

GOVERNMENT OF GOA

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Sapana Real Estate

Margao Goa

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Serial No. 4843 2006

Presented at the Office of the Sub-Registrar of Salce H between the hours of 9.30 9 2006

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SUB-REGISTRAN SALCETE

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DEED OF SALE

THIS DEED OF SALE is made at Margao, Salcete, Goa, on this 08th day of November of the year 2006;

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Treasury Officer GOVERNMENT OF GOA DISTRICT THE ABURY SOUTH | 2 NOV 2006

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Rupees Twenty Five Thousand Only Sapana Real Estate

Maggao - Goa

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BETWEEN

1. Mrs. LEONORA JESUSLINA D'SOUZA, LEONORA JESUINA CARVALHO, alias LEANOR JESUINA CARVALHO E SOUZA, alias LEONAR JESOVINA DE SOUZA NEE CARVALHO, daughter of late Joao Caetano Carvalho, aged 78 years, Indian National,

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Treasury Officer

GOVERNMENT OF GOA

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Rupees Twenty fire Thousand only Sapana Real Estate

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widow of Marcos Agostinho Lucio de Souza, alias Marcus Lucio D'Souza, landlady, resident of Flat No. S-2, Idinha Apartments, Aquem, Margao, Goa;

 Mr. PEDRO LOUIS D'SOUZA. alias PEDRO LUIS DE SOUZA, son of late Marcos Agostinho Lucio de Souza, aged

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56 years, Indian National, bachelor, employed, resident of · Flat No. S-2, Idinha Apartments, Aquem, Margao, Goa;

Mr. LAWRENCE VALENTINO D'SOUZA, alias LOURENCO VALENTINO DE SOUZA, alias son of late

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Treasury Officer
GOVERNMENT OF GOA

SIDE OF THE ASURY SOUTH 2 NOV 2006

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Marcos Agostinho Lucio de Souza, aged 53 years, Indian National, married, employed; and his wife,

4. Mrs. BRENDA D'SOUZA, daughter of late Francisco Fernandes, aged 45 years, Indian National, housewite, both residents of Flat No. 5-2, Idinha Apartments, Aquem, Margao, Goa;

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GOVERNMENT OF GOA DISTRICT TREASURY SOUTH

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 Ms. ANA FATIMA D'SOUZA, daughter of late Marcos Agostinho Lucio de Souza, aged 52 years, Indian National, spinster, service, resident of Flat No. S-2, Idinha Apartments, Aquem, Margao, Goa;

and Committee to



Treasury Officer

GOVERNMENT OF GOA

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- 6. Mr. CONSTANCIO PIO DE SOUZA, alias Mr. PIO CONSTANCIO D'SOUZA, alias COSTANCIO PIO D'SOUZA, son of late Marcos Agostinho Lucio de Souza, aged 54 years, Indian National, married, employed; & his wife,
- 7. Mrs. ROSY DE SOUZA, alias ROSY GOES E D'SOUZA, alias, daughter of late Santano Goes, aged 50 years, Indian

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Treasury Officer
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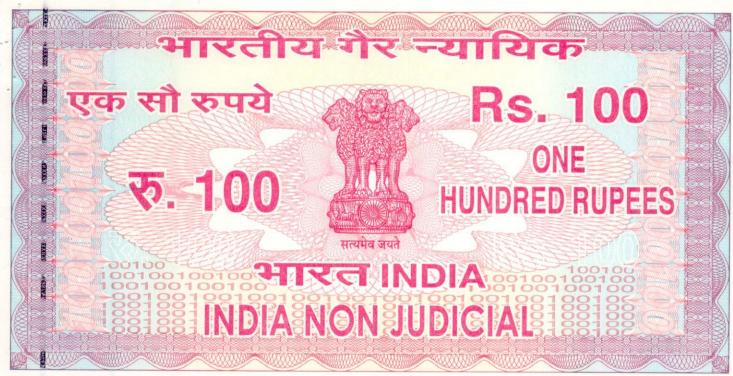
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National, housewife, both residents of H. No. 217, Ambeaxir, Sernabatim, Colva, Salcete, Goa;

8. Mr. HONORATO XAVIER DESOUZA, alias XAVIER HONORATO D'SOUZA, alias Mr. XAVIER ONORATO D'SOUZA, alias HONORATO XAVIER D'SOUZA, son of

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late Marcos Agostinho Lucio de Souza, aged 52 years, Indian National, married, employed; and his wife,

9. Mrs. ANNETTE CALDEIRA E DESOUZA, alias Mrs. ANNETTE CALDEIRA D'SOUZA, daughter of Antonio Caldeira, aged 44 years, Indian National, housewife, both

