

(Rupees One Lakh Seventy Seven Thousand Only)

Fd. CITIZEN CREDIT CO-OP. BANK LTD.

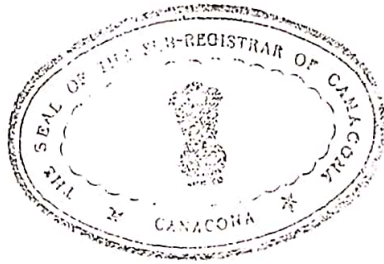


[Signature]

Authorised Signatory

Sr NO: 161 Reg No: CAN.L-152-2020

Name of Purchaser: Shivanand Dinanath Naik
Gaonkar.



Shivanand D. Naik Gaonkar *[Signature]*

AGREEMENT FOR DEVELOPMENT AND
CONSTRUCTION

[Signature]

[Signature]



This Agreement of Development and Construction is made on this 10th day of December of the year 2020 at Canacona, Goa.

BY AND BETWEEN

- (1) **MR. PUNDALIK NAIK DESAI**, 71 years of age, Son of Late Narayan Naik Desai, retired, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED] and his wife

- (2) **MRS. MANIK alias USHA PUNDALIK NAIK DESAI**, 69 years of age housewife, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED], both having Phone No. 9823282110, both residing at Room No. 4, Montepio Police Quarters, near Damodar Gymnasium, Comba, Pedda, Margao, Salcete, Goa,

- (3) **MRS VIJAYA GOVIND NAIK DESAI**, 70 years of age, wife of late Govind Naik Desai, housewife, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED], residing at H No. 67, Kindlem, Nagorcem - Palolem, Canacona, Goa,

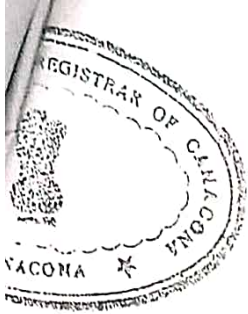
- (4) **MR. VINOD GOVIND NAIK DESAI**, 52 years of age, son of late Govind Naik Desai, Service, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED], and his wife,

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- (5) **MRS. PORNIMA VINOD NAIK DESAI**, 51 years of age, housewife, holding Aadhar card bearing No. [REDACTED], both having Phone No. [REDACTED], both residing at H No. 67, Kindlem, Nagorcem - Palolem, Canacona, Goa,
- (6) **MRS. VIDYA KRISHNA MHALSHEKAR**, 50 years of age, Daughter of late Govind Naik Desai, service, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED] [REDACTED], and her husband
- (7) **MR. KRISHNA MHALSHEKAR**, 54 years of age, service, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED] [REDACTED] both having Phone No. 9764387463, both residing at H. No. 153, Barajan, Valpoi, Sattari, Goa,
- (8) **MRS. NIKITA RAMA DESAI**, 46 years of age, daughter of late Govind Naik Desai, wife of Rama Desai, housewife, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED] and her husband
- (9) **MR. RAMA DESAI**, 57 years of age, Business, holding PAN Card No. [REDACTED] and Aadhar card bearing no. [REDACTED], both having Phone No. 7507644485, both residing at H No. 457, Adiband, Cuncolim, Goa Hereinafter called the "OWNERS/VENDORS", (which expression shall unless repugnant to the

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context or meaning thereof be deemed to mean and include their heirs, legal representatives, executors, administrators, successors, and assigns) of the **FIRST PART**.

AND

- (1) **MR. SHIVANAND NAIK GAONKAR**, 41 years of age, Son of Dinanath Naik Gaonkar, Indian national, Businessman, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED], Phone No. 9823456515, email id. swarashivanand@gmail.com, residing at H. No. 328, Delem, Canacona, Goa, hereinafter referred to as the "**DEVELOPER**", which term shall mean and include his heirs, administrators, executors of the **SECOND PART**.

