(Kupes Senen dakke Winety Thousand for hundred ten boly)

For CITIZENCREDIT CO-OP. BANK LTD.

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD • E-320, RVA DE OUREM PANATI, GOA 403 001

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

भारत 32746 NON SUDICIAL ग वि 176294 OCT 30 2017

Rs.0790510/- PB6818

INDIA

STAMP DUTY

GOA

Name of Purchaser M/s Vision Dempo Hospitality & Tetates Port Ltd.

4612/2017





# DEED OF SALE

THIS DEED OF SALE is made and entered into at Mapusa, Bardez, Goa, on this Of Movember of the year 2017;

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For VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED .....2/

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#### BETWEEN

MRS. CLARA FERNANDEZ, aged 74 years, wife of late Pedro alias Peter Antonio Fernandes, widow, housewife, Indian National, holding PAN Card No. , Aadhar Card no. email id, Contact no. 7709591011, resident of H. No. 36, Ramswami Avenue, Cariappa Colony, Belgaum Records MLI, Belgaum, Karnataka-590009, through her duly constituted Attorney, MR. JOSHUA HENRY FERNANDES, son of Mr. Vitorino Fernandes, aged 32 years, unmarried, occupation Service, Indian National, holding PAN Card No. Email Id: djuze4455@gmail.com, Contact Aadhar Card no. no. 7709591011, resident of H. No. 132/5, Chawdy Vaddo, Marna, Siolim, Bardez, Goa, by virtue of Power of Attorney dated 19/09/2014, executed before the Notary, D. S. Petkar at Mapusa, under Sr. No. 21210/2014 dated 19/09/2014, hereinafter referred to as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to include her heirs, legal representatives, executors, administrators, successors and assigns) of the FIRST PART.

#### AND

M/S. VISION DEMPO HOSPITALITY & ESTATES PRIVATE LIMITED, a Company incorporated under Part IX of the Companies Act 1956 (No. 1 of 1956) with CIN No. U55101GA2012PTC006932 having PAN formerly known as M/s. Vision-Enterprises, having its office at Vision House, House no. 179/C-1, Bairo Alto Dos Pilotos, Jose by its Director, Goa. represented Panaji Road. Falcao MRS. BHAKTI RAJESH DEMPO, aged 38 years, wife of Mr. Rajesh Soiru Dempo, married, occupation Business, Indian National, authorized by the Board Resolution in the meeting held on 27/01/2016, holding PAN Card No. Aadhar Card no. fd@visiondempo.com, Contact no. 0832-2220242, resident of H. No. 21/368/1, Dempo Mansion, Goa University Road, Near Manipal Hospital, Dona Paula, Ilhas, Goa, 403004, hereinafter called the "PURCHASER", (which expression shall unless repugnant to the context or meaning thereof be

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deemed to include its legal representatives, executors, administrators, successors and assigns) OF THE SECOND PART.

WHEREAS the PURCHASER herein has signed the Sale Deed but is represented in the Office of Sub Registrar Mapusa, Bardez by the constituted attorney, Lt. Col. K. F. D'Lima (Retd.), son of late Brig. K. F. D'Lima (Retd.), aged 62 years, married, Indian National, Senior General Manager Corporate Affairs, PAN Card No. Aadhar Card no. Email Id: <a href="mailto:srgm@yisiondempo.com">srgm@yisiondempo.com</a>, Mobile no. 9011060334, residing at 223, Lane II, Phase II, Defence Colony, Alto-Porvorim, S.O., Porvorim, Bardez, Goa, 403521, vide Power of Attorney dated 09/02/2016 executed before the Office of Sub Registrar at Panaji under No. PNJ-BKPoA-00008-2016 CD No.PNJD44 on 09/02/2016 to present the said Deed.



