SAID PROPERTY,
- (d) That the SAID PROPERTY is not a land in respect of which there is prohibition as regards sale and that there is no bar or prohibition to

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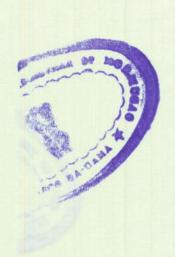
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develop, acquire, hold or to sell the SAID PROPERTY under any laws for the time being force,

- (e) That there are no pending proceedings in any court or forum concerning to the SAID PROPERTY.
- (f) That the SAID PROPERTY is absolutely free from all or any encumbrances whatsoever which is being zoned under settlement area and that the DEVELOPER shall hold the SAID PROPERTY freely, clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the OWNERS, well and sufficiently saved, defended, kept harmless and indemnified, including any development/ improvement/ construction made in the SAID PROPERTY, from and against all the former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned and suffered by the OWNERS or by any other person or persons claiming by, from, under or in trust for the OWNERS.

AND WHEREAS based on the aforesaid representation of the OWNERS, the DEVELOPER has agreed to develop the SAID PROPERTY more particularly described in Schedule -I, entirely at his by constructing expenses Commercial/Residential complex (hereinafter referred to as the New Building Complex) utilizing the maximum permissible FAR as per the prevailing Building Byelaws and to deliver to the OWNERS in the New Building Complex the flats/ shops/ premises ordered by the OWNERS to construct for them and described at Schedule-II, as allocation to the OWNERS (hereinafter collectively referred to as 'OWNERS' Allocation') and the OWNERS have jointly and severally agreed to convey and transfer proportionate undivided share, and interest in the SAID PROPERTY corresponding to the DEVELOPER's constructed super built-up area (hereinafter referred to as 'DEVELOPER's Allocation') to the DEVELOPER or any of his nominee or nominees with whom the DEVELOPER would enter into Agreement or



Agreements for sale of the flat or flats or premises, whether residential or commercial, to be constructed in the New Building Complex.

AND WHEREAS the OWNERS have accepted the proposal of Development and Sale of the SAID PROPERTY more particularly described in Schedule –I hereunder written on the terms, conditions and stipulations as set out herein below.

# NOW THEREFORE THIS AGREEMENT WITHNESSESS AS UNDER:

#### 1. CONSIDERATION:



- a) That in consideration for Development and Sale of the SAID PROPERTY described in Schedule-I and the Owners' Allocation described in Schedule-II herein, at the cost of DEVELOPER, the OWNERS hereby grant exclusive right to the DEVELOPER to undertake the Development and Construction in the SAID PROPERTY in accordance with the plan approved by concerned authorities and the DEVELOPER is put in possession the SAID PROPERTY for Construction and Development.
- b) Further in consideration for Development and Sale of the SAID PROPERTY, the OWNERS grant right to the DEVELOPER to undertake the Development and Construction in the SAID PROPERTY mentioned in Schedule-I in accordance with the plan approved by concerned authorities and the DEVELOPER is put in possession the SAID PROPERTY for construction and development. Further, the DEVELOPER is permitted to enter the SAID PROPERTY for the limited purpose of Development and Construction. The possession of the SAID PROPERTY is retained with the OWNERS, which will be handed over as when the Owner's Allocation, as described in Schedule-II, is constructed and handed over to the OWNERS.

#### 2. OWNERSHIP RIGHT ON PROPERTY:

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The OWNERS shall own in the SAID PROPERTY, proportionate undivided share corresponding to their constructed super built-up areas in the OWNERS' Allocation as mentioned in Schedule II herein.

### 3. LICENCES, APPROVALS, PLANS, ETC.:

- a) The DEVELOPER will seek and obtain in the name of the OWNERS all such permissions, approvals, licences, No Objection Certificates, etc., as may be necessary for the construction of Building Complex on the SAID PROPERTY, from the concerned Planning Mormugao the including authorities, Development Authority and the Mormugao Municipal Council. The OWNERS shall, in this regard and for this purpose, sign all such papers as necessary and fully co-operate with the DEVELOPER.
- b) The DEVELOPER will further seek in the name of the OWNERS the approval of the plan of the New Building Complex to be constructed by the DEVELOPER, utilizing the FAR as available presently and if any additional FAR is permissible in future as per the bye laws, then in force, it shall be for the benefit of the DEVELOPER and the OWNERS in the ratio 60:40, wherein 60% would be for the DEVELOPER and 40% would be for the OWNERS.
- c) Simultaneous with the execution of this Agreement, the OWNERS shall sign all such papers and documents as may be necessary to obtain licences, permissions, certificates, mutations, etc. for the development of the SAID PROPERTY.

#### 4. APPOINTMENT OF ARCHITECTS, CONTRACTORS, ENGINEERS, ETC. AND PURCHASE OF MATERIALS:

The DEVELOPER shall be entitled to engage at his cost architects, contractors, engineers, supervisors, laborers, workmen as required for the development works on the SAID PROPERTY in terms of this Agreement. The DEVELOPER shall at his own costs and expenses, mobilize work force or cause the mobilization of the work force, as necessary to carry out the development on the SAID PROPERTY in terms of this Agreement. The DEVELOPER shall bear all cost of

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construction materials and alone shall be liable for the payment of wages, salaries, etc., including loan if any, to all those employed by him in connection with the said development works.

## 5. COMMENCEMENT OF DEVELOPMENT/CONSTRUCTION:

- a) The DEVELOPER shall commence the development work on the SAID PROPERTY within one month from the date of obtaining all approval of the plans of the New Building Complex and all other statutory clearance and issuance of construction licences, permissions, Goa RERA registration, etc. from the concerned authorities.
- b) The DEVELOPER shall have the sole discretion in designing of the New Building Complex in consultation with the OWNERS, the selection of men, construction materials, machinery, method of construction, equipment to be used for construction and other related techniques of construction, etc. and the OWNERS shall not interfere with the same in any manner whatsoever.
- c) The DEVELOPER shall use in the construction of the New Building Complex, the best quality materials as per specifications set out in Schedule-III hereunder written.
- d)The OWNERS shall extend full co-operation to the DEVELOPER to complete the work of development of the New Building Complex.
- e) That the DEVELOPER shall be authorized in the name of the OWNERS in so far as is necessary to apply for and obtain temporary or/and permanent connections of electricity, water, drainage, sewerage and/or other facilities if any required for the construction of the flats/shop for the New Building Complex as mentioned herein at the cost of the DEVELOPER.
- f) That as long as the DEVELOPER continues to perform his obligations under this Agreement, the OWNERS shall not do any Act, Deed or thing, whereby the DEVELOPER shall be prevented from constructing and completing the New Building Complex as mentioned herein, subject to conditions being met

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as described in clause 6(a), 6(b) and 6(c) mentioned herein below.