OWNERS/VENDORS are represented herein by their Power of Attorney holder **MR. MANJUNATH DESSAI**, Son of Yeshwant Dessai, age 69 years, holding PAN Card No. [REDACTED] and Aadhar card bearing No. [REDACTED], having Phone No. 9823996537, resident of FF - 4, Yeshodhan building, Warkhandem, Ponda, Goa by virtue of Power of Attorney dated 30/09/2020, registered in the office of Sub - Registrar of Canacona Taluka, Goa

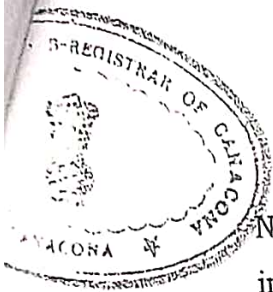
WHEREAS the Vendors are absolute owners in possession of Plot admeasuring 1694 square meters under survey no. 45/5 of village Chaudi at Sheller, Chaudi, Canacona Taluka bounded at present towards East by drain and boundary of village Nagarcem, Palolem, towards West by survey no. 45/3, towards

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North by present National Highway 17, towards South by survey no. 45/4, which plot is out of one third part of the property known "PANGLEAVONIM" enrolled in the Land Revenue office Canacona under Matriz No. 1773 of earlier village Nagorcem is bounded as per Matriz documents on the East:- Nalla/rivulet, West:- by property Gotonamoroda under matriz no. 1776 of Santoba Govind Sinai North:- Municipal road and on the South:- by property Vegrempa under Matriz no. 1774 of Narain Bombo Naik situated at village Chaudi, within the limits of Canacona Municipal Council in Taluka Canacona of South Goa District which plot is described in Schedule I written hereunder.

WHEREAS as per Matriz certificate No. 1773 the property known as "PANGLEAVONIM" now situated at Shellar, village Chaudi within the limits of Municipal Council of Canacona, in Taluka Canacona of South Goa District is enrolled in the name of three persons to the proportion of one third each; namely Bicaro Pissolo Naique, Laxmona Balsu Naique and Pundi Vitoba Naique presently under survey no. 45/1, 45/1-A, 45/2, 45/3 and 45/5 of village Chaudi, Canacona Taluca which admeasures 5783 sqmts. As per the matriz Certificate names of Bicaro Pissolo Naique, Laxmona Balsu Naique and Pundi Vitoba Naique are recorded, however in the present survey records names of their successors or subsequent purchasers are recorded as these 3 persons namely; Bicaro Pissolo Naique, Laxmona Balsu Naique and Pundi Vitoba Naique are not living. The said property was divided or partitioned by the said 3 persons and the part belonging to Pundi

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Naique is under survey no. 45/5 of village Chaudi inherited and independently possessed and enjoyed by the vendors/owners as the survey was promulgated somewhere prior to 1975 and there is no dispute about the ownership and possession of the vendors/owners to the said plot for last more than 45 years. At present name of late Govind Narayan Desai and Vendor no. 1 Pudalik Narayan Desai are recorded in survey record of survey no. 45/5. However Govind Desai expired on 8/3/1990 and he is survived by vendor no. 3, 4, 6, 8 namely his wife Vijaya Govind Naik Desai, children Vinod Govind Naik Desai, Vidya Krishna Mhalshekar, Nikita Rama Desai, Rama Desai and vendor no. 5, 7, 9 are their respective spouses and Vendor no. 1 is married to Usha alias Manik Naik Desai who is vendor no. 2.

AND WHEREAS the Said plot is vacant, undeveloped plot which require leveling, obtaining Conversion Sanad and providing other infrastructure for development which shall incur considerable expenditure and thereafter the said plot can be developed by constructing multi storied building. Therefore the Vendors have decided to give the said plot for development to the developer for constructing building by the developer at his own cost and the developer has agreed to develop the same on the terms and conditions stated hereunder. Therefore both parties have agreed to execute this agreement of development and construction on the terms and condition as given below:-

