

CITIZENCREDIT CO-OP. BANK LTD.

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# DEED OF SALE

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(Fortunato Bruno Jose Maria Fernandes) (Kushuma Filomena Fernandes)

(Pradeepehand Sail)



(Prachití Sail)

This Deed of Sale is made and executed at Margao, Salcete, Goa, on this 10<sup>th</sup> day of the month of August in the year Two Thousand Twenty-Three. (10/08/2023).

#### BETWEEN

Mr. FORTUNATO BRUNO JOSE MARIA FERNANDES, son of Francis Fernandes, aged about 78 years, married, retired, holding Pan Card Nc holding Aadhaar Card No.

Mrs. KUSHUMA FILOMENA FERNANDES. daughter of
Paul Rosario Rodrigues, aged about 74 years, housewife,
holding Pan Card No
holding Aadhaar Card
No
; both Indian Nationals, both resident of H.
No. 37/G, Dongorim, Nuvem, Salcete, Goa; hereinafter referred
to as "the VENDORS" (which expression shall mean and
include all their heirs, successors, legal representatives,
administrators, executors and assigns) OF THE FIRST PART.

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(Fortunato Bruno Jose Maria Fernandes)



Cushuma Filomena Fernandes) L. H. I. I

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LOTUS DEVELOPER, a duly registered Partnership Firm, holding Pan Card No having its office at Flat No. T-3, Diamond Building, Fatorda, Margao, Goa; duly represented by its Partners (1) Mr. PRADEEPCHAND SAIL, son of Prakash D. Sail, aged about 45 years, married, businessman, holding Pan Card No. , holding Aadhaar Card No. , Indian National, resident of Curchorem, Goa; and (2) Mrs. PRACHITI SAIL, wife of Pradeepchand Sail, aged about 41 years, married. businesswoman, holding Pan Card N holding Aadhaar Card No , Indian National, resident of Curchorem, Goa; hereinafter referred to as "the PURCHASER" (which expression shall mean and include all their heirs, successors, legal representatives, administrators, executors and assigned OF THE SECOND PART.

WHEREAS there exists a property known as Aforamento in Dagualy alongwith old residential house, admeasuring about 725 sq. mts. situated at Village Raia, within the area and jurisdiction of Village



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(Fortunato Bruno Jose Maria Fernandes) (Kushuma Filomena Fernandes) (しっれてって) (Pradeepchand Sait)



Panchayat of Raia, Taluka and Sub-District of Salcete. District of South Goa, State of Goa, described in the Land Registration Office under No. 23923 of Book G-19, surveyed under Survey No. 325/7 of Village Raia, which is found fully described in SCHEDULE-I hereinafter appearing;

AND WHEREAS the said property earlier belonged to Miguel Jeronimo Fernandes in whose name the same is found recorded in the Land Registration Office under Inscription No. 14408;

AND WHEREAS upon death of said Miguel Jeronimo Fernandes an Inventory Proceedings were initiated before the Court of the Adhoc Senior Civil Judge at Panaji being Inventory Proceedings No. 111/2012/B;

AND WHEREAS in the said Inventory Proceedings, the said property was listed at Item No. 3 and the same was allotted to the VENDORS herein;

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(Fortunato Bruno Jose Maria Fernandes) (Kushuma Filomena Fernandes) (L-Ye-F-T)

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AND WHEREAS the VENDORS are desirous of selling to the PURCHASER, and the PURCHASER is desirous of purchasing from the VENDORS, the said property described in SCHEDULE-1 hereinafter appearing.

# **NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:**

For a total price consideration of Rs. 94,00,000/- (Rupees Ninety Four Lakhs Only), paid by the PURCHASER to the VENDORS in the manner stated hereafter, the VENDORS do hereby SELL, CONVEY, TRANSFER and CONFIRM, by way of absolute sale. UNTO and in favour of the PURCHASER, the said property surveyed under Survey No. 325/7 of Village Raia, which is found described in SCHEDULE-T hereinafter appearing, along with all that is situated therein, free from all encumbrances, obligations, claims, demands, whatsoever, so that the PURCHASER, for all times hereinafter, shall HOLD, HAVE, POSSESS and ENJOY the said property hereby sold, as the absolute owner thereof and together with all the rights,

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 interests, privileges, advantages, easements, access, benefits, whatsoever, available to the said property or the holder thereof, free of any claim, obstruction, impediment, objections, interference, etc., from whomsoever, including any party claiming through, under or on behalf of the VENDORS or their predecessors in title.