# 6. COMPLETION OF THE NEW BUILDING COMPLEX:

- (a) It is mutually agreed between the parties hereto that the DEVELOPER shall complete the construction and hand over possession of the "OWNERS' Allocation" in the New Building Complex described in Schedule-II in all respects within a period of 36 months from the date of obtaining all approval of the plans of the New Building Complex and all other statutory clearance and issuance of construction licences, permissions, Goa RERA registration, etc. from the concerned authorities.
- (b) The DEVELOPER shall be entitled to the grace period of eight months to complete the construction of the New Building Complex incase the DEVELOPER intimates the OWNERS the need of such grace period of extension of time for completing the construction of the New Building Complex in the event of unavoidable circumstances being Force Majeure which are beyond the control of the DEVELOPER. The DEVELOPER shall intimate the OWNERS in writing of such eventuality and estimated time by way of extension of time to complete the construction of the New Building Complex within the said grace period of eight months set in this clause hereinabove.
- (c) In case of delay in giving possession of the OWNERS' Allocation as mentioned in the Schedule-II hereunder, beyond the period of eight months as mentioned hereinabove, then the DEVELOPER shall pay to the OWNERS an amount of Rs. 8,000/- (Rupees Eight Thousand Only) per Flat/ premises per month for a period from the scheduled due date of delivery as mentioned above at Clauses 6(a) and 6(b) till the actual delivery of possession of the OWNERS' Allocation.
- (d) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the Force Majeure condition i.e. Flood, Earthquake, Riots, War, Storm,

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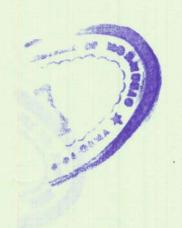
Tempest, Civil Commotion, General Strike or may other Act of God, construction material not available or water connection not allotted.

- (e) On satisfactory completion and handing over possession of the OWNERS' Allocation of Flats/premises as mentioned in the Schedule-II hereunder, the DEVELOPER assures a warranty for a period of 5 years from the date of possession against defects due to faulty workmanship, faulty waterproofing works of the toilet/bathroom area in the ceiling or flooring of said OWNERS' Allocation of Flats/premises and a warranty for a period of 1 years from the date of possession of Owner's Allocation of Flats/premises towards Sanitary Fixtures, CP Fittings and Electrical Wirings. Minor/ Fine cracks on the wall shall not be construed as faulty workmanship.
- (f) That in case the OWNERS desire any change, alteration, modification or addition to the layout of the premises allotted to them and/or specifications as described in Schedule-III herein, and such change, alteration, modification or addition is permissible under the law as also under the building rules and regulations in force, the DEVELOPER may execute such works entirely at his discretion provided always to what has been stated hereinabove and the OWNERS pay to the DEVELOPER the extra cost involved including supervisory cost of execution of such works.

# 7. ENTITLEMENT OF CONSTRUCTED AREAS IN THE NEW BUILDING COMPLEX:

- a) The remaining proportionate area in land and constructed portions/premises in the SAID PROPERTY, after the allocation to the OWNERS, shall belong to the DEVELOPER and this remaining proportionate area in land and constructed portions/premises shall herein be referred to as 'DEVELOPER's Allocation'.
- b) The OWNERS are entitled to the constructed super built up area in the New Building Complex as fully set out and mentioned

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and described in the Schedule-II hereunder written (hereinafter and hereinbefore collectively referred to as the "OWNERS' Allocation"), in consideration of the OWNERS agreeing to convey and transfer the proportionate undivided share and interest in the SAID PROPERTY corresponding to the DEVELOPER's constructed super built up area along with such constructed area (hereinafter and hereinbefore referred to the as the "DEVELOPER's Allocation"), the DEVELOPER being entitled to own, enjoy, retain, lease, mortgage, gift or dispose of in any manner whatsoever as he deems fit the DEVELOPER's premises or any part or parts thereof.

- c) The OWNERS and DEVELOPER shall be entitled to their respective share of allocation in the disposal of the respective allocation/property and shall have exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the other and the parties shall not in any way interfere or disturb with the quiet and peaceful possession of the other.
- d) The DEVELOPER upon delivering the possession of the OWNERS' Allocation as described in Schedule-II to the OWNERS, the DEVELOPER and/ or his nominees shall be entitled to own, possess and enjoy the DEVELOPER's Allocation, namely all the remaining part or portion of the constructed area in the New Building Complex to be constructed by the DEVELOPER along with the corresponding undivided share and interest in the SAID PROPERTY and common right and interest in the Terrace Area, Garden Area, Common Area, Lifts, Staircases and common facilities provided in the New Building Complex.
- e) The respective parties shall alone be entitled to the proceeds of their shares as stipulated herein and shall be liable and responsible for the payment of statutory dues in respect thereof.
- f) The DEVELOPER shall not hand over the possession of the DEVELOPER's Allocation to any third party, persons to any

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third party, persons/assigns/nominees without first handing over complete possession of the "OWNERS' Allocation" as stipulated at Schedule-II here below.

g) That upon the construction and completion of the New Building Complex to be built and completed for the OWNERS as mentioned at Schedule-II, the DEVELOPER shall give 30 days notice to take delivery of the possession of the said premises by the OWNERS and if possession of the said premises are not taken by the OWNERS within the said period, then it shall always be deemed that the DEVELOPER has already delivered the possession of the OWNERS' premises, as per the OWNERS' Allocation in Schedule-II, to the OWNERS on the date of expiry contained in the said notice. If it is found that the said allocation of flats/premises as mentioned at Schedule-II are not in accordance to the specifications mentioned at Schedule-III then the OWNERS shall notify the DEVELOPER within the said 30 days. The DEVELOPER thereafter shall rectify all the short comings and once again call upon the OWNERS to in respect the said premises within a period of not more than 14 days to register their satisfaction. Only after the OWNERS have registered their satisfaction that the OWNERS' Allocation is as per the specifications and free from defects, then only will the OWNERS' Allocation mentioned in Schedule-II hereunder will be deemed for all purposes herein as ready to be taken possession by the OWNERS.



