

THIS DEED OF SALE is made and executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa on this 27th day of March, 2018 (27/03/2018) **BY** and **BETWEEN**:

 Kadambindia12@gmail.com, both nos. 1 and 2 are resident "Kalyan", 1743, Aquem, Margao Goa, both Indian Nationals and hereinafter referred to as "VENDORS" (which expression is unless repugnant to the context or meaning thereof include theirs, legal representatives, administrators, executors, success and assigns) of the FIRST PART. AND M/S ROYAL DEVELOPERS (holder of Pan Card No		Mr. BHUSHAN SHIVANAND KADAM, s/o Mr. Shivanandam, aged 49 years, occupation businessman, holding Income
Enrollment No	TERAN	Control bearing PAN holding Aadhar Card bearing
Mrs. SAMRUDHI B. KADAM, wife of Mr. Bhushan S. Kadaged 44 years, occupation housewife, holding Income Tax Cobearing PAN holding Aadhar Card bearing Enrollm No. Mobile No. 9423882944, Email address Kadambindia12@gmail.com, both nos. 1 and 2 are resident "Kalyan", 1743, Aquem, Margao Goa, both Indian Nationals and hereinafter referred to as "VENDORS" (which expression sunless repugnant to the context or meaning thereof include theirs, legal representatives, administrators, executors, success and assigns) of the FIRST PART. AND M/S ROYAL DEVELOPERS (holder of Pan Card No. AND a partnership firm registered under the Indian Partnership Act 19 having its registered office at Shop No. 5, Royal Classic Buildin Dongorim, Navelim, Salcete, Goa, represented by its partners: (i) MR. ALBINO ANAND FERNANDES, son of late Mr. Anto Fernandes, age 40 years, Indian National occupate business, Permanent Account Number hold hold hadhar Card bearing Enrollment No. Married, residing at H. No. 156/A, St. Minguel Wadanarried, residi	B1	Mm 2 4
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(ii)	MR. EDWARD PHILIPE FERNANDES, son of late Mr. Beatriz
	Piedade Fernandes, age 46 years, Indian National occupation
	business, Permanent Account Number, holding
	Aadhar Card bearing Enrollment No.
	unmarried, residing at H. No. 167, Cumborda, Sarzora,
	Chichinim, Salcete-Goa;

hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor in interest, executors, administrators and assigns) of the SECOND PART.

WHEREAS at Gogol, Margao, Goa, there exists a landed property known as "GOGOLA" alias "CULNA", situated within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, Margao, described as a whole in the Land Registration Office of Salcete under Description No. 13687 at page 84v of Book No. 35 B of new series.

The above described property is hereinafter referred to as "Said Entire Property".

AND WHEREAS the Said Entire Property was owned by Jose Bento Vaz and his wife Santana Dias hailing from Margao.

AND WHEREAS 1/3rd part of the Said Entire Property was sold by said Mr. Jose Bento Vaz and his wife to Mr. Thomas Pereira hailing from Saligao via Public Deed drawn by Notary of Salcete Mr. Constancio Roque Bernardo Salvador da Costa on 27/12/1927 at page 23V upto 25V of Book No. 410.

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AND WHEREAS this 1/3rd part of the Said Entire Property, came to be separated therefrom and was independently described in the Land Registration Office of Salcete under Description No. 31663 at page 130v of Book B-81 of New Series and came to be inscribed in favour of Mr. Thomas Periera on 22/05/1929 under Inscription No. 22316.

This 1/3rd part of the Said Entire Property is better described in the CHEDULE A hereunder written and is hereinafter referred to as "SAD PROPERTY".

AND WHEREAS upon the death of said Mr. Thomas Pereira, his wife Mrs. Luizinha Moniz e Pereira instituted an Inventory Proceeding for partition of the assets left behind by him, being Inventory proceeding No. 35/72 and vide Order dated 29/11/1982, the Said Property described under Item No. 110 of the Said Inventory came to be allotted to Mr. Thomas Agnelo Pereira alias Thomas John Agnelo Pereira alias Thomas Pereira (Junior), son of mr. Camilo Pereira and the grandson of said Mr. Thomas Pereira.