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residents of Flat No. 15,-Topaz, Madona Colony, S. V. Road, Borivli (W), Mumbai 400 103,

Mrs. CLARINA D'SOUZA E CARDOZ. alias Mrs.
 CLARINA FRANCISCA D'SOUZA, daughter of late

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REGISTRAR OR ON CENTRAL REGISTRAR

Treasury Officer

GOVERNMENT OF GOA

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Value of single Repeas one Hundred only

Rendering at Margae, Goa

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Marcus Lucio D'Souza, aged 49 years, Indian National, married, housewife; and her husband,

11. Mr. MELVYN NICHOLAS CARDOZ, son of late Sebastian Philip Cardoz, aged 42 years, Indian National, employed, both residents of 78, Car Stairs Avenue, Park South, Swindon, SN3 2DF, United Kingdom; all collectively

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GOVERNMENT OF GOA
DISTRICT THEASURY SOUTH

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*** Superior Real Estate

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Signature of Purchase

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hereinafter referred to as "the VENDORS" (which expression, unless repugnant or contrary to the context, shall include all their heirs, successors, legal representatives, administrators, executors and assigns) OF THE FIRST PART;

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1. M/s. SAPANA REAL ESTATE, a Partnership firm, duly registered with the Registrar of Firms at Margao, Goa, under the Indian Partnership Act, 1932, having its principal place of business at H. No. 1448, 'Nanu House', Varde Valaulicar Road, Margao, Goa; duly represented herein by its Partner, Mr. Narayan Krishna Naik, son of Crisna Nanu Naik, aged about 54 years, Indian National, married, businessman, resident of H. No. 2832, 'Krishnsheel', Monte-Hill, Borda, Margao, Goa; hereinafter referred to as "the PURCHASER" (which expression, unless repugnant or contrary to the context, shall include all their Partners, successors, administrators, executors and assigns) OF THE SECOND PART;



WHEREAS the members No. 1 to 5 of the VENDORS are represented herein by their duly constituted attorneys, Mr. William Mario Barreto and Mrs. Pia Barreto, by virtue Power of Attorney executed on 04-08-1997 before Mr. Rajiv Kumar, First Secretary (Consular), High Comission of India, London, and stamped by Additional Collector of South Goa, Margao, on 20-08-1997; certified true Xerox copy whereof is submitted to the Sub-Registrar of Salcete, along with this Deed;

AND WHEREAS the member No. 6 of the VENDORS is represented herein by his duly constituted attorney, Mr. Tomas De Vila Nova Octaviano Carvalho alias Tomas Carvalho, by

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virtue Power of Attorney dated 22-03-2004 executed before Mr. K. S. Angle, Notary of Margao, Goa, under his Reg. No. 3747, certified true Xerox copy whereof is submitted to the Sub-Registrar of Salcete, along with this Deed;

AND WHEREAS the member No. 7 of the VENDORS is represented herein by her duly constituted attorney, Mr. Tomas De Vila Nova Octaviano Carvalho alias Tomas Carvalho, by virtue Power of Attorney dated 20-12-2004 executed before Mr. K. S. Angle, Notary of Margao, Goa, under his Reg. No. 15003, certified true Xerox copy whereof is submitted to the Sub-Registrar of Salcete, along with this Deed;

AND WHEREAS the member No. 8 of the VENDORS is represented herein by his duly constituted attorney, Mr. Tomas De Vila Nova Octaviano Carvalho alias Tomas Carvalho, by virtue Power of Attorney executed on 04-06-2004 executed before Mr. A. Nageshwar Rao, Asst. Consular Officer, High Commission of India, London, and duly stamped by the Addl. Collector of North Goa District, Panaji, on 11-10-2004, certified true Xerox copy whereof is submitted to the Sub-Registrar of Salcete, along with this Deed;

AND WHEREAS the member No. 9 of the VENDORS is represented herein by her duly constituted attorney, Mr. Tomas

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De Vila Nova Octaviano Carvalho alias Tomas Carvalho, by virtue Power of Attorney dated 13-05-2004 executed before Mr. P. G. Vora, Notary of Mumbai, under his Reg. No. 1315/04, certified true Xerox copy whereof is submitted to the Sub-Registrar of Salcete, along with this Deed;

AND WHEREAS the members No. 10 & 11 of the VENDORS are represented herein by their duly constituted attorney, Mr. William Mario Barretto, by virtue Power of Attorney executed on 10-01-2004 before Mr. Surexa P. Lotlecar, Notary of Margao, Goa, under his Reg. No. 100/2004, certified true Xerox copy whereof is submitted to the Sub-Registrar of Salcete, along with this Deed;