WHEREAS there exists a plot of land known as "Sundoriachea Cungueavelem Bata" also known as "Dactea Bondavelem Bata" or "Madalo Wado" admeasuring 2000.00 sq. mts., described in the Land Registration Office of Bardez under no. 8993 at Folio 173 of Book B-23 new, enrolled in the Taluka Revenue Office of Bardez under Matriz nos. 575 and 576 of the first circumscription, surveyed under No. 55/3 of Village Marna situated within the limits of Village Panchayat of Siolim, Taluka Bardez, District of North Goa, more particularly described in Schedule I hereunder written, delineated in red colour in the plan annexed herewith and hereinafter referred to as the SAID PLOT.

AND WHEREAS the said plot along with three other plots was purchased by Pedro Antonio Fernandes vide Deed of Qualification, Sales and Discharges dated 03/06/1961 executed before the Notary of the Judicial Division of Bardez, Shri Camilo Manuel Antonio Henrique do Rosario e Souza.

AND WHEREAS the name of Peter Antonio Fernandes which is the another name of Pedro Antonio Fernandes, has been recorded as the occupant in Form I & XIV in respect of the said plot.

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AND WHEREAS said Peter Antonio Fernandes alias Pedro Antonio Fernandes expired on 14/04/2004 and an Inventory Proceedings bearing No. 299/2015/B was initiated by the VENDOR in the Court of Ad-Hoc Addl. Senior Civil Judge "B" Court at Mapusa.

AND WHEREAS in the said Inventory Proceedings, the said plot which was described as item no. 5, was purchased in auction by Mrs. Clara Fernandez, the VENDOR herein and the same has been allotted to her.

AND WHEREAS being desirous of selling the said plot, the VENDOR agreed to sell to the PURCHASER, the said plot, for total consideration amount of Rs. 1,75,65,000/- (Rupees One Crore Seventy Five Lakhs Sixty Five Thousand Only).

AND WHEREAS it was agreed between the VENDOR and the PURCHASER that the said consideration amount of Rs. 1,75,65,000/-(Rupees One Crore Seventy Five Lakhs Sixty Five Thousand Only) would be paid by the PURCHASER to the VENDOR partly in monetary payment and partly in kind, in the form of allotment of specific built up areas to be constructed by the PURCHASER on the said plot and in some other projects constructed by the PURCHASER.

And WHEREAS Rs. 52,00,000/- (Rupees Fifty Two Lakhs Only) is paid as monetary consideration as under:-

Date	Amount Paid	Cheque no.	TDS Amount	Challan no. / Date
25-Mar-17	20,00,000/-	080961	20,000/-	00513/24-05-17
22-May-17	9,70,000/-	081091	10,000/-	00613/24-05-17
31-October-17	20,54,350/-	105820	1,45,650/-	01140/31-10-17

Which amount the VENDORS do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the PURCHASER and in further consideration an amount of Rs. 1,23,65,000/- (Rupees One Crore Twenty Three Lakhs Sixty Five Thousand Only) to be paid in kindowly the PURCHASER to the OWNER/VENDOR by allotment of one 2BHK residential flat bearing no.

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For VISION DEMPO HOSPITALITY AND ESTATES, PRIVATE LIMITED

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A-S1, admeasuring built up area of 100.80 sq.mtr. and the corresponding carpet area being 81.33 sq. mts., on second floor, agreed for a consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) along with one stilt car park in the building complex "Vision Galleria" at Mapusa, Bardez, Goa, one 2BHK residential flat bearing no. D-T4, admeasuring built up area of 94.20 sq.mtr. and the corresponding carpet area being 78.36 sq. mts., on third floor, agreed for a consideration of Rs. 27,45,000/- (Rupees Twenty Seven Lakhs Forty Five Thousand Only) along with one stilt car park in the building complex "Vision Dream City" at Carambolim, Goa and another two flats (both 2 BHK, agreed for a consideration of Rs. 30,60,000/- (Rupees Thirty Lakhs Sixty Thousand Only) each, along with one stilt car park each) to be constructed on the said plot as described in Schedule-III (III) & (IV), is pending as the construction of the said four residential flats is in progress.