AND WHEREAS during the Government Survey conducted in the State of Goa, the Said Property came to be surveyed under Chalta No. 13 of P. T. Sheet No. 91 of Margao City.

AND WHEREAS said Mr. Thomas Agnelo Pereira alias Thomas John Agnelo Pereira sold an area admeasuring 1000.00 Sq. meters of the Said Property unto Mr. Shantaram Pandurang Corgaonkar, Mr. Damodar Pandurang Corgaonkar, Mr. Dipu Pandurang Corgaonkar, Mr. Sitaram Pandurang Corgaonkar and Mr. Vassant Pandurang Corgaonkar, vide Deed of Sale dated 02/01/1984, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. 1263 at pages 348 to 353 of Book No. I, Vol. No. 302 dated 02/06/1984.

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AND WHEREAS in the Survey records of Said Property i.e. Chalta No. 13 of P. T. Sheet No. 91 of Margao City, the names of heirs of late Thomas Pereira (Sr.) came to be erroneously recorded overlooking the Order dated 29/11/1982 passed in the Inventory Proceeding by which the Said Property was allotted exclusively to Mr. Thomas Agnelo Pereira alias Thomas John Agnelo Pereira alias Thomas Pereira (Junior)

AND WILLIAMS Mr. Clifford Anthony Pereira, Mr. Clarence Baptista Pereira and Mr. Thomas John Agnelo Pereira and his wife (the first two brothers of third one and owned 2/3rd part of the Said Property having purchased the same from Mr. Thomas John Agnelo Pereira) filed a Civil Suit against the heirs of late Shri. Thomas Pereira (Senior) being Special Civil Suit No. 219/1990/A before Civil Judge, Senior Division, Margao for declaration that the Plaintiffs alone are the sole owners of the Said Property described under Schedule A herein being Chalta No. 13 of P. T. Sheet No. 91 of Margao City and further the Said Property having been allotted to Mr. Thomas Pereira on the basis of the allotment made in the Inventory Proceeding No. 35/72, sought declaration that the names of defendants therein erroneously appearing be deleted from the Chalta No. 13 of P. T. Sheet No. 91 of Margao City.

and whereas the defendants to the said suit whose names were erroneously appearing in the Survey Records of Chalta No. 13 of P. T. Sheet No. 91 of Margao City, filed written statement on 01/11/1990 in the said suit admitting that the Suit Property (viz Chalta No. 13 of P. T. Sheet No. 91 of Margao City) was allotted to Mr. Thomas John Agnelo Pereira in the Inventory Proceeding initiated on the death of Thomas Pereira (senior) and his wife and that they the defendants have no right of whatsoever nature to the Suit Property.

AND WHEREAS vide Judgment and Order dated 29/11/1990 the said Civil Suit was decreed thereby ordering the correction of the Survey Records of Chalta No. 13 of P. T. Sheet No. 91 by deleting the names of the defendants appearing therein.

AND WHEREAS a portion of land admeasuring 1000,00 Sq. meters the Said Property under Chalta No. 13 of P. T. Sheet No. 01 of Margae City, came to be separately plotted and demarented under Chaltano. 18 of P. T. Sheet No. 91 of Margae City.

for bong an independent and separate unit under Chlat No. 18 of P. T. Sheet No. 91 and erstwhile formed part of the property under Chalta No. 13 of P. T. Sheet No. 91 of Margao City is better described in the SCHEDULE B hereunder written and is hereinafter for the sake of convenience referred to as "SAID PLOT".

AND WHEREAS said Mr. Shantaram Corgaonkar and his brothers along with their respective spouses, vide Deed of Sale dated 15/02/1984, duly registered in the office of the Sub-Registrar, Salcete under No. 2225 at pages 211 to 217 of Book No. 1, Vol. No. 319 dated 01/10/1984, sold the SAID PLOT to Shri. Prakash S. Panandikar.