### 8. BORROWING/ LOANS:

The DEVELOPER shall be entitled to secure loan or financial facilities from any banks or financial institutions for the Development of SAID PROPERTY against the security of the DEVELOPER's undivided share and interest in the SAID PROPERTY and the DEVELOPER's Allocation, provided always that the OWNERS shall not be liable for such borrowings by the DEVELOPER and / or repayment of the principal amount and the interest thereon and that it shall be the sole responsibility of the DEVELOPER to discharge the obligation in this

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regard and the DEVELOPER shall indemnify the OWNERS fully in the event of there being any claim against the OWNERS.

# 9. INDEMNIFICATION

- a) The DEVELOPER shall indemnify and keep indemnified the OWNERS against any losses, liabilities, cost or claims, actions or proceedings that may arise against them or the OWNERS' Allocation as described in Schedule-II by reason of failure or negligence on the part of the DEVELOPER to discharge the liabilities / obligation under this Agreement or under any agreement the DEVELOPER might have entered or may enter into with the third parties on the strength of or by virtue of this Agreement. The DEVELOPER shall be solely and fully liable and responsible to the Mormugao Planning and Development Authority, Mormugao Municipal Council and other authorities in so far as the compliance of all statutory requirements in relation to the construction of the New Building Complex and the terms of the agreements he might have entered into or may enter into with third parties, is concerned.
  - b) That in so far as necessary, all dealings by the DEVELOPER in respect of the project, including agreements for sale or transfer concerning DEVELOPER's Allocation shall be dealt by the DEVELOPERPROVIDED HOWEVER that the same shall not create any financial or any other liability upon the OWNERS in any manner whatsoever and that the DEVELOPER shall indemnify and keep indemnified the OWNERS against any such liability.
    - c) Similarly the OWNERS shall indemnify and keep indemnified the DEVELOPER and any one claiming through the DEVELOPER, against any losses, claims, damages, proceedings, actions that may arise or that may be faced by the DEVELOPER and any one claiming through him, by reason of failure or negligence on the part of the OWNERS to discharge the liabilities/obligations under this Agreement or due to the defect in the title of the OWNERS in the SAID PROPERTY or the

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OWNERS failure to keep the title to the SAID PROPERTY marketable.

- d) That neither party shall use or permit to be used, the respective allocation or any neither portion thereof for carrying on any illegal, immoral trade or activity nor use the same for any purpose which may cause any nuisance and annoyance or hazard to the prospective purchaser/occupiers.
- e) The OWNERS shall do execute or cause to be done or execute all such deeds matters and things herein specified as may be required to be done by the DEVELOPER for which the DEVELOPER may need the authority of the OWNERS required for the purpose PROVIDED THAT all such acts, deeds matters and things shall not in any way infringe on the rights of the OWNERS and/or go against the spirit of these presents.
  - The DEVELOPER shall indemnify and keep indemnified the OWNERS against any payments against House Tax bills, Electricity bills, PWD Water and Sewerage bills that may arise after giving possession to the prospective purchasers of the DEVELOPER's Allocation.

# 10. NAME OF THE NEW BUILDING COMPLEX:

The name of the New Building Complex shall be "Parque dos Princípes by Mohidin" as mutually agreed between the parties hereto.

# 11. MODIFICATION OF APPROVED PLAN:

The DEVELOPER shall be entitled to modify the approved plan, in consultation with the OWNERS, as he deems fit, provided the modifications are within or as per the provisions of the approved scheme laid down by the concerned authority or authorities, provided further that such modifications shall not, in any way, adversely affect the OWNERS' rights and interest under this Agreement.

### 12. DEVELOPER'S POWER TO SELL:

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On or after the execution of these presents, the DEVELOPER shall be entitled, on his own account, to negotiate and/ or agree to sell, on

ownership basis or otherwise, the flats or premises in the New Building Complex to be built by the DEVELOPER on the SAID PROPERTY(save and except the OWNERS' Allocation as per Schedule-II) to any prospective purchasers, for such price and on such terms and conditions as may be agreed upon, between him and such prospective purchasers and for that purpose to enter into on his own behalf and responsibility agreements or letters of allotment or such other writings or documents in his own name. It shall be the obligation of the DEVELOPER alone to comply with and carry out the agreements or letters of allotments made with the respective person or party. It is also agreed that the DEVELOPER shall be entitled to receive and retain with him all the moneys from the persons and/ or parties to whom the said premises or flats (save and except the OWNERS' Allocation as per Schedule-II) are agreed to be sold or allotted or are sold or allotted, as the case may be, in the New Building Complex to be constructed by the DEVELOPER on the SAID PROPERTY and to appropriate the same in such manner as the DEVELOPER may deem fit. All the moneys which shall be received by the DEVELOPER from such persons and/or parties shall exclusively belong to the DEVELOPER and will be received by him on his own account. The OWNERS shall have no objection of whatsoever nature towards for sale of flats, shops and offices, if any, to any prospective purchaser by the DEVELOPER save and except the flats allotted to the OWNERS so clearly mentioned in Schedule-II hereunder.

### 13. COSTS OF DEVELOPMENT:

That the DEVELOPER shall at their own cost and expenses and without creating any financial or other liabilities on the OWNERS, construct and complete the New Building Complex in accordance with the sanctioned building plans and any amendment thereto or modifications thereof.