AND WHEREAS in the Aquem ward of City of Margao of the Taluka Salcete in the South Goa District, in the State of Goa, there is a land denominated "CHONI", which is described in the Land Registration Office of Salcete under Description No. 16629 at page 176 of the Book-B. No. 42 of the new series, which is inscribed w.e.f. 27-07-1901 under Inscription No. 8395 at page 69 (overleaf) of Book-G. No. 10, in favour of Jose Maria D'Assumpçao;

AND WHEREAS the said Jose Maria D'Assumpçao partitioned the above said land "CHONI" vide the Public Deed dated 12-05-



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1922 drawn at page 71 (overleaf) to 72 (overleaf) of the Notarial Book No. 357 of the Assistant Tabeliao of Salcete, Francisco Marcelino Mousinho Epifanio Rodrigues, into two halves, being one lying on the east and the other lying on the west; and under the same deed the said Jose Maria D'Assumpcao, sold unto one Xec Amod Agi Abdul Raim the western half thereof, and sold the eastern half thereof to Pedro Luis De Souza;



AND WHEREAS, thereafter, the western half of the said land "CHONI" was separately described in the Land Registration Office of Salcete under Description No. 27913 at page 190 (overleaf) of Book-B. No. 71 of the new series; and the said eastern half of the land "CHONI" was separately described in the same office under Description No. 27914 at page 191 of the said Book-B. No. 71 of the new series;

AND WHEREAS the said eastern half of the entire land "CHONI", described under No. 27914 of Book-B. No. 71 of the new series, was then inscribed exclusively in favour of the said Pedro Luis De Souza, provisionally on 22-07-1922 under Inscription No. 18191 at page 84 (overleaf) of Book-G. No. 23 of the said Land Registration Office, which inscription was thereafter finalised on 22-08-1924 under Inscription No. 19726 at page 67 (overleaf) of Book-G. No. 25 of the same Land Registration Office;

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AND WHEREAS, subsequently, vide the Public Deed dated 12-06-1936 drawn at pages 7 to 9 of the Notarial Book No. 49 of the Notary of Mormugao Special Judicial Division, Sacarama Raia Sinai Dume, the said owner of the eastern half of the land "CHONI" described under No. 27914 of Book-B. No. 71 of the new series, namely, Mr. Pedro Luis De Souza along with his wife Mrs. Clarina Vas, partitioned the said eastern half of the land "CHONI" further into two halves, being one lying on the north and the other lying on the south, and under the same deed they gifted to their son by name Marcus Agostinho De Souza, the northern half so formed of the said eastern half of the land "CHONI", or may be the northern half of the land described under No. 27914 of Book-B. No. 71 of the new series, with reservation of the usufruct thereof unto themselves i.e. Mr. Pedro Luis De Souza and his wife Mrs. Clarina Vas; and under the same deed the said Pedro Luis De Souza and his said wife Mrs. Clarina Vas, gifted unto Mr. Andre Souza, the southern half of that land described under No. 27914 of Book-B. No. 71 of the new series, also with reservation of usufruct thereof unto themselves;

AND WHEREAS at the time of initial survey operations of City Survey of Margao, the above said northern half and southern half of the land described under No. 27914 of Book-B. No. 71 of the new series, as one single holding under Chalta No. 2 of P.T. Sheet No. 224, ignoring the fact that the said land has been divided into

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two halves vide the said Public Deed dated 12-06-1936; however, consequent upon Judgment and Order dated 29-12-2003 passed by the Inspector of Survey & Land Records, City Survey, Margao, in Case No. 391/95, the land under the original Chalta No. 2 of P. T. Sheet No. 224 was partitioned into northern half and southern half, and the northern half belonging to Marcus Agostinho De Souza was re-allotted Chalta No. 2 of P. T. Sheet No. 224 and the southern thereof belonging to Andre De Souza has been allotted Chalta No. 5 of P. T. Sheet No. 224;

AND WHEREAS the land described in the SCHEDULE hereinafter appearing is the northern half of the western half of the entire land "CHONI", or may be the northern half of the land described under No. 27914 of Book-B. No. 71 of the new series, of which the said Marcus Agostinho De Souza acquired title vide the said Public Deed dated 12-06-1936, subject to the usufruct right for lifetime in favour of the said Mr. Pedro Luis De Souza and his wife Mrs. Clarina Vas;