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**NOW THIS AGREEMENT OF DEVELOPMENT
WITNESSETH AS UNDER :-**

1. That owners agree that the developer shall develop and construct building in the undeveloped Plot admeasuring 1694 square meters under survey no. 45/5 of Village Chaudi at Sheller, Chaudi, Canacona Taluka, Goa at his own cost and give constructed premises to the OWNERS/ VENDORS against the present market value of the plot which is Rs 61,00,100/- (Rupees Sixty One Lakhs One Hundred only) as the said plot will require leveling, obtaining Conversion Sanad and providing other infrastructure for development and construction.
2. The developer shall draw plan of development and construction of building and identify the premises to be given to the owners towards their entitlement against the value of the undeveloped plot and the same shall be mutually discussed and put in writing within a period of 30 days from the date of signing this agreement after which the developer shall be entitled to proceed with the obtaining development permissions and construction of the building in the said plot.
3. The OWNERS/ VENDORS hereby agree that the developer shall develop the said plot by obtaining required Conversion Sanad, approval of plans, construction permissions at his own cost and construct the buildings as may be permissible in law and the owners shall not interfere in any manner in the development and construction by the developer in the said plot.

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4. The developer shall be entitled to draw plan of construction of building as per his own criteria and obtain all the permissions in the name of the Owners or developer and the owners agree to sign all the applications as may be required. The owners agree to sign all the applications, documents for obtaining the permissions by the developer for construction of multi storey building in the said plot as well as for sale of the remaining premises of the developer in the said building for which the owners shall give irrevocable Power of Attorney to their uncle/ cousin Mr. Manjunath Dessai who shall co-ordinate with the developer and sign and execute all other documents/deeds/applications/affidavits/declarations etc. on behalf of the owners as may be required by the developer.

5. The developer shall carry out the development/construction of building in the said plot and from the date of signing this agreement, the developer have absolute right to enter in to any agreement with the prospective purchasers of the premises in the proposed building excluding the area to be allotted to the owners herein. Developer shall be free to sell his super build up area to any prospective purchaser of his own choice along with corresponding right to the land in the said plot by entering into agreement for sale/sale deed and the owners agree that they shall be Vendors/Owners consenting party to the agreement/deed of sale or mortgage if the prospective purchaser desires to avail loan from any banks or financial institutions for purchasing the premises. The

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developer shall have full right to revise the construction plan of the buildings as may be required time to time and the owners shall not raise any objection for the same. The developer shall be entitled to raise finance/loan for the purpose of construction of the building against the said plot. However the owners shall not be liable for such repayment of any finance and loan and it shall be sole liability of the developer to repay any such loan on his own.

6. The Developer shall be at liberty to build the building with shops and flats/shops/offices/premises with design and plan of his own choice and allot or sale flats/shops/offices to any third party at such price on such terms and conditions without any reference to the Owners except the area of flats/shops to be allotted to the owners/vendors. The Developer shall be entitled to revise the plan of construction at any time as may be required during the construction of the building or after the completion of the building.
7. The OWNERS/ VENDORS shall hand over possession of the said plot to the developer within 30 days of execution of this agreement once the area to be allotted to the OWNERS/ VENDORS against the consideration of the plot and Plot/Premises is confirmed and thereafter the developer shall be entitled to carry out the development/construction activities therein by engaging labourers, engineers, supervisors, contractors, sub-contractors to do the said work of the development and construction of building.
8. After obtaining all the necessary Conversion Sanad, approval of plans and permissions from the concerned

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authorities including Canacona Municipal Council the developer shall construct the building within a period of 3 years by obtaining occupancy certificate and the developer shall be entitled for reasonable extension of time if there are any difficulties in development/construction including in case of any unforeseen circumstances or any legal issues, change of law, Government Notifications, defect in title/dispute, scarcity of construction material, force majeure/act of God/Natural Calamities etc. Once all the permissions are obtained including the licence for construction from the Canacona Municipal Council, the developer shall inform the owners attorney about obtaining the permission and from this date of intimation the period of completion of building of 3 years shall start as stated herein in this agreement.