14. THE OWNERS DO HEREBY COVENANTS WITH THE DEVELOPER:

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- a) Not to cause any interference or hindrance in the construction/completion of the Multi Storey Commercial/Residential complex referred to as New Building Complex, to be constructed at the SAID PROPERTY by the DEVELOPER.
- b) Not to let out, lease, sell, mortgage and/or create a charge on the SAID PROPERTY mentioned in Schedule-I or any portion thereof.

# 15. THE DEVELOPER HEREBY FURTHER AGREES WITH THE OWNERS:

- a) Not to violate or contravene any of the provisions or rules/bylaws applicable to construction of the New Building Complex.
- b) Not to do any act or deed or thing whereby the OWNERS are prevented for enjoying, selling and assigning and/or disposing any of the OWNERS' Allocation as described in Schedule-II hereunder.
- c) To keep the OWNERS indemnified against any claims, liabilities, penalties and actions arising out of any act of omission or commission on the part of the DEVELOPER in relation to the construction of the New Building Complex.

# 16. FORMATION OF CO -OP HOUSING SOCIETY:

The DEVELOPER shall form a Co-operative Housing Society for the purpose of maintenance and over all upkeep of the New Building Complex and/or the staircase, terraces, parking spaces, lifts., garages, common electricity and water connections, open spaces and for providing common facilities and amenities for the flats or the OWNERS premises in the New Building Complex, the OWNERS shall join as members thereof and bear and pay proportionate charges, outgoings and expenses incurred or spent in connection therewith and after the formation of the Housing Co-operative Society, the DEVELOPER shall convey, transfer the entire property described at Schedule-I in favour of the Housing Co-operative Society without reserving for the OWNERS any undivided share in the SAID

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PROPERTY. The DEVELOPER alone shall be responsible for formation of Housing Co-operative Society and the conveyance of title of the SAID PROPERTY as mentioned at Schedule-I in favour of the Housing Co-operative Society. The DEVELOPER shall enable to form and convey the SAID PROPERTY mentioned in Schedule-I herein to the Co-operative Housing Society within a period of 18 months from handing over the OWNERS' ALLOCATION.

# 17. STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and registration charges in respect of the deed or deeds of conveyance or sale of the proportionate share in the SAID PROPERTY in favour of the DEVELOPER or his nominee or nominees including a Cooperative Society to be formed at the instance of the DEVELOPER in this regard, shall be borne and paid by the DEVELOPER and /or his nominee or nominees.

The stamp duty and registration charges in respect of the deed or deeds of conveyance or sale of OWNERS' Allocation as specified in the Schedule-II in favour of the OWNERS or their nominee or nominees including a Cooperative Society to be formed at the instance of the DEVELOPER in this regard, shall be borne and paid by the OWNERS and /or their nominee or nominees.

### 18. POWER OF ATTORNEY:

a) The OWNERS shall, execute an Irrevocable Power of Attorney in favour of the DEVELOPER, in relation to or in respect of the SAID PROPERTY, authorizing him, on behalf of the OWNERS, to do all lawful acts, deeds, matters and things pertaining to the development of the SAID PROPERTY and/or construction of the New Building Complex, represent them before the Government and local authorities, including Village Panchayat, Mormugao Municipal Council, Mormugao Planning & Development Authority or any other authorities appointed under the Goa Municipalities Act 1963, Goa Town and Country Planning Act 1974, Goa Land Revenue Code 1968, or any other

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law, and before any courts, and to sign, execute or verify all letters, applications including applications for conversion sanad, water, sewerage and electricity connections to the New Building Complex mentioned herein, applications for construction licences and/or development permission and application or petitions, documents, affidavits, declarations, statements and other papers in relation to the SAID PROPERTY and /or the New Building Complex to be constructed on the SAID PROPERTY more particularly described in Schedule-I herein and to sign and execute agreement or agreements for the sale of the flats or premises comprised in the DEVELOPER's premises and to sell the same and sign and execute deed or deeds of sale in respect thereof and to receive and collect money or price on his own account in respect of or pertaining to the sales thereof.

b) It is clearly understood and agreed by the parties hereto that all acts done in pursuance of the Power of Attorney shall be solely and entirely borne by the DEVELOPER.

# 19. PAYMENT OF TAXES AND MAINTENANCE OF THE PREMISES:

- a) The OWNERS shall, if and as applicable, be liable to pay Service Tax, VAT, GST, Infrastructure Tax, Electricity Infrastructure & Connection Charges, Water& Sewerage Connection Charges, House Tax Registration Charges and other Taxes and Levies and Legal Charges towards Conveyance, in respect of premises/flats of OWNERS' Allocation described in Schedule-II hereunder and the DEVELOPER shall be liable to pay such taxes and levies in respect of the DEVELOPER's Allocation.
- b) The OWNERS and the DEVELOPER or any one claiming through them shall, from the date of completion of the construction of the New Building Complex maintain their respective portions of the premises, in the New Building Complex, at their own cost in good condition and shall not do or suffer to be done anything in or to their respective premises and

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/ or common areas, passages, lift or the common utilities and facilities provided to the New Building Complex which may be against law or which may cause obstruction or interference to the users of such common areas, passages, facilities etc.

# 20. BREACH AND CONSEQUENCES:

In the event of the breach of terms and conditions of the Agreement by one of the parties, the other party shall be entitled to terminate the Agreement and thereupon they shall be entitled to recover all losses, damages and expenses incurred as a consequence of such breach, from the party committing such breach. This shall be without prejudice to the right of the parties to enforce the specific performance of the contract.

# 21. SERVICE OF NOTICE TO PARTIES:

Any notice required to be given by either or the parties to either shall without prejudice to any other mode of service liable be deemed to have been served if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the below address:

## a) Address of the OWNERS:

H.No. 169/A(1), Solar Bravo Da Costa, Near Pai Hospital, Vaddem, Vasco Da Gama, Goa, 403802

Email id:

### b) Address of the DEVELOPER:

Mohidin Properties & Holdings,

O-1, 1st Floor, Commerce Centre, Next to Old Bus Stand,

Vasco da Gama, Goa- 403802

Ph: 0832-2514755,

Email ID:

22. HEADINGS:

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The Headings of the clauses of the Agreement are inserted for the sake of convenience of reference only and are not intended to be part of the Agreement nor they affect the true meaning, intent or interpretation of this Agreement.