AND WHEREAS nevertheless, it is now agreed between the VENDOR and the PURCHASER that the VENDOR would convey in favour of the PURCHASER, the said plot which is more particularly described in Schedule I hereunder written, subject to the PURCHASER constructing and allotting to the VENDOR one 2BHK residential flat in the building complex "Vision Galleria" at Mapusa, Bardez, Goa, within a period of 36 months of the execution hereof, one 2BHK residential flat in the building complex "Vision Dream City" at Carambolim, Goa, within a period of 06 months of the execution hereof and another two residential flats (both 2 BHK) to be constructed on the said plot, within a period of 42 months from the date of obtaining construction licence for the said property from the Village Panchayat of Marna. In the event that the PURCHASER fails to deliver possession of the said units within the time stipulated hereinabove due to any action of God or Nature and force majeure beyond the control of the PURCHASER, the OWNER/ VENDOR shall grant to the PURCHASER additional time of 6months for the delivery of the said units after which the PURCHASER shall be liable to pay to Mr. Vitorino Fernandes compensation at Rs. 10,000/- (Rupees Ten Thousand Only) per month of delay. PURCHASER will also execute in favour of Mr. Vitorino Fernandes as desired by the VENDOR the respective Deed Of Conveyance/ Transfer in respect of the said four flats, SUBJECT HOWEVER to payment of all taxes, rates, assessments, dues & duties hereafter to become due & payable to the

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For VISION DEMPO HOSPITALITY AND ESTATES, PRIVATE, LIMITED

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Government or any other local or Public body in respect thereof and any such deposits such as common expenditure and membership fees are paid by the VENDOR as demanded by the PURCHASER before taking the possession of the said units. The stamp duty payable shall be borne by the VENDOR.

That the said residential flats to be allotted to the FIRST PARTY would be specifically identified upon the approval of the plan of construction. The FIRST PARTY has desired that the entire constructed area be delivered unto her Cousin Mr. Vitorino Fernandes, son of Late Diogo Gasper Fernandes, residing at Marna, Siolim vide AFFIDAVIT dated 27/03/2017, sworn before the Office of Notary Adv. Sanjay A. Gaonkar at Panaji, Tiswadi, Goa, registered under no. 331/2017 on 27/03/2017, and consequently, the SECOND PARTY stands authorized to deliver the constructed area unto Mr. Vitorino Fernandes.

AND WHEREAS the VENDOR has therefore, agreed to convey the said plot in favour of the PURCAHSER, for the said total consideration amount of Rs. 1,75,65,000/- (Rupees One Crore Seventy Five Lakhs Sixty Five Thousand Only) which is the market value thereof.

# NOW THIS DEED WITNESSETH AS UNDER:

In pursuance of the said deed and in consideration of the payment of 1. sum of Rs. 1,75,65,000/- (Rupees One Crore Seventy Five Lakhs Sixty Five Thousand Only) by the PURCHASER to the VENDOR; out of which an amount of Rs. 1,75,650/- (Rupees One Lakh Seventy Five Thousand Six Hundred And Fifty only), is deducted towards TDS and the balance amount of Rs. 1,73,89,350/- (Rupees One Crore Seventy Three Lakhs Eighty Nine Thousand Three Hundred And Fifty Only) which is partly paid as per the mode of payment described in schedule II hereunder and partly to be paid in the form of constructing and allotting to the VENDOR a 2BHK residential flat in the building complex "Vision Galleria" at Mapusa, Bardez, Goa, a 2BHK residential flat in the building complex "Vision Dream City" at Carambolim, Goa and another two residential flats (both 2 BHK) to be constructed on the said plot, which flats are more particularly described in Schedule III hereunder written, within a period of 42 months from the date of For VISION DEMPO HOSPITALITY AND

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obtaining the construction licence for the said property from the Village Panchayat of Marna. The VENDOR does hereby convey and assign unto the PURCHASER, the said plot which is more particularly described in the Schedule - I hereunder written, with all the easements, privileges, advantages, rights, claims, demands and appurtenances whatsoever or at any time hereto before usually held, used, occupied or known as part thereof or be appurtenant thereto and all the estates, claims and demands whatsoever both at law and in equity of the VENDOR.