AND WHEREAS the said usufruct right holders of the land described in the SCHEDULE hereinafter appearing, viz., Mr. Pedro Luis De Souza and his wife Mrs. Clarina Vas, died respectively on 30-08-1936 and 29-03-1962, on account of which the their usufruct rights got extinguished, making a clear title of the said land in favour of the said Marcus Agostinho De Souza;

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AND WHEREAS the said Marcus Agostinho De Souza expired on 07-01-1964, without any testamentary dispositions, but leaving behind him the member No. 1 of the VENDORS as his widow and moiety share holder, and as his universal successors, he left behind him the members No. 2, 3, 5, 6, 8 & 10 of the VENDORS, being his children, as declared in the Deed of Succession dated 7-11-2003 drawn by the Notary Public Ex-Officio of Salcete, Mr. Leonardo T. Charly de Sa, at pages 56 (overleaf) onwards of his Deeds Book No. 1455;



AND WHEREAS on account of the above mentioned devolution of rights, all the members of the VENDORS are presently the exclusive owners and possessors of the land described in the SCHEDULE hereinafter written;

AND WHEREAS vide the 'Agreement for Sale' dated 15-05-2006 executed by the VENDORS in favour of one Mrs. Irene M. Rego and Mrs. Mima Almeida, the VENDORS have agreed to sell unto the said Mrs. Irene M. Rego and Mrs. Mima Almeida, all that land described in the SCHEDULE hereto;

AND WHEREAS vide the 'Agreement to Assign' dated 02-11-2006 the said Mrs. Irene M. Rego along with her husband Mr. Romalinho M. Carvalho, have assigned all their rights accrued to

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them by virtue of the said 'Agreement for Sale' dated 15-05-2006 unto one Mrs. Pia Barreto;

AND WHEREAS vide the 'Deed of Cancellation (of Agreement for Sale dated 15-05-2006)' dated 03-11-2006, the VENDORS, the said Mrs. Pia Barreto & her husband Mr. William M. Barreto, the said Mrs. Mima Almeida & her husband Mr. Radharao F. Gracias, with due consent from the said Mrs. Irene M. Rego & her husband Mr. Romalinho M. Carvalho, have cancelled the said Agreement for Sale dated 15-05-2006;



AND WHEREAS the VENDORS have now agreed to sell unto the PURCHASER the said land described in the SCHEDULE hereto.

NOW THIS DEED WITNESSES AS UNDER:-

1. For a total price consideration of Rs.80,00,000/- (Rupees eighty lacs only), paid by the PURCHASER to the VENDORS, as stated hereinafter, receipt of which the VENDORS do hereby acknowledge; the VENDORS do hereby CONVEY, TRANSFER and RELEASE, by way of absolute sale UNTO the PURCHASER, all that land described in the SCHEDULE hereinafter appearing, so that the PURCHASER shall HAVE, HOLD, POSSESS and ENJOY from today and for all times hereinafter, such land hereby sold,

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free of all encumbrances and as absolute owner thereof, the said land hereby sold along with all that is situated therein and with all rights, interests, heriditaments, easements, benefits, privileges, advantages, etc., available to the said land or to the owner thereof.

2. The total price consideration of Rs.80,00,000/- (Rupees eighty lacs only) is paid by the PURCHASER to the VENDORS in the following manner:-



Member no. 1 of	Mrs. Leonora	Rs.40,00,000/-	
the Vendors	Jesuslina D'Souza	120.10,00,000)	
Member no. 2 of	Mr. Pedro Louis	Rs.6,66,667/-	
the Vendors	D'Souza		
Member no. 3 of	Mr. Lourenco	Rs.6,66,667/-	
the Vendors	Valentino D'Souza		
Member no. 5 of	Mrs. Ana Fatima	Rs.6,66,667/-	
the Vendors	D'Souza		
Member no. 6 of	Mr. Costancio Pio	Rs.6,66,667/-	
the Vendors	D'Souza		
Member no.8 of	Mr. Xavier Honorato	Rs.6,66,666/-	
the Vendors	D'Souza		
Member no. 10	Mrs. Clarina Francisca	Rs.6,66,666/-	
of the Vendors	D'Souza		
	Γotal:	Rs.80,00,000/-	

- 3. The VENDORS confirm having delivered to the PURCHASER the possession of the said land hereby sold.
- 4. The VENDORS covenant to the PURCHASER as follows:-