### 23. VALUTION OF SAID PROPERTY:

The value of the SAID PROPERTY is **Rs. 2,00,00,000/-** (Rupees Two Crore Only) for the purpose of stamp duty.

24. That the land under transaction is non agricultural and that the parties under this Agreement own the responsibility for the said averment which is within the FEMA/RBI Guideline.



#### SCHEDULE -I

### (Description of the SAID PROPERTY)

ALL THAT Plot described as "Plot No. 4" totally admeasuring an area of 826 square meters, which by itself is part and parcel of the rustic property known as "MARINHA GRANDE" or "CASANA GRANDE" and "VALADO NA MARINHA GRANDE" known as "SINOICHO AGOR", "LOCUMINICHO AGOR", "GAUNCHO AGOR" and "CHALO AGOR", surveyed under Chalta No.71 of P.T. Sheet No. 94 of City Survey of Vasco, situated at Vaddem, Vasco da Gama, Goa, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, District of South Goa, Goa, described in the Land Registration of Salcete (Conservatoria do Registo Predial de Salcete)under No. 32,771 at pages 111 in the Book No. B-84 of New Series and enrolled in the Taluka Revenue Office under Matriz Certificate bearing Matriz Nos. 292, 293, 294 and 295 under the name 'CASANA DE MARINHA GRANDE" 1st, 2nd and 3rd Plots (adicoes) and 'VALADO DE MARINHA'andbounded;

On the North: By the Lake

On the South: By the road which goes from Vasco Da Gama to Cortalim

200 Block

On the East: By Plot No.1 and Plot No. 2

On the West: By Plot No. 5

# The property as per the present survey plan is bounded as under:

On the North: by Chalta no. 47 & Chalta no. 50 of PT Sheet no. 94 of Vasco City Survey

On the East: by Chalta no. 36 & Chalta no. 44 of PT Sheet no. 95 of Vasco City Survey

On the West: By 20 Meter wide ODP road

On the South: by Chalta no. 88 & Chalta no. 89 of PT Sheet no. 94 of Vasco City Survey



### (Description of the "OWNERS' Allocation" of premises)

All that Shop &Flats bearing numbers, Floors and Areas as detailed below to be constructed in the New Building Complex "Parque dos Princípes by Mohidin" along with 8 car parking spaces on the Ground Floor of the New Building Complex to be constructed on the SAID PROPERTY together with undivided share and interest in the SAID PROPERTY proportionate to the constructed super built up area of the said two.

Sr. No.	Description	Floor	Super built up area (sq.mtrs.)
1	Shop 1	Ground Floor	46.37
2	Flat 101	1st Floor	135.94
3	Flat 102	1st Floor	132.10
4	Flat 103	1st Floor	143.35
5	Flat 401	4th Floor	132.62
6	Flat 402	4th Floor	132.10
7	Flat 403	4th Floor	135.27
8	Flat 501	5th Floor	135.94
9	Flat 502	5th Floor	132.10
		TOTAL	1125.79

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#### SCHEDULE-III

### (Design and Specification of the New Building Complex to be built on the SAID PROPERTY)

### Fixtures, fittings and amenities

#### 1. STRUCTURE:

The building shall have R.C.C. framed structure, as approved by the concerned authorities. The internal walls shall be constructed in 10 cm thick masonry and/or 15 cms masonry, wherever necessary. External walls shall be constructed in 20 cm thick masonry and/or 23 cms masonry, wherever necessary

#### 2. PLASTER:

External plaster shall be done in double coat sand faced cement plaster.

Internal plaster shall be plastered with single coat cement or gypsum plaster

#### 3. DOORS & WINDOWS:

#### a) DOORS

All doors framed shall be size 2.5 x 4". Main door frame shall be of teak wood or Galvanised Iron (GI) and shall be fitted with 1 aldrop, 1 eye hole, 1 door handle and 1 night latch. The main door shall be veneered and polished flush shutter or as per GI finishes. Internal doors frames shall be of salwood/mattiwood or any other hard wood or as per GI finishes. Internal doors shall be marine quality flush doors or GI. Each bedroom doors shall be fitted with lock-cum-handle. Finishing of internal doors shall be laminated or polished or oil painted, as necessary (not applicable for fiberglass or GI doors which are prefinished).

### b)WINDOWS:

Windows shall be of 2/3 track (as per size of window opening) powder coated aluminum or UPVC with sliding shutters and 5 mm thick glass panels with rubber beading. Ventilators in toilet/bath shall also be in similar frame with fixed glass panel immediately above sill and movable glass louvers above.

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#### 4. FLOORING:

All flooring of rooms and balconies (except toilets/baths) shall be finished with vitrified tiles shall be provided in light shades, laid on cement mortar bedding. Size and design of tiles to be decided by the DEVELOPER at the relevant time.

### 5. TOILET CUM BATHROOM (each)

- a) Flooring shall be provided in anti skid ceramic tiles. Dado shall be provided uptoceiling height in matching coloured glazed ceramic tiles.
- b) Sanitary ware (Cera or Equivalent) shall be provided in white shades. One European commode shall be provided.
- c) Doors shall be of flush doors or fiber glass or GI or similar type. Concealed plumbing with necessary plumbing fixtures.
- d) Plumbing arrangement with mixer for hot &cold water shower rose shall be provided. CP fittings of Jaquar or equivalent will be provided.

### 6. KITCHEN:

- a) Platform of polished black granite, in straight or L-shape (as per Architect's design) not exceeding 10 feet, shall be provided. The Platform shall be supported on kadappa slabs. One single bowl stainless steel kitchen sink and sink cock shall be provided.
- b) Dado above kitchen platform shall be provided upto height of 60 cms in ceramic tiles.

#### 7. ELECTRICALS:

There shall be modular type switches and sockets (Legrand or equivalent) in the apartment, with copper wiring (Finolex or equivalent). Individual electrical meters (supplied by the Electricity Dept.) and electrical points for each apartment shall be provided as per list below. Points listed are provided as per the DEVELOPER's plans. Re-positioning as per the OWNERS's requirements may entail separate costs.