9. That in case of unforeseen circumstances or any defect in the title of the Owners or any dispute, court orders, change in law or notification, rules by the Government, natural calamities, force majeure, the developer is unable to construct the building within aforesaid period, then the developer shall not be held responsible for completion of building within 3 years and the building will be constructed after such issues are fully settled.
10. The Owners declare that they have clear and marketable title to the said plot and there is no litigation or dispute or encumbrances in respect of said plot and the owners shall deliver the title documents of the said property to the satisfaction of the developer for making out clear title of the property. The owners

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declare and undertake that they have not entered into any type of agreement of understanding with any other person/company for sale or development of the said plot and the owners shall not enter into any type of agreement/transactions in respect of said plot in view of the present agreement.

11. If for any reason, the Owners fail to make out clear and marketable title to the plot than the developer shall not be held liable to construct the building and the owners undertake to indemnify the Developer.
12. That all notices to be served on the developer shall be sufficient if served at their address at given in this agreement by Registered Post at the address mentioned hereinbefore.
13. The owners shall execute necessary sale deed/conveyance deed in favor of the developer or his nominee or the society of the purchasers of the premises in respect of the premises constructed in the building to be constructed in the said plot by the developer along with the undivided proportionate rights in the land. After construction of the building the same shall be maintained by the flat/shop/premises holders by making required contribution and the owners agree to abide by the terms and conditions which shall be framed by the developer and pay the maintenance charges as per the premises allotted to the owners by the developer. Any further terms and conditions agreed by the parties in pursuance of this agreement shall form part of this agreement and the same shall be binding on the parties.

Done

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14. In case the society is formed then one or more person who will be the representative of the owners in respect of the premises shall be made member of the society. The owners or any other person acting through the owners shall be liable to make contribution for the formation of the society, deed of transfer or conveyance as well as towards the maintenance of the building and the facilities provided in the building complex.

15. Upon construction of the building and on delivery of possession of the constructed premises to the owners as agreed, the ownership rights/ title to said plot and the building shall be vested in the developer or his nominee as the case may be and the owners shall execute required deed of conveyance or transfer in the name of the developer or any person nominated by the developer or the society as the case may be.

16. That all charges towards drafting the Deed of Sale/transfer and execution of sale deed in favour of the developer or his nominee by the owners shall be borne by the developer, the charges to includes the Stamp duty, registration charge and Advocates fees. However if the society is formed then the owners shall be liable to pay the proportionate amount towards cost of the transfer deed towards the premises held by them or any person acting on their behalf and for common facilities in the building.

17. The developers shall be entitled to enter in to separate agreement of sale of any of the premises in the building to any third party without any reference to the owners and in case any documents are required to be signed then the owners give authority to the developer to sign

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the same on their behalf or if it is required to be signed by the owners then it will be signed through owners Power of Attorney as confirming party.

18. The developers shall be entitled to form co-operative society/association of the purchasers of the premises for the purpose of the maintenance of the building and the owners shall be bound by the terms and conditions, rules etc. of such society/association and owners agree to pay the expenses towards formation of such society/association and pay the contribution.
19. If there is change in zone as per planning/building laws or rules and there is increase in FAR in respect of the said plot/building and additional floor area/extension to building can be constructed/done in the said plot or building, then the same shall be utilized and owned by the developer and the owners shall not have any right to such additional FAR or additional constructed premises and the owners shall not make any claim of whatsoever nature against the developer or his nominee.
20. The Vendors/owners covenant that:
 - i) They have full power and absolute authority to convey, transfer, sell and assign the said plot described in Schedule I hereunder and assured or intended so as to be unto and to the use of the Developer/Purchaser in the manner aforesaid.
 - ii) AND FURTHER that if any person claiming any right, title or interest in the said area hereby granted, the Owners/Vendors shall and will from time to time hereinafter at the request and cost of the Developer/Purchaser do and execute or cause to be done and executed all such further and reasonable acts,

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deeds, matter, things, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting unto and to the use of the developer/Purchaser in manner as aforesaid as shall be reasonably required by the Developer/Purchaser for assuring the said area hereby granted, conveyed, transferred and assured to the Developer/Purchaser in the manner aforesaid.