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- (a) That the land hereby sold or any part thereof, is not subject matter of any arrears of land revenue or other fees, charges etc., payable to the government, semi-government bodies or corporations owned by the government;
- (b) That the land hereby sold or any part thereof, is not subject matter of any litigation or of any proceedings pending before any court, tribunal, forum, arbitrator, revenue authorities, quasi-judicial authorities or any other authorities under the law in force;
- (c) That the land hereby sold or any part thereof, is not subject matter of any attachment or seizure or proclamation of sale, by any court, tribunal, forum, arbitrator, revenue authorities, quasi-judicial authorities or any other authorities under the law in force;
- (d) That the land hereby sold or any part thereof, is not subject matter of any land acquisition notification or proceedings, under the Land Acquisition Act or any law for compulsory acquisition of the lands including the Indian Forest Act, the Wild Life Act, etc.
- (e) That the title of the VENDORS, up to the time of execution of this deed, in respect of the land hereby sold or any part thereof, is subsisting, clear, free and marketable;
- (f) That the VENDORS or any of them have not entered into any other agreement or transaction with any party



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whomsoever, in relation to the land hereby sold or any part thereof;

- (g) That there are no encumbrances, charges, liens etc., against the land hereby sold or any part thereof;
- (h) That in the event the PURCHASER is deprived of the land hereby sold or any part thereof, on account of any claims made by any person, the VENDORS shall indemnify the PURCHASER against all losses which may be suffered by the PURCHASER;
- (i) That there are no other persons having any rights, interests, claims whatsoever, in relation to the land hereby sold or any part thereof.
- 5. The market value of the land hereby sold is also Rs.80,00,000/- (Rupees eighty lacs only).
- 6. The South Goa Planning & Development Authority, Margao, has granted its NOC for registration of this Deed, vide its letter No. SGPDA/R/3536/1318/06-07 dated 18-09-2006, original of which is being presented to the Sub-Registrar of Salcete, along with this Deed.



SCHEDULE (Description of the said land hereby sold)

ALL THAT land forming the distinct and separated Northern half of the land land denominated "CHONI (eastern half)", situated in the ward Aquem of City of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, in the District of South Goa, of the State of Goa; being the distict and separated Northern half of land found described in the Land Registration Office of Salcete, under Description No. 27914 of Book-B. No. 71 of the new series and enrolled in the Land Revenue Office of Salcete under Matriz No. 66 of Aquem, Margao; and separately surveyed under Chalta No. 2 of P. T. Sheet No. 224 of Margao City Survey, admeasuring 3,980 square meters, and bounded on its EAST by water drain, WEST by road, NORTH by water drain, and SOUTH by land bearing Chalta No. 5 of P. T. Sheet No. 224 of Margao City. This land hereby sold is shown marked in red colour lines in the PLAN annexed hereto.

IN WITNESS WHEREOF the parties hereto have signed this Deed, at Margao, Goa, on the day, month and the year first hereinabove mentioned.

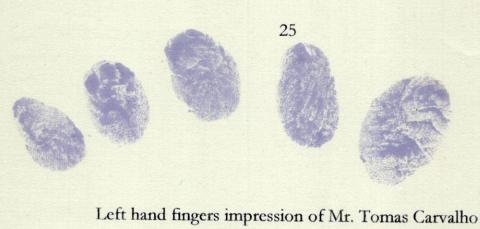
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SIGNED AND DELIVERED by Mr. Tomas Carvalho, constituted attorney for members No. 6 to 9 of the VENDORS.

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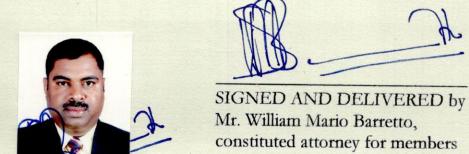
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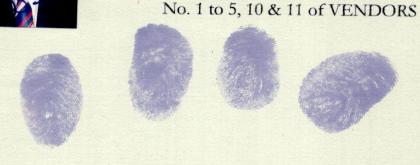






Right hand fingers impression of Mr. Tomas Carvalho





Left hand fingers impression of Mr. William M. Barretto

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Right hand fingers impression of Mr. William M. Barretto



SIGNED AND DELIVERED by Mrs. Pia Barretto, constituted attorney for members No. 1 to 5 of VENDORS.



Left hand fingers impression of Mrs. Pia Barretto



Right hand fingers impression of Mrs. Pia Barretto

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SIGNED AND DELIVERED by Mr. Narayan K. Naik, Partner of M/s. Sapana Real Estate, the PURCHASER.













Left hand fingers impression of Mr. Narayan K. Naik











Right hand fingers impression of Mr. Narayan K. Naik

WITNESSES:

Ambauelle :-



GOVERNMENT OF GOA

Directorate of Settlement & Land Records Office of The Inspector of Survey & Land Records

MARGAO - GOA Plan showing plots situated at Margao City - 🐠 P.T.Sheet No. 224 / Chalta No. 2 Scale 1