- The VENDORS hereby declare having delivered to the PURCHASER, the possession of the said property and the PURCHASER acknowledges to have received such possession from the VENDORS.
- 3. The VENDORS have authorised the PURCHASER to retain with the PURCHASER, the entire consideration amount of Rs. 94,00,000/- (Rupees Ninety-Four Lakhs Only) towards construction of TWO SINGLE BEDROOM FLATS admeasuring about 60 sq. mts. super built-up area to be located on the FIRST FLOOR and ONE DOUBLE BEDROOM FLAT admeasuring about 90 to be located on the UPPER GROUND FLOOR (i.e Total area of the premises to be allotted shall be

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210 sq. mts. super built-up area) in the Building to be constructed on the said property. Alongwith the said Flat, the VENDORS shall also be allotted 3 covered Parking Slots on the ground floor area of the said Building to be constructed on said land.

- It is clearly agreed between the parties hereto that in addition to the said area of 210 sq. mts. in the event the VENDORS require additional area and/or additional premises, the VENDORS shall pay to the PURCHASER an amount of Rs. 45,000/- (Rupees Forty-Five Thousand Only) per sq. mts. However, it is clearly agreed between the parties hereto that the additional area to be allotted to the VENDORS shall be maximum of 20 sq. mts. only.
- The possession of the said Flats under the present Deed, shall 5. be handed over to the VENDORS by the PURCHASER upon completion of the building project by obtaining Occupancy Certificate to such premises. The said building complex shall be completed by the PURCHASER within a period of 24

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(twenty-four) months from the date of obtaining Construction However, in the event there is any objection raised Licence. by any third party as regards the said construction activity and/or for unforeseen circumstances which are beyond the control of the PURCHASER, the PURCHASER shall be granted reasonable extension to such period of completion.

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- The VENDORS shall execute a Declaration and get the same 6. registered before the Sub-Registrar of Salcete at Margao, acknowledging receipt of the entire price consideration from the PURCHASER for sale of the said property, upon receiving the physical possession of the above-mentioned FLATS.
- The VENDORS have delivered to the PURCHASER the 7. possession of said property described in SCHEDULE-I hereinafter appearing TOGETHER WITH all trees, plants, shrubs, waters, water-courses, lights, liberties, privileges, easements. profits. advantages. rights. members and appurtenances to the said property whatsoever including the existing old house structure and/or or any part thereof



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belonging or in any way appertaining to or with the same or any part thereof now at or any time herebefore usually held used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto free from any encumbrances whatsoever AND TOGETHER ALSO WITH all the original deeds, documents, writings, vouchers and other evidences of title, interest, use, inheritance, possession, benefit, claim and demand whatsoever, at law and in equity of the VENDORS into or of or upon the said property AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the VENDORS in to out of or upon the said property or any part thereof AND TO HAVE AND TO HOLD all and singular the said property hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with its and every of its rights members and appurtenances UNTO AND TO THE USE and benefit of the **PURCHASER AND SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the

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same or hereafter to become payable to the Government or to the municipal authorities, collector or any other public body or local authority in respect thereof AND the water and electricity connections, if any, pertaining to the said property shall stand transferred in the name of the PURCHASER AND the VENDORS hereby for themselves and each of their respective heirs, executors and administrators covenant with the PURCHASER THAT notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them, made, done, committed, omitted or knowingly or willingly suffered to the contrary, the VENDORS have good right, full power and absolute authority to grant, convey, transfer, sell, release and assure the said property hereby granted, conveyed, transferred, sold celeased and assured or intended so to be unto and to the use of the PURCHASER in the manner aforesaid AND THAT the PURCHASER shall and may from time to time and at all times hereafter peaceably and

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quietly to enter upon, occupy, possess and enjoy the said property hereby granted, conveyed, transferred and assured with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the VENDORS or by any person lawfully or equitably claiming or to claim by from under VENDORS, AND THAT or in trust for the the PURCHASER is free and clear and freely clearly and absolutely acquitted, exonerated, released and forever discharged from or otherwise by the VENDORS, and the PURCHASER is well and sufficiently saved, defended, kept harmless and indemnified by the VENDORS of, from and against all former and other estates, title, charges and encumbrances whatsoever either already or to be hereafter had made executed, occasioned or suffered by the VENDORS or by any other person or persons lawfully or equitably claiming from under or in trust for the VENDORS including any claims,

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loss or damage that the PURCHASER may sustain or suffer and/or any costs, charges or expenses including legal fees that the PURCHASER may incur including on account of breach of any representations made herein or on account of any misrepresentations and on account of any claims made, taken or adopted by any person claiming from or under the VENDORS or the VENDORS predecessors in fittle in respect of the said property AND FURTHER THAT the VENDORS and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property or any part thereof from under or in trust for the VENDORS, shall and will from time to time and at all times hereafter at the request of the PURCHASER do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things, conveyances and assurances in law whatsoever for better further and more perfectly and absolutely granting unto and to the use of the PURCHASER in the manner aforesaid as shall or may be

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reasonably required by the PURCHASER, and nominees or their counsel for assuring the said property and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the PURCHASER in the manner aforesaid.