21. The Vendors/owners does hereby assure the Developer/Purchaser that they have not created any charge or encumbrance on the SAID plot hereby agreed to be developed and sold nor there is any lien, charge or claim on the SAID plot under the Land Acquisition Acts, Land Revenue Code or any other Statutory Provisions. In case it is found that any area is already acquired from the said plot then the developer shall be entitled for adjustment of the constructed area to be given to the owners against the consideration of the plot after deducting the area acquired if any.
22. The Vendors/Owners assures the Developer/Purchaser that there are no arrears of any Tax and or dues payable on the plot to the Canacona Municipal Council or any other Local or Government Department/Body.
23. The Vendors/Owners further covenants that they shall at the request and cost of the Developer/Purchaser do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the SAID plot in manner aforesaid according to the true intent and meaning of this agreement as shall or any be necessary or reasonably be required.

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24. It is expressly provided, herein that as from date of this agreement, the Developer/Purchaser shall be entitled to apply for any type of permission for construction, or any other activity in Municipal Council records, Electricity Department, PWD as also to pay all taxes and other statutory details and or charges that may be levied from time to time and the Vendors/Owners hereby agree not to raise any objection or claim against the Developer/Purchaser. The owners agree that this agreement shall be binding on the owners as well as their legal representatives, heirs, administrators, assigns or any person claiming through them hereafter and in case of any dispute among the owners or any person claiming through them shall not affect the developer and developer shall be kept indemnified throughout.

25. It is agreed that all the taxes, fees, GST towards the construction of the building till the completion of the building shall be paid by the developer and the owners shall not be held responsible for payment.

26. All questions, disputes, differences, and claims whatsoever which shall at any time arise between the parties hereto or their respective representatives or any of them touching or concerning this Agreement and all other documents in pursuance hereof or the construction, or effect thereof or of any clause herein contained or as to the rights, duties, obligations or liabilities of the parties hereto respectively or their respective representatives or any of them under or by virtue of this Agreement or otherwise or touching the subject matter hereof or arising out of or in relation

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thereto shall be first resolved by discussing amicably failing which the same shall be referred to conciliation and thereafter arbitrator appointed by the Developer and the fees and expenses of such proceedings shall be shared equally by the developer and the owners. Such proceedings shall be subject to the jurisdiction of the Courts at Goa only and the provisions of the Arbitration and Conciliation Act 1996 as amended time to time shall be applicable.

27. The Vendors/Owners and Developer/Purchaser declare that they do not belong to schedule Caste and Schedule Tribe Community as per notification bearing No. RD/LAND/LRC/318/77 dt. 21/08/1978 issued by the Government.

28. The market value of the plot is Rs 61,00,000/- (Rupees Sixty One Lakh only) and the stamp duty shall be paid accordingly by the developer.

29. Both the parties shall be entitled for specific performance of this agreement and any further terms and conditions agreed by them in pursuance of this agreement.

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SCHEDULE I

ALL THAT Plot admeasuring 1694 square meters under survey no. 45/5 of village Chaudi, at Sheller, Chaudi, Canacona Taluka which plot is one third part of the original property known "PANGLEAVONIM" which is not found registered in the land registration office, however enrolled in the Land Revenue office Canacona under Matriz No. 1773 of earlier village Nagorcem which property as a whole is bounded as per Matriz documents on the East:- By Nalla/rivulet, West:- by property Gotonamoroda under matriz no. 1776 of Santoba Govind Sinai, North:- By Municipal road and on the South:- by property Vegrempa under Matriz no. 1774 of Narain Bombo Naik and presently recorded in survey records as "PANGALYA VARNA" of village Chaudi within the limits of Canacona Municipal Council in Taluka Canacona of South Goa District, State of Goa and the said plot is bounded at present:

Towards East: by drain and boundary of village Nagarcem, Palolem,

Towards West: by plot under survey no. 45/3 of village Chaudi,

Towards North: by present National Highway 17

Towards South: by plot under survey no. 45/4 of village Chaudi,

IN WITNESS WHEREOF this Agreement is signed on the day month and year mentioned above.

(Signature)



SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDORS:



(Signature)
MR. MANJUNATH DESSAI

Power of Attorney holder of

The Vendors

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LEFT HAND FINGER PRINT IMPRESSIONS OF
MR. MANJUNATH DESSAI

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF
MR. MANJUNATH DESSAI

(Signature) *(Signature)*

SIGNED, SELAED AND DELIVERED

BY THE WITHINNAMED DEVELOPF^R.