- a) Living cum Dining: 4 nos light points, 2 nos fan and 5-amp points, 1 no bell point no T.V. point, 1 no 15 amp point.
- b) **Kitchen:** 1 no light point, 1 no ceiling or exhaust fan point, 2 nos 5-amppoint, 2nos 15-amp point.
- c) **Bedroom (each)**: 2 nos light point, 1 no fan point, 1 no 5-amp point, 1 no A/C point
- d) Toilet/Bath (each): 2 no light point, 2 no 5 amp point, 1 no exhaust fan point, 1 no 15-amp point
- e) Balcony (Each): 1 no light point
- f) External staircase: 1 no light point on each landing

(Fittings such as tube lights, fans, etc. shall NOT be provided by the DEVELOPER)

#### 8. PAINTING:

All external surface of the building shall be finished with anti fungal/cement based exterior paint. Internal walls of the common staircase shall be provided with oil bound distemper. Internal walls of the apartment in all rooms shall be finished with one coat of cement primer and lambi. Final painting of all wall surfaces in two coats of pastel colour acrylic distemper. The ceiling of all rooms shall be finished in white acrylic distemper/oil bound distemper.

## 9. WATER SUPPLY, PLUMBING & DRAINAGE:

Water supply shall be provided by Public Work Department, Government of Goa through a common meter, along with underground sump of 20000 liters capacity, overhead tank of 10000 liters capacity and firefighting overhead tank of 25000 liters capacity along with a water pumping system.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date, month and year first hereinabove written in the presence of attesting witnesses.



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### SIGNED & DELIVERED BY

The within named "OWNERS"

1. DR. PEDRO A.F. BRAVO DA COSTA alias PEDRO BRAVO DCOSTA alias PEDRO ANTONIO FERNANDES BRAVO DA COSTA

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2. MRS. IVONE BRAGANCA ECOSTA alias MARIA MADALENA IVONE BRAGANCA E COSTA

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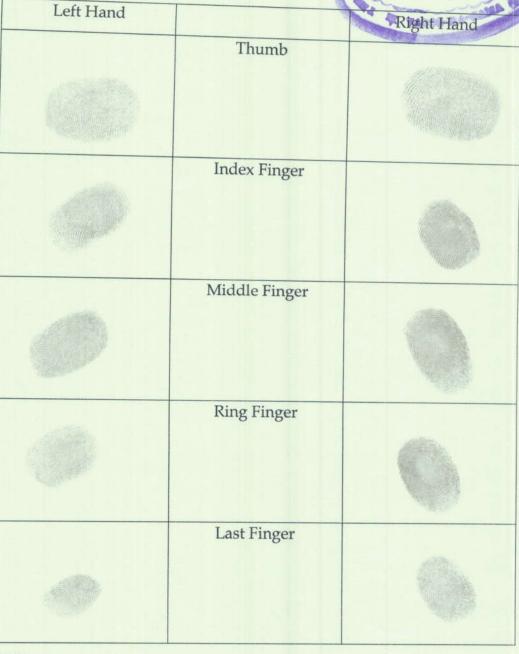
# SIGNED & DELIVERED BY

The within named "DEVELOPER" and Proprietor of

M/S. MOHIDIN PROPERTIES AND HOLDINGS

MR. AVEZ AZIM SHAIKH





Witnesseses:

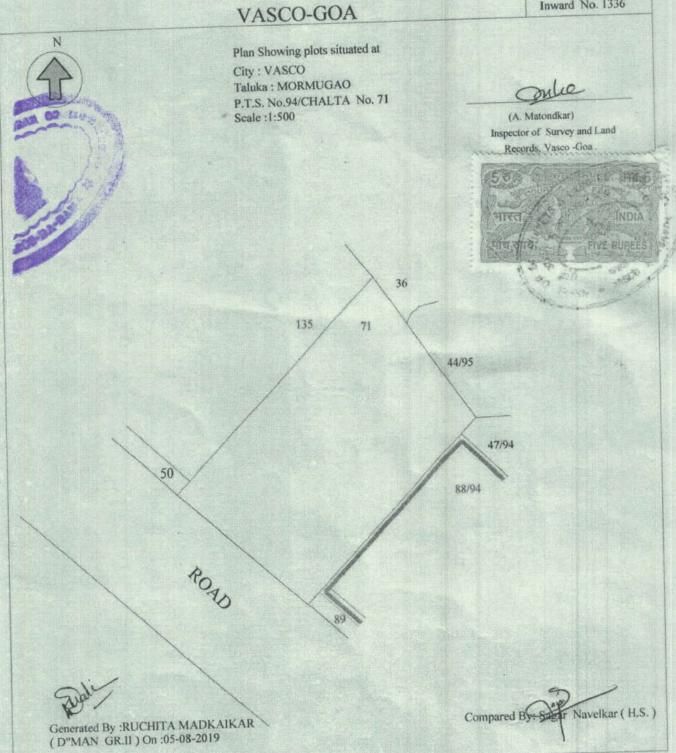
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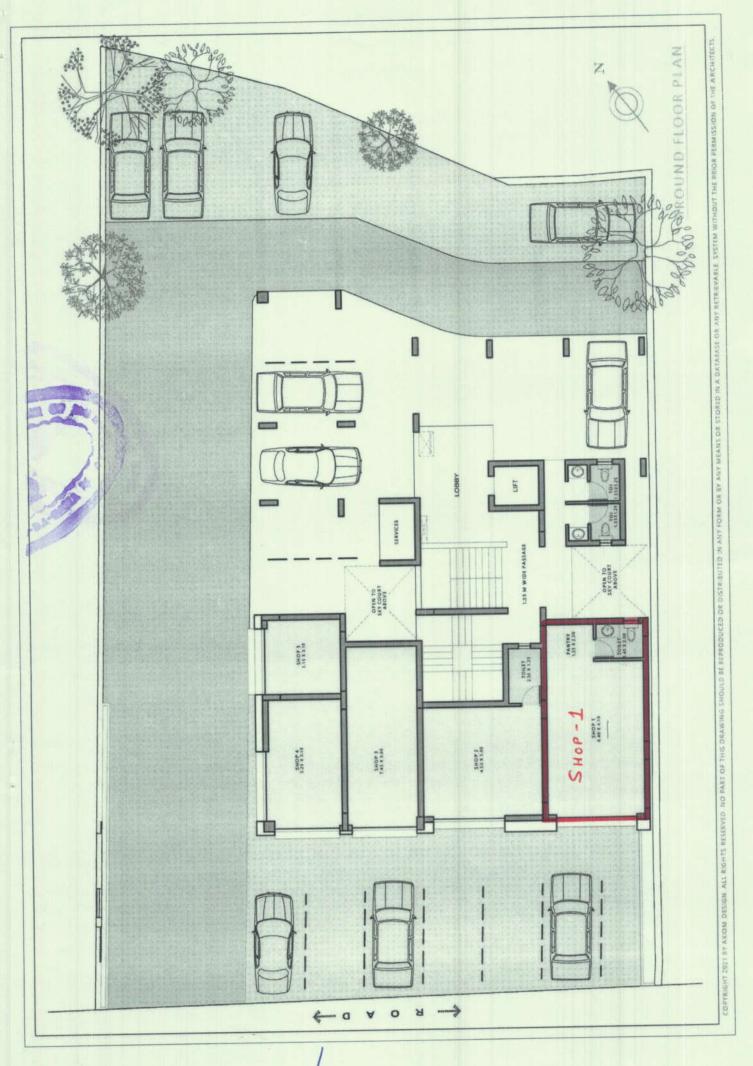
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Directorate of Settlement and Land Records Directorate of Settlement and Land Records