- The VENDORS do hereby jointly and severally represent and warrant to the PURCHASER as under:
  - That the VENDORS are the absolute owners of the said
     property free and clear of all encumbrances, claims or
     disputes, are well and sufficiently entitled to the said
     property, and no other person (including any predecessor
     in title of the VENDORS) has any right, title, interest or
     benefit in respect of the said property or any part thereof;
    - That until the date of handing over of the possession of the said property, by the VENDORS to the PURCHASER in terms of presents these and simultaneously with the execution hereof. the VENDORS was lawfully in possession of the said

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property, free and clear of all encumbrances, claims or disputes, mortgage, lien, charge, right or any other encumbrances or impediment;

- iii. That the devolution of the title set out in the recitals hereinabove is true and correct and the title of the VENDORS to the said property is clear, marketable and free from all doubts, encumbrances, claims, demands, liens or charges whatsoever;
- iv. That the VENDORS is entitled to the said property as the absolute owners thereof;
- v. That there are no tenants or occupants in the use, possession and occupation of the said property or any part thereof, whether lawful or otherwise;
- vi. That the tenure of the said property is freehold;
- vii. That there are no litigation proceedings, suits or any form of proceedings, any *lis pendens* or other notices of any attachment, either before or after judgment, pending in

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respect of the said property or any part thereof whereby the rights of the VENDORS to deal with the said property are in any way affected or jeopardized, and that the said property is not the subject matter of any suit or any proceedings, that the said property has not been attached nor is capable of being attached before judgment, and that there are no prohibitory orders or any attachment orders of or otherwise any liabilities in respect of the said property or any part thereof;

viii. That the said property hereby sold nor any part thereof are the subject matter of any notification or proceedings under The Land Acquisition Act or any other law for compulsory acquisition of properties;

ix. That the said property hereby sold nor any part thereof are the subject matter of any attachment, seizure or order restraining transfer, or an order restraining any use thereof;

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That no permission is required under any applicable law
in order to enable the VENDORS to enter into this Deed,
or to effect the sale, transfer and conveyance of the said
property from the VENDORS to the PURCHASER;

That neither the VENDORS nor the predecessors in title of the VENDORS have otherwise entered into any agreement for sale or development or permitted any Person to consume any development rights on or otherwise transferred the suid property or any part thereof, nor have the VENDORS or the predecessors in title of the VENDORS created any encumerances over the said property with any Person which continues to subsist as on the date of these presents, and that the no part of the said property is the subject matter of any previous agreement of whatsoever nature by the VENDORS, their predecessors-in-title, or the lawful representatives of the VENDORS with the persons, and that no agreement exists between the VENDORS, their

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predecessors-in-title, or the lawful representatives of the VENDORS with any persons by which the right, title or interest of the VENDORS in the said property or the right of the VENDORS to execute this Deed or to sell, transfer and convey the said property to the PURCHASER is affected in any manner whatsoever;

- That neither the VENDORS nor anyone on behalf of the
   VENDORS has otherwise created any adverse rights in
   respect of the said property or any part thereof;
- xiii. That there are no dues payable to the Government or any other authorities against the said property hereby sold or any part thereof;
- xiv. That there are no income tax, wealth tax, sales tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the said property or any part

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thereof is, or may be, in any way affected and/or jeopardized;

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- xv. That no third party consent / no objection, including from any authority, is required to be obtained for the purpose of effective completion of the sale and transfer of the said property in favour of the PURCHASER as contemplated herein;
- xvi. That all taxes, land revenue, etc. payable to the State or Central Government and any other concerned authority in respect of the said property for the period until the date of this Deed are paid, that there are no dues payable to any of the aforesaid authorities, and that all outgoings in respect of the said property have been paid;
- xvii. That the PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy and possess and enjoy the said property hereby conveyed without any interruption or disturbance either by the

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**VENDORS** or any other person or persons claiming through or under them or without any unlawful disturbance or interruption from any person whatsoever;