AND WHEREAS said Mr. Prakash S. Panandikar expired on 20/02/2003 leaving behind his widow Mrs. Asha alias Ashalata Panandikar and two children namely Shailen Panandikar married to Sucheta Panandikar and Nandita Panandikar married to Sachin Bendale, as is declared vide Deed of Succession dated 12/11/2003 drawn in the office of the Ex-officio Notary Public Salcete at folio 43V of Deeds Book No. 1455.

AND WHEREAS vide Deed of Sale dated 15/03/2007, duly registered in the office of the Sub-Registrar, Salcete ungles, Reg. No.

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1442 at pages 91 to 111 of Book No. I, Vol. No. 2287 dated 27/03/2007, said Asha alias Ashalata Panandikar, Shailen Panandikar, his wife Sucheta Panandikar, Nandita Panandikar alias Nandita Sachin Bendale and Sachin Bendale, sold unto the member no. 1 of the VENDORS herein, the SAID PLOT along with incomplete house standing therein.

AND THEREAS the member no. 1 of the VENDORS is married to member to 2 of the VENDORS and thus owns the SAID PLOT jointly, while the incomplete house standing therein has been now demolished.

AND WHEREAS the VENDORS as the absolute and lawful owners in possession of the SAID PLOT, wish to sell the SAID PLOT and accordingly identified the PURCHASER who agreed to purchase the same, relying upon the representations and declarations made by the VENDORS unto the PURCHASER as detailed herein below:

- They have clean, clear, marketable and subsisting title to sell, convey, assign or otherwise transfer the SAID PLOT;
- The SAID PLOT or any part thereof is not subject to any lease rights or any other rights whatsoever from any other person/s whomsoever;
- iii) The SAID PLOT or any part thereof is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever;
- they have not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease, license or any other Agreement or understanding, under whatsoever nomenclature, whether oral or in writing, with any third party or third parties in respect of the SAID PLOT or any part thereof;

thereof to any bank or other financial institution or any other

That there are no liabilities outstanding in respect of the SAID LOT;

- vii) That no other person/persons other then the VENDORS mentioned hereinabove are the owners or possessors of the SAID PLOT or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the SAID PLOT and/or deal with it in any manner whatsoever.
 - viii) That there is no legal bar or impediment for this transaction and that the SAID PLOT is free from encumbrances, liens and/or charges.
 - ix) That neither SAID PLOT nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
 - x) That neither the SAID PLOT nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
 - the present understanding or the present understanding is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the SAID PLOT or any part thereof, the VENDORS, shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/objectionist in the SAID PLOT or or any part thereof from the consideration determined herein and the

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PERCYASER shall in no way be responsible to settle any such share, light, title, claim etc. of the third party or shall not be responsible to indemnify the VENDORS for any such settlement made by them with any third party.

notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the VENDORS or by any of their predecessors in title or any person claiming under or through the VENDORS, the VENDORS had at all material times heretofore and now have a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the SAID PLOT unto and to the use of the PURCHASER.

- xiii) That the SAID PLOT fall under Settlement Zone and there are no restrictions or limitations on the development of the SAID PLOT;
- xiv) That they wish to sell the SAID PLOT for a total consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only), which is its fair market value.

AND WHEREAS relying upon the representations and declarations made by the VENDORS herein above in this recital clause and believing the above representations as true and declaration as trustworthy, the PURCHASER has agreed to purchase the SAID PLOT for the aforementioned consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only).