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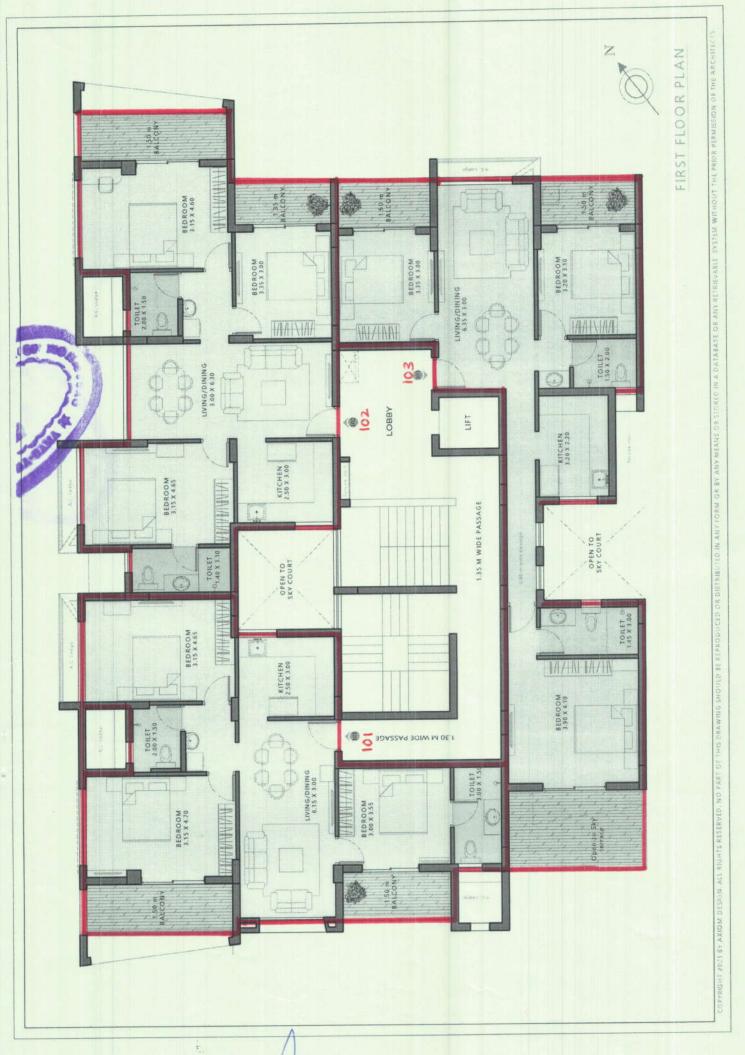
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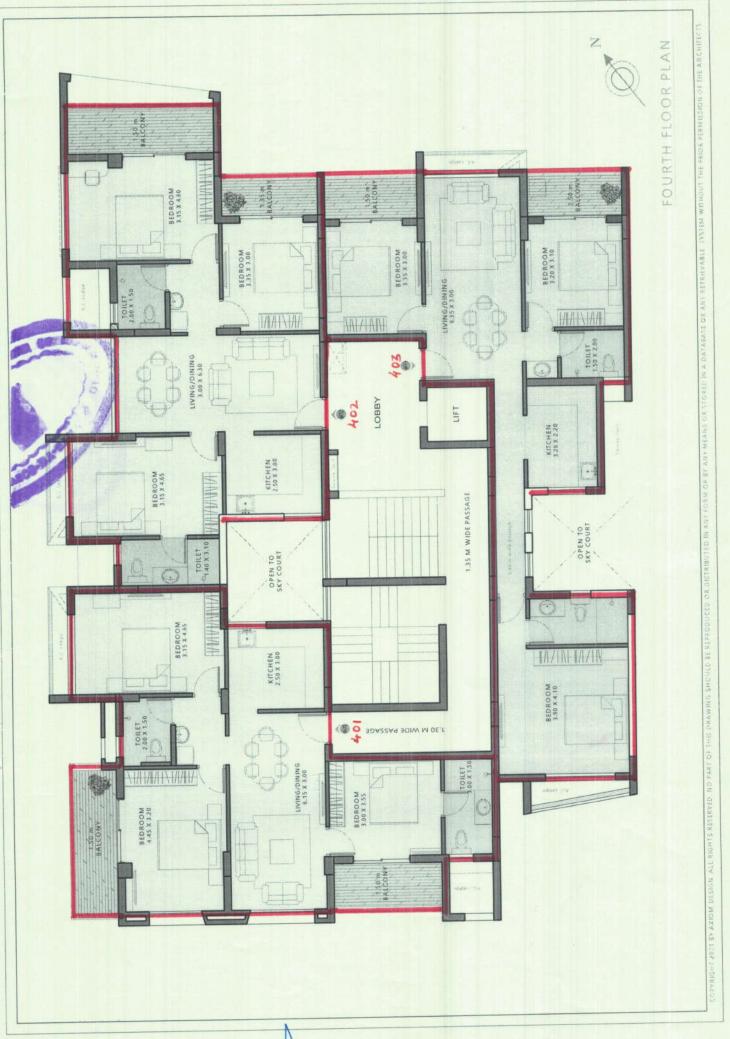
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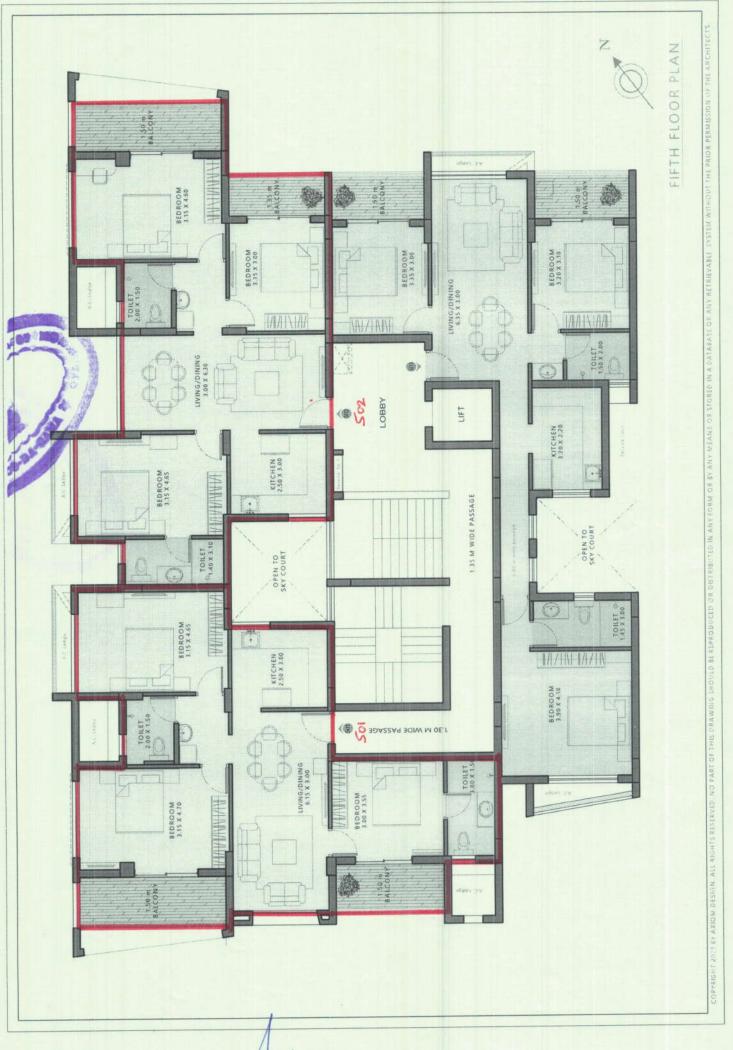
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### **Government of Goa**