- xviii. That there are no easementary rights created under any document or by any covenant or by prescription in respect of /or upon the said property or any part thereof;
- xix. That the said property is not under any reservation or setback under the development plan and not reserved forany public purpose;
- xx. That the said property is demarcated and surveyed andthere is no dispute as to the boundary of the saidproperty, and that the said property has proper access;
- xxi. That no notice/s is/are received by the predecessor/s in title of the VENDORS or anyone on behalf of the VENDORS, either from local authorities or from the Government or otherwise for requisition and/or acquisition of the said property or any part thereof;

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(Fortunato Bruno Jose María Fernandes)



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The VENDOR confirm and record that on execution of these presents VENDORS the has handed over 10 the **PURCHASER** quiet, vacant and peaceful possession of the said property as the absolute owner thereof AND THIS DEED FURTHER WITNESSETH that the VENDORS hereby jointly and severally indemnify, defend and hold harmless, and agrees to keep the PURCHASER indemnified from all losses, liabilities, claims, actions, damages, cost, charges and expenses which the PURCHASER or any person claiming through the PURCHASER, including his heirs, executors, administrators and assigns, may suffer, incur or be put to by reason of (i) any claims and/ or demand that may be made by any person or party in respect of the said property, (ii) any breach of any of the representations, warranties, covenants or undertakings of the VENDORS contained in this Deed, (iii) from all suits and/or proceedings that may be filed and/ or initiated against the PURCHASER in relation to the said property or any part thereof, and (iv) otherwise in connection with the sale, transfer

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or conveyance of the said property by the VENDORS to the **PURCHASER**, and in each case, from all costs, charges and expenses that the **PURCHASER** may suffer, incur or be put to by reason of such suits and or proceedings filed and/or initiated against the **PURCHASER** including on account of any claims by any Person in relation to the said property.

10. The VENDORS hereby covenants and undertake that:

- They shall execute all documents which may be found necessary by the PURCHASER to be executed for conferring or confirming proper and better title of the said property, hereby sold in favour of the PURCHASER, or for transferring all or whatever records in respect of the said property hereby sold, exclusively in the name of the PURCHASER;
- ii. They shall do all acts, things and matters as are necessary and to render such co-operation as may be required to

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(Fortunato Bruno Jose Maria Fernandes)



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mutate the names of the PURCHASER in the land / revenue records of the said property; and

- iii. They shall sign and register all documents as may be required for more perfectly effectuating the sale, transfer, conveyance and assignment of the said property in favour of the PURCHASER.
- The VENDORS do hereby express their consent and no 11. objection for the PURCHASER to apply for mutation of records in Form I & XIV in respect of the said property hereby sold and further express their consent and No Objection to record the name of the PURCHASER as occupant thereof. The VENDORS do hereby further express that in the proceedings of such mutation. the concerned Mamlatdar/Talathi/Survey Authority need not issue any Notice to the VENDORS and service of such Notice is hereby expressly waived by the VENDORS.

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(Fortunato Bruno Jose Maria Fernandes) (Kustaina Filomena Fornandes) (1499-1-1)

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 The executants declare that the subject matter of this Deed of Sale does not pertain to occupancies of person belonging to Schedule Caste and Schedule Tribes.

The market value of the said property hereby sold is Rs. 94,00,000/- (Rupees Ninety-Four Lakhs Only).

### SCHEDULE-1

### (Description of the said property hereby sold)

All that property known as Aforamento in Dagualy alongwith old residential house, admeasuring about 725 sq. mts. situated at Village Raia, within the area and jurisdiction of Village Panchayat of Raia. Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office under No. 23923 of Book G-19, surveyed under Survey No. 325/7 of Village Raia and the same is bounded as under:

East: By Survey No. 325/8 and 325/11 of Raia Village;

West: By Survey No. 325/6 of Raia Village:

North: By Road

South: By Survey No. 325/12, 325/9 (part) and 325/11 of Raia Village

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXECUTED THE PRESENT DEED ON THE DATE MENTIONED HEREINABOVE.