AND WHEREAS the parties hereto now execute the present deed, thereby VENDORS transferring the right, title, interest and possession of the SAID PLOT unto the PURCHASER.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

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- 1. That in pursuance to the said understanding and in consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only), paid by PURCHASER unto the VENDORS in the following manner:
- (i) Rupees Twenty Five Lakhs Only) by Russ. transfer dated 12/11/2016 drawn on Canara Bank, in of member no. 1 of the VENDORS;
- (ii) a dm of Rs. 69,05,000/- (Rupees Sixty Nine Lakhs Five Thousands Only) vide Bank RTGS. dated 27/03/2018 drawn on Canara Bank, in favour of member no. 1 of the VENDORS; and
- (iii) a sum of Rs. 95,000/- (Rupees Ninety Five Thousands Only) as and by way of TDS deducted and paid on behalf of the VENDORS via Challan dated 27/03/2018,

the payment and receipt of the said entire sale consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only), the VENDORS, jointly and severally, hereby admit and acknowledge to have received in full and discharge the PURCHASER of the same and every part thereof; they the VENDORS jointly and each of them independently, hereby grant, convey, sell, transfer, assign and assure by way of absolute sale unto the PURCHASER the SAID PLOT admeasuring an area 1000.00 Sq. Mts, (One Zero Zero Zero Decimal Zero Zero) described in SCHEDULE B hereunder written, together with all things standing therein, all that is embedded in earth, all that is beneath the surface and all trees, drains, ways, paths, plants, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the SAID PLOT and/or every part thereof and all estate right, title, interest, use, inheritance, possession, benefit, claims, and demand whatsoever at law of or upon the VENDORS into out of or upon the SAID PLOT and/or every part thereof, TO HAVE AND TO HOLD all and singular the SAID PLOT hereby granted, released, conveyed and intended and assured or expressed so to be with every rights and appurtenances unto and to the use Mil goard drift and benefit of the PURCHASER forever.

2. The VENDORS have today at the time of execution of this delivered exclusive, vacant, lawful and peaceful possession of the SUD PLOT unto the PURCHASER and the PURCHASER acknowledges the delivery thereof.

The VENDORS hereby declare that they have absolute right and title to convey the SAID PLOT to the PURCHASER and that it shall be lawful for the PURCHASER from time to time and at all time hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the SAID PLOT hereby granted with their appurtenances and receive benefits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the said VENDORS and/or any persons from/under them and to use the same for any residential and or commercial purpose.

- 4. The VENDORS covenant with the PURCHASER as under:
 - a) that they and all persons claiming through or under them, at their own costs and expenses, shall and will from time to time upon the request of the PURCHASER, do and execute or cause to be done and execute all such lawful acts, deeds and things, whatsoever for further and more perfectly conveying and assuring the SAID PLOT unto the PURCHASER or his nominee and placing the PURCHASER or its nominee in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required, including execution and registration of any rectification, ratification, NOCs etc.;
 - b) that the representations and declarations made by the VENDORS unto the PURCHASER in the recital clauses of this deed, relying upon which the PURCHASER has agreed to purchase the SAID PLOT, be deemed to have

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been specifically incorporated herein for all purposes and not repeated to avoid repetition.

the VENDORS hereby declare that they have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or things nor they have made any false declaration or representation in the recital part of this deed, whereby they are prevented from granting and conveying the SAID PLOT in the manner aforesaid and hereinafter.

- 6. The VENDORS hereby authorize the PURCHASER to get transferred in its name the "SAID PLOT", purchased by it by the present deed and the VENDORS specifically give No Objection for carrying out mutation deleting the names appearing in the Survey records of the SAID PLOT and by including the name of the PURCHASER in the survey records of the Said Plot and hereby waive any notice/s or summon/s that may be required to be addressed to them under any law in force.
- That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode or in violation of any law, policy or circular of State or Central Government, or for any objection by any party for any reason whatsoever, the VENDORS and each of them, shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/objectionist in the SAID PLOT from the consideration determined herein and the PURCHASER shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDORS for any such settlement made by them with the third party.