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MR. SHIVANAND NAIK GAONKAR

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LEFT HAND FINGER PRINT IMPRESSION OF
MR. SHIVANAND NAIK GAONKAR

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF
MR. SHIVANAND NAIK GAONKAR

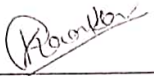
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Witnesses:

1. Mr Ketan Kamalakar Naik Gaonkar,

Son of Mr Kamalakar Naik Gaonkar,
Aged about 31 Years, Unmarried, Self Employed,
H No 1461, Mastimol, Canacona, Goa

Signature - 

2. Mr Priteesh Vilas Majalika,

Son of Mr Vilas Majalika,
Aged about 26 Years, Unmarried, Advocate,
H No 138, Palolem, Canacona, Goa

Signature - 





Document Registration Summary 1

24-Dec-2020

Office/2020-CAN-161

- Market Value: ₹5082000/-
- Consideration Amount: ₹6100000 /-
- Paid Stamp Duty: ₹176900 /-

On Date 24-12-2020 Presented at Office of the Civil Registrar-cum-Sub Registrar, Canacona
Signature of Presenter

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

SUB-REGISTRAR
CANAACONA

Receipt : 153669

Receipt Date : 24-12-2020

Presenter Name: SHIVANAND NAIK GAONKAR

Registration Fee ₹500

Stamp Duty ₹177000

Processing Fee ₹660

Total

₹178160

Payment Head	Amount To Be paid	Paid Amount	Balance Amount	Payment Mode	Payer Name	Reference No.	Payment Amount
Stamp Duty	176900	177000	-100	FRANKING		Franking Number : 31594 197420	177000
Registration Fee	500	500	0	E-Challan		Challan Number : 202001076285 CIN Number : CPAAMUODF6	100
				E-Challan		Challan Number : 202001073426 CIN Number : CPAAMUMLL3	400
Processing Fee	660	660	0	E-Challan		Challan Number : 202001073426 CIN Number : CPAAMUMLL3	660
Sub Total	178060	178160	-100				

Article : Agreement or its records or Memorandum of Agreement - 5



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 24-Dec-2020 11:12:40 am

Document Serial Number :- 2020-CAN-161

Presented at 11:12:13 am on 24-Dec-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Canacona along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	176900
2	Registration Fee	500
3	Processing Fee	660
Total		178060

Stamp Duty Required :176900/-

Stamp Duty Paid : 177000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	SHIVANAND NAIK GAONKAR ,Father Name:Dinanath Naik Gaonkar, Age: 41, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H. No. 328, Delem, Canacona, Goa, Address2 - , PAN No.: 			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MANJUNATH DESSAI , Father Name:Yeshwant Dessai, Age: 69, Marital Status: Married ,Gender:Male,Occupation: Other, Address1 - FF 4, Yeshodhan building, Warkhandem, Ponda, Goa, Address2 - , PAN No.: 			
2	SHIVANAND NAIK GAONKAR , Father Name:Dinanath Naik Gaonkar, Age: 41, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H. No. 328, Delem, Canacona, Goa, Address2 - , PAN No.: 			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Ketan Kamalakar Naik Gaonkar, Age: 31, DOB: 1989-01-01, Mobile: 9923570175, Email: , Occupation: Self Employed , Marital status : Unmarried , Address: 403702, H No 1463 Mastimol , H No 1463 Mastimol , Nagorcem-palolem, Canacona, SouthGoa, Goa			
2	Name: Priteesh Vilas Majalikar, Age: 26, DOB: 1994-05-04, Mobile: 7038474325, Email: , Occupation: Advocate , Marital status : Unmarried . Address: 403702. H No 138 Palolem, H No			

Document Serial No:-2020-CAN-161

Book :- 1 Document

Registration Number :- CAN-1-152-2020

Date : 24-Dec-2020

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

SUB-REGISTRAR
CANACONA