SIGNED AND DELIVERED by FG Sm Frank the within named VENDORS

the (FORTUNATO BRUNO JOSE MARIA FERNANDES)



Left hand finger impressions of FORTUNATO BRUNO JOSE MARIA FERNANDES



Right hand finger impressions of FORTUNATO' BRUNO JOSE MARIA FERNANDES

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(Fortunato Bruno Jose Maria Fernandes)



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the within named Partners of the **PURCHASER** 



# (PRADEEPCHAND SAIL)



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Right hand finger impressions of PRADEEP CHAND SAIL

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(Fortunato Bruno Jose). Maria Fernandes)



(Kushuma Filomena Fernandes)

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(Fortunato Bruno Jose Maria Fernandes) (Kushuma Filomena Fernandes) (しいれ・て て) (Pradeepchand Sail)

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## WITNESSES:



1. Name: Sudhan Jairam Dinonkey S/D/W of: Jairam Amonkey Age: 60 year's Marital Status: Married Profession: Bussiness Address: HADI- 227, Kharebaris, Oppishezer Hotel. Address: HADI- 227, Kharebaris, Oppishezer Hotel. Mobile No.: 9549210966 Aadhaar/EPIC/Driving Licence No.: 5910 6384 6338 Signature: June

2. Name: Paresh Baburao Kerker S/D/W of: Baburao Kerker Age: 55 years Marital Status: Married. Profession: Business Address: Plot No:- A, 17]7, Samar Idhi, Chandrawaddo, Address: Plot No:- A, 17]7, Samar Idhi, Chandrawaddo, Latarda, Mobile No.: 866 860 4 51-1 Aadhaar/EPIC/Driving Licence No.: 40% LZ ENSU 337-Signature: Markey

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(Fortunato Bruno Jose Maria Fernandes) (Kushuma Filomena Fernandes)  $( ( \cdot H \cdot \tau \cdot \tau))$ 

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## PLAN SHOWING

PROPOSED STILT / LOWER GROUND FLOOR PLAN IN PROPERTY DEASING SURVEY NO. 325/7 OF VILLAGE RAM TALUKA SALCETE GOA.





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# UPPER GROUND FLOOR PLAN

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# Government of Goa

# **Document Registration Summary 2**

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

Print Date & Time : - 11-Aug-2023 01:55:00 pm

Document Serial Number :- 2023-MGO-3434

Presented at 01:51:53 pm on 11-Aug-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Sr.No	Description		Rs.Ps
► <u>1</u>	Stamp Duty	**************************************	423000
2	Registration Fee		282000
3	Mutation Fees	··· • • • • • • • • • • • • •	1500
4	Processing Fee		1280
		Total	707780

Stamp Duty Required :423000/-

Stamp Duty Paid 423000/-

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	PRADEEPCHAND SAIL .Father Name:PRAKASH D SAIL,Age:			<b>9</b> 55879978
	45,	્ર જે ગુજરાત છે.		
1	Marital Status: Married ,Gender:Male,Occupation: Business			State Bar
	Address1 - FATORDA MARGAO GGA, Address2 - SRO			E CAN
	SALCETE,	×	A MARCE	e l'
	PAN No.: AAFFL5886L			

# Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	FORTUNATO BRUNO JOSE MARIA FERNANDES , Father Name:FRANCIS FERNANDES, Age: 78, Marital Status: Married ,Gender:Male,Occupation: Advocate, H NO 37/G DONGORIM NUVEM SALCETE GOA, PAN No.: AAAPF5895J			7. 15. I. pr. Freedon C. G.
2	KUSHUMA FILOMENA FERNANDES , Father Name:PAUL ROSARIO RODRIGUES, Age: 74, Marital Status: Married ,Gender:Female,Occupation: Housewife, H NO 37/G DONGORIM NUVEM SALCETE GOA, PAN No.: ABLPF9034D			
3	PRADEEPCHAND SAIL , Father Name:PRAKASH D SAIL, Age: 45, Marital Status: Married ,Gender:Male,Occupation: Business, FATORDA MARGAO GOASRO SALCETE, PAN No.: AAFFL5886L	<b>P</b>		A Carl
4	PRACHITI SAIL , Father Name:WIFE OF PRADEEPCHAND SAIL, Age: 41, Marital Status: Married ,Gender:Female,Occupation: Business, FATORDA MARGAO GOASRO SALCETE, PAN No : AAEEL 5826L	ρ		

Residence - Da Clarin Alte

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Sr.NO	Party Name and Address	Photo	Thumb	Signature
Ţ	Name: PARESH BABURAO KERKAR, Age: 55, DOB: , Mobile: 8668604641 , Email: , Occupation: Business , Marital status : Married , Address: 403601, MARGAO SALCETE GOA, Margao, Salcete, SouthGoa, Goa	-6) -**		Contar
2	Name: SUDHAN JAIRAM AMONKER, Age: 60, DOB: Mobile: 9579210966, Email: ,Occupation:Business, Marital status : Married, Address:403601, MARGAO SALCETE GOA, Margao, Salcete, SouthGoa, Goa			and the second s

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