- 8. The VENDORS undertake to indemnify and keep indemnified the PURCHASER for any defect in title against all the person or persons claiming and demanding any right/s, title and interest in the SAD PROPERTY. Further, the VENDORS hereby agree to indemnify and keep indemnified the PURCHASER against all claims, demands actions, proceedings, losses, damages, recoveries, judgments, cost, expenses which may be made or brought or commenced against the PURCHASER by any third party or against the VENDORS and in which the PURCHASER is subject to any loss, damage etc. in respect to the SAID PLOT of the SAID PROPERTY hereby sold.
 - 9. The VENDORS hereby declare that they are aware of notification bearing no. RD/LND/LCR/318/77 dated 21/08/1978 and Circular No. 16/04/2011-RD dated 06/06/2011 issued by the Government of Goa and hereby declare that they does not belong to the Schedule Castes or Schedule Tribes category.

SCHEDULE A

(of the SAID PROPERTY)

All that property known as "GOGOLA" alias "CULNA" (1/3rd Part), situated at Gogol, Margao Goa, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District South Goa, State of Goa, described in the Land Registration no. 31663, at pages 130 of Book B, Volume no. 81 New Series being 1/3rd part of the property Described under Description No. 13687, enrolled under Matriz no 799 and surveyed under Chalta no. 13 P. T. Sheet No. 91 of City Survey Margao and is bounded as under:

As per Certificate of Description No. 31663

East: by remaining 2/3rd part of the Property Gogola Culna

belonging to Jose Bento Vaz and his wife Santana Vaz;

West: by public road;

North: by remaining 2/3rd part of the Property Gogola Culna

belonging to Jose Bento Vaz and his wife Santana Vaz; and;

South:

By property belonging to Communidade of Margao.

SCHEDULE B (OF THE SAID PLOT)

An that Plot of land admeasuring an area of 1,000.00 Sq. Mts, forming an independent and separate unit in itself being surveyed under Chalta no. 18 P.T. Sheet no. 91 of City Survey Margao erstwhile forming part of the property under Chalta No. 13 of P. T. Sheet No. 91 of Margao City described in SCHEDULE A hereinabove written and is bounded as under:

East: by property under Chalta No. 12 of P. T. Sheet No. 91 of Margao City;

West: by public road;

North: by property under Chalta No. 12 of P. T. Sheet No. 91

of Margao City; and

South: by property under Chalta No. 13 of P. T. Sheet No. 91 of Margao City;

The Said Plot is better shown in the plan annexed hereto and the same forms part of this Deed.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands hereunto on the day, month and the year first hereinabove mentioned.

SIGNED, SEALED AND DELIEVERED BY THE WITHIN

NAMED VENDORS:

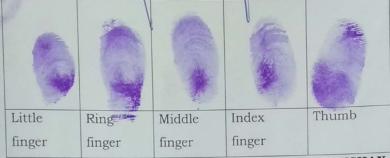
Mr. BHUSHAN SHIVANAND KADAM

lember No. 1 of the VENDORS

e party of the FIRST PART

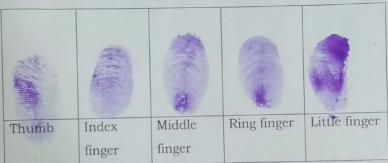
the presence of.....





LEFT HAND FINGER PRINT IMPRESSION OF Mr. BHUSHAN

SHIVANAND KADAM



RIGHT HAND FINGER PRINT IMPRESSION OF Mr. BHUSHAN

SHIVANAND KADAM

Sadam Alla grown And.

SAMRUDHI BHUSHAN KADAM

Member No. 2 of the VENDORS The party of the FIRST PART In the presence of.....





Little	Ring	Middle	Index	Thumb
finger	finger	finger	finger	

LEFT HAND FINGER PRINT IMPRESSION OF Mrs.