- 2. AND in consequence of this sale, the PURCHASER shall have, hold, possess and develop the said plot hereby sold, assigned and released and conveyed with its and every of its right to the use and benefit of the PURCHASER forever and absolutely. The PURCHASER shall be entitled to construct and sell to any third party, the flats, shops or any other structure or built up area to be constructed by the PURCHASER on the said plot (except the two flats to be allotted to the VENDOR) on such terms and for such consideration as the PURCHASER may deem fit and proper.
- 3. AND the VENDOR does hereby covenant with the PURCHASER that notwithstanding any act, thing or deed by the VENDOR, done or executed or knowingly suffered to the contrary, the VENDOR has good right, title and full authority to grant and convey the said plot as hereby granted or conveyed or expressed so to be unto and to the use of the PURCHASER in the manner aforesaid.
- 4. AND the VENDOR undertakes to indemnify the PURCHASER should any person claim title to that which is hereby sold and in case the rights which are claimed by the third person should partly or wholly render this sale null and void or ineffective.
- 5. AND that the said plot hereby sold is free from encumbrances whatsoever made or suffered by the VENDOR and the VENDOR shall and will from time to time and at all times hereinafter at the request and cost of the PURCHASER, do or cause it be done or execute all such acts, deeds and things whatsoever, for further and more perfectly assuring the aforesaid right in the said property or every part thereof unto and to the use of the

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PURCHASER in the manner aforesaid, as shall and/or may be reasonably required. At any later stage also, in case of dues being found to be payable for the period prior to the Deed of Sale, the same shall be paid by the OWNER/VENDOR without demur upon being informed by the PURCHASER.



- 6. AND that the PURCHASER shall also execute in favour of the VENDOR, Cousin Mr. Vitorino Fernandes, separate Deed/s of Conveyance/Transfer, thereby conveying the said four residential flats in favour of the VENDOR, as also pay the compensation as agreed in case of delay.
- 7. AND that the VENDOR hereby gives her express consent and no objection to the PURCHASER to do the mutation proceedings conducted in the survey records of rights of the said plot in the name of the PURCHASER, at the cost of the PURCHASER. The VENDOR shall assist the PURCHASER and ensure in getting the mutation of the said plot in the name of the PURCHASER and get the name of the PURCHASER recorded in the Form I & XIV under the provisions of Land Revenue Code.
- 8. That the VENDOR has handed over to the PURCHASER the original title documents of the said plot at the time of the execution of this Deed.
- 9. That the VENDOR declares that she does not belong to Schedule Caste and Schedule Tribe and is not covered under the Notification no. RD/LND/LRC/318/77 dated 21/8/1978.
- 10. That for the purpose of Stamp duty and Registration fees, the present Deed is valued at Rs. 1,75,65,000/- (Rupees One Crore Seventy Five Lakhs Sixty Five Thousand Only) and as such, the stamp duty of Rs. 7,90,510/- (Rupees Seven Lakhs Ninety Thousand Five Hundred And Ten Only) is engrossed on this Deed which is borne by the PURCHASER.

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For VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED

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## SCHEDULE-I

## (Description of the said plot)

ALL THAT plot of land known as "Sundoriachea Cungueavelem Bata" also known as "Dactea Bondavelem Bata" or "Madalo Wado" admeasuring 2000.00 sq. mts., described in the Land Registration Office of Bardez under no. 8993 at Folio 173 of Book B-23 new, enrolled in the Taluka Revenue Office of Bardez under Matriz nos. 575 and 576 of the first circumscription, surveyed under No. 55/3 of Village Maria situated within the limits of Village Panchayat of Siolim, Taluka Bardez, District of North Goa, delineated in red colour in the plan-annexed hereto and bounded as under:

North: By property bearing survey nos. 56/25 and 56/26.

South: By road.

West: By property bearing survey nos. 55/1 and 55/2.

East: By property bearing survey no. 55/4.

## SCHEDULE-II

(Mode of payment)

- (i) Rs. 20,00,000/- (Rupees Twenty Lakh only) vide cheque bearing no. 080961 dated 25/03/2017 drawn on Bank of India, Campal Branch.
- (ii) Rs. 10,00,000/- Rupees Ten Lakhs Only) vide cheque bearing no.081091 dated 22/05/17 drawn on Bank of India, Campal Branch.
- (iii) Rs. 22,00,000/- (Rupees Twenty Two Lakhs Only) cheque bearing no. 105820 dated 31/10/17 drawn on Bank of India, Campal Branch.

For VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED

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# SCHEDULE-III

# (Description of Four Flats allotted to the Vendor and to be delivered to Mr. Vitorino Fernandes)

**(I)** 

ALL THAT 2BHK residential flat bearing no. A-S1, admeasuring 100.80 sq. mts. of built up area and the corresponding carpet area being 81.33 sq. mts., located on the Second floor in Block A of the residential complex known as "Vision Galleria", for a consideration of Rs. 35,00,000/(Rupees Thirty Five Lakhs Only) situated in the property bearing Chalta No. 4(13) of P.T. sheet 49 of City Survey Mapusa, Goa, along with the stilt car park no. A-S1 together with its corresponding proportionate undivided share in the said property.

(II)

ALL THAT 2BHK residential flat bearing no. D-T4, admeasuring 94.20 sq. mts. of built up area and the corresponding carpet area being 78.36 sq. mts., located on the Third floor in Block D of the residential complex known as "Vision Dream City", for a consideration of Rs. 27,45,000/-(Rupees Twenty Seven Lakhs Forty Five Thousand Only) situated in the property identified as GH-1 being a part of Sy.no.289/0 situated at Carambolim, Tiswadi, Goa, along with the stilt car park no. D-T4 together with its corresponding proportionate undivided share in the said property.

(III)

ALL THAT 2BHK residential flat bearing no. B101, admeasuring 105.35 sq. mts. of built up area and the corresponding carpet area being 85.82 sq. mts., located on the Upper Ground floor in Block B of the residential complex for a consideration of Rs. 30,60,000/- (Rupees Thirty Lakhs Sixty Thousand Only), to be constructed by the PURCHASER in the said plot situated in the

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FOR VISION DEMPO HOSPITALITY AND

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property identified as "Sundoriachea Cungueavelem Bata" also known as "Dactea Bondavelem Bata" or "Madalo Wado", bearing Sy. no. 55/3 of Village Marna situated at Village Panchayat of Siolim, Taluka Bardez, Goa, along with its corresponding proportionate undivided share in the said property along with the stilt car park no. B101 together with its corresponding proportionate undivided share in the land.



(IV)

ALL THAT 2BHK residential flat bearing no. B201, admeasuring 105.35 sq. mts. of built up area and the corresponding carpet area being 85.82 sq. mts., located on the First floor in Block B of the residential complex for a consideration of Rs. 30,60,000/- (Rupees Thirty Lakhs Sixty Thousand Only), to be constructed by the PURCHASER in the said plot situated in the property identified as "Sundoriachea Cungueavelem Bata" also known as "Dactea Bondavelem Bata" or "Madalo Wado", bearing Sy. no. 55/3 of Village Mama situated at Village Panchayat of Siolim, Taluka Bardez, Goa, along with its corresponding proportionate undivided share in the said property along with the stilt car park no. B201 together with its corresponding proportionate undivided share in the land.

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For VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY, THE MONTH AND THE YEAR FIRST HEREINABOVE MENTIONED



SIGNED AND SEALED
by the within named VENDOR
MRS. CLARA FERNANDEZ
Through her duly constituted Attorney
MR. JOSHUA FERNANDES



Left hand finger prints





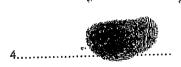
















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For VISION DEMPO HOSPITALITY AND
ESTATES PRIVATE LIMITED

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Left hand finger prints

SIGNED AND SEALED by the within named PURCHASER M/S. VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED represented by its Director MRS. BHAKTI RAJESH DEMPO





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3	3
4	4

IN THE PRESENCE OF WITNESSES:

1. Mrs. Siddhi Shantanu Bhonsle

2.Ms. Diksha Devidas Naik

For MSION DEMPO HOSPITALITY AND ESTATÉS, PRIVATE LIMITED





# GOVERNMENT OF GOA Directorate of Settlement and Land Records PANAJI - GOA

Plan Showing plots situated at

Village: MARNA

Taluka: BARDEZ Survey No./Subdivision No.: 55/ 3 & 4 Scale:1:1000

25 S.No.56 SURVEY No.55 Œ

ROAD

Inward No:3360

Land Records Panell - Goa



Generated By :AJAT SAWANT D'Man Gr.II) On+1-1-05-2017

Compared By: DAMODAR DABHOLKAR (D'Man Gr.I)

For VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED

\*REG 1 49093 6\*

## Office of Sub-Registrar Bardez

## Government of Goa

Print Date & Time: 07-11-2017 11:46:20 AM

Document Serial Number: 4612

Presented at 11:08:00 AM on 07-11-2017 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	614780.00
2	Processing Fees	530.00
	Total:	615310.00

Stamp Duty Required:

790425.00

Stamp Duty Paid: 790510.00

t, Col. K.F. D'Lima(Retd.) presenter

1	Name	Photo	Thumb impression	Signature
Cr A P	Lt.Col. K.F. D'Lima(Retd.), S/o Late rig.K.F.D'Lima (Retd), Married, Indian, age tyears, Senior General Manager Corporate Affairs, r/o223, Lane II Phase II, Defence plony, Alto Porvorim, S.O. Porvorim Bardez Goa. 403521 As POA holder for Purchaser M/S Vision Dempo Hospitality and Estates Private Ltd, having its reg office at Vision House, H.no 179/C-1, Bairo, Alto Dos, illotos, Jose Falcao Road, Panaji Goa. vide 180ard resolutin dated 27/01/2016. dated 19/02/2016, executed before Office of the Sub Registrar at Panaji under no PNJ-BKPoa-00008/2016.			War Reas

# Endorsements

## Executant

1. Lt.Col. K.F. D'Lima(Retd.), S/o Late Brig.K.F.D'Lima (Retd), Married, Indian, age 62 Years, Senior General Manager Corporate Affairs, r/o223, Lane II Phase II, Defence Colony, Alto Porvorim, S.O.Porvorim Bardez Goa. 403521 As POA holder for Purchaser M/S Vision Dempo Hospitality and Estates Private Ltd, having its reg office at Vision House, H.no 179/C-1, Bairo, Alto Dos, Pilotos, Jose Falcao Road, Panaji Goa. vide Board resolutin dated 27/01/2016. dated 09/02/2016, executed before Office of the Sub Registrar at Panaji under no PNJ-BKPoa-00008/2016.

Photo	Thumb Impression	Signature
		DIST RING

07/Nov/2017, 11:46 AM

1 of 2

2 . Joshua Henry Fernandes, S/o Vitorino Fernandes, UnMarried,Indian,age 32 Years,Service,r/oH.no132 /5,Chawdy Vaddo,Marna Siolim Bardez Goa. As POA holder for Vendor dated 19/9/2014, before Adv Notary D.S.Petkar at Mapusa-Bardez vide reg no 21210/2014.

Photo	Thumb Impression	Signature
		store .

dentification

No.	Witness Details	Signature
1	Bradley Godinho , S/o E.R. Godinho, UnMarried, Indian, age 23 Years, Service, r/o H/no 816, Alto Betim Bardez Goa	Aolif
2	Siddhi Bhonsle , W/o Shantanu S Bhonsle, Married, Indian, age 27 Years, Service, r/o H. no B-56, Nr. Cross, Betim Bardez Goa	Sschougle

Mulation Jees Paid of Rs. 2500 - u chalan No. 201700800891 dt 07/11/17

TDS paid through bank of India dated 24,5,2017 & 31.10.2017 of Rs. 1,75,650/-

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

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07/Nov/2017, 11:46 AM

2 of 2

Book-1 Document
Registration Number BRZ-BK1-04591-2017
CD Number BRZD791 on
Date 14-11-2017
Sub-Registral-(Bareley)
Scanney By American Signature: M

Designed and Developed by C-DAC, ACTS, Pune

14/Nov/2017, 9:48 AM