### **Document Registration Summary 2**

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

Print Date & Time : - 11-Aug-2021 10:13:26 am

Document Serial Number :- 2021-MOR-1221

Presented at 09:53:04 am on 11-Aug-2021 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	580000
2	Registration Fee	600000
3	Processing Fee	800
	Total	1180800

Stamp Duty Required :580000/-

Stamp Duty Paid: 580000/-

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Avez Azim Shaikh ,Father Name: Abdul Azim Shaikh Mohidin, Age: 42,  Marital Status: Married ,Gender: Male, Occupation: Business, Address1 - H.No.650, Mohidin Villa, Airport Road, Near Chicalim Park, Chicalim, Goa, 403711, Address2 - ,  PAN No.:			Any

#### Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Pedro A F Bravo Da Costa Alias Pedro Bravo Dcosta Alias Pedro Antonio Fernandes Bravo Da Costa, Father Name: Jaime Bravo Da Costa Alias Jaime Dcosta, Age: 77, Marital Status: Married, Gender: Male, Occupation: Doctor, H.No.169IA(1), Solar Bravo Da Costa, Near Pai Hospital, Vaddem, Vasco Da Gama, Goa, 403802, PAN No.:			edy
2	Ivone Braganca Ecosta Alias Maria Madalena Ivone Braganca E Costa, Father Name: M T E Braganca, Age: 77, Marital Status: Married, Gender: Female, Occupation: Housewife, H.No. 169IA(1), Solar Bravo Da Costa, Near Pai Hospital, Vaddem, Vasco Da Gama, Goa, 403802, PAN No.:			Mesta
3	Avez Azim Shaikh , Father Name: Abdul Azim Shaikh Mohidin, Age: 42,  Marital Status: Married , Gender: Male, Occupation: Business, H.No.650, Mohidin Villa, Airport Road, Near Chicalim Park, Chicalim, Goa, 403711, PAN No.:			puy

#### Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Mukul Aghicha, Age: 36, DOB: 1985-05-01, Mobile:  , Occupation: Service, Marital status: Married,  Address: 403802, 0-1 1st Floor Commerce Centre Next to old bus stand Vasco Da Gama Goa 403802, 0-1 1st Floor  Commerce Centre Next to old bus stand Vasco Da Gama Goa 403802, Vasco Da Gama, Mormugao, South Goa, Goa		The state of the s	River
2	Name: Sneha Chari,Age: 31,DOB: 1989-11-10 ,Mobile: ,Cocupation:Service , Marital status : Married , Address:403802, H.No.2/144 Merces Chapel Road Vaddem Vasco Da Gama Goa 403802, H.No.2/144 Merces Chapel Road Vaddem Vasco Da Gama Goa 403802, Vasco Da Gama, Mormugao, SouthGoa, Goa			Drawi





Document Serial Number :- 2021-MOR-1221

Document Serial No:-2021-MOR-1221

Book :- 1 Document

Registration Number :- MOR-1-1174-2021

Date: 11-Aug-2021

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

MORMUGAO