SAMRUDHI BHUSHAN KADAM

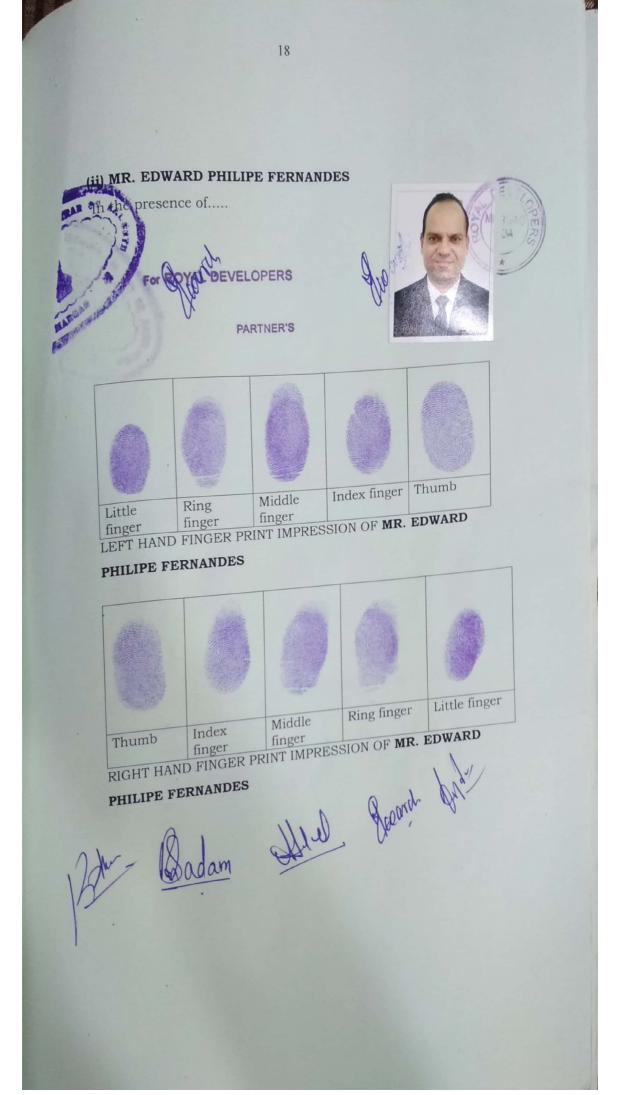


RIGHT HAND FINGER PRINT IMPRESSION OF Mrs.

SAMRUDHI BHUSHAN KADAM

That Scooning Andi-





In the presence of:

Name

Father's Name

Age

Occupation

Address

Signature

: Sudhir . S. Golobhavi : Shivabasuppa Golabhari

: 21 years

: Site Supervisor : Mandopa, Navelin, Margao -

2. Name

Father's Name

Age

Occupation

Address

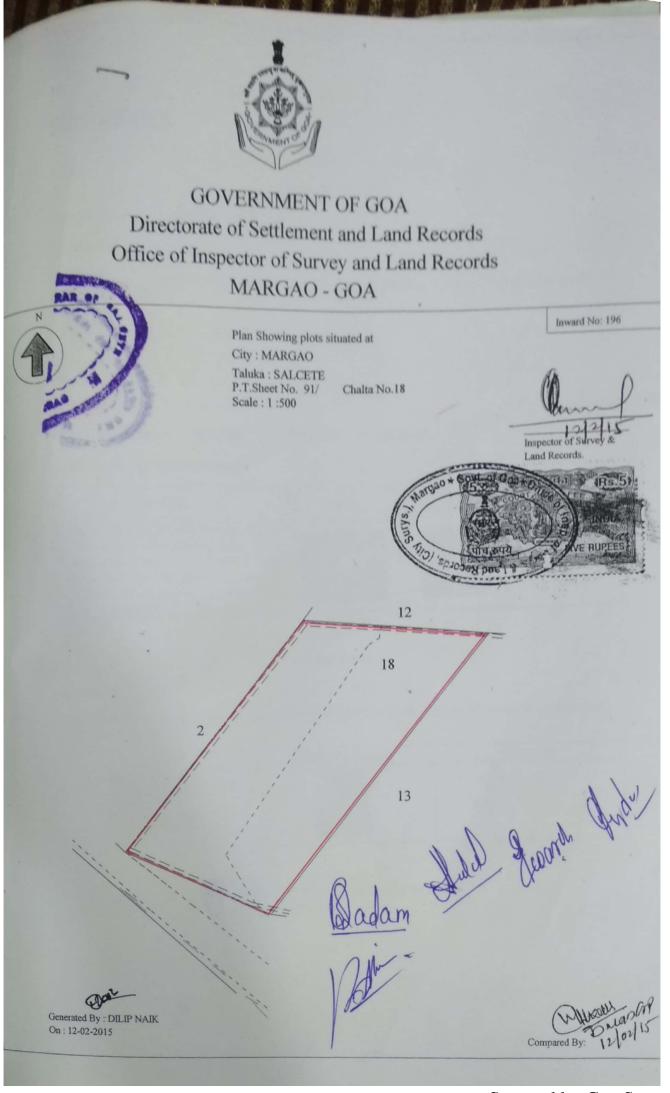
Signature

: Pooja Karekar

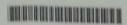
: 26 years.

: Mandopa, Navelin, Salcett, goa

Men Badam Ald Grand duty



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Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time: 27-03-2018 12:52:31 PM

Document Serial Number: 1459

Sented at: 12:23:00 PM on 27-03-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with

Sr. No	Description	Rs. Ps
1	Registration Fee	285000.00
2	Processing Fees	430.00
-000	otal ;	285430.00

Stamp Duty Required:

380000.00

Stamp Duty Paid: 380100.00

Albino Anand Fernandes presenter

Name	Photo	Thumb Impression	Signature
Albino Anand Fernandes,s/o late Antonio Fernandes , Married,Indian,age 40 Years,Business,r/o H No. 156/A St. Minguel Waddo Dramapur Salcete Goa As partner of M/s Royal Developers having its office at Navelim Salcete Goa	- Park		Also Peloke

Endorsements

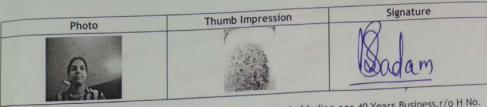
Executant

1 . Bhushan Shivanand Kadam, s/o Shivanand Kadam, Married,Indian,age 49 Years,Business,r/o Kalyan 1743 Aquem Margao Goa

Photo	Thumb Impression	Signature
	Tables 1	1/1/hr +
6	ANNE	16
		// //
	No comments	

2 . Samrudhi Bhushan Kadam, W/o.Bhushan S Kadam, Married,Indian,age 44 Years,Business,r/oHno.1743,Aquem Alto,Margao,Goa

27/Mar/2018 12:51 PM



3 Albino Anand Fernandes, s/o late Antonio Fernandes, Married, Indian, age 40 Years, Business, r/o H No. 156/ASt. Minguel Waddo Dramapur Salcete Goa As partner of M/s Royal Developers having its office at

Thumb Impression	Signature
THORID IN THE	1.()
	11/19
	Blu
	Thumb Impression

4 . Edward Philipe Fernandes , S/o. Beatriz Piedade Fernandes , UnMarried,Indian,age 46 Years, Business, r/oH.No. 167, Cumborda, Sarzora, Chinchinim, Salcete - Goa As the Partner of M/s.Royal

pers	Thumb Impression	Signature
Photo	Marie	Z.
		2 8
6		23
3		9
		9

5 . Kedar Nagendra Jagdale , S/o.Late Nagendra Jagdale , Married,Indian,age 41 Years,Business,r/oH. no. 933/4, Moddi, Navelim, Salcete, Goa. As a partner of M/S. ROYAL DEVELOPERS office at Shop No. 5, Royal Classic Bldg, Dongorim, Navelim, Salcete, Goa

sic Bldg, Dongorim, Navelim,	Thumb Impression	Signature
Photo		18/
6		Wed.
35		7

Ident	ification	Signature
C.	Witness Details	- N . I -
No.	Norlan Fernandes , s/o David Fernandes,Married,Indian,age 56	1
1	Norlan Fernandes , s/o David Fernandey Years,Service,r/o Benaulim Salcete Goa	

Scanned By:-

Signature:-

Certified that Mutation Fees of

27/Mar/2018 12:51 PM

Sub-Registrar

- REGISTRA

CALCETTE

2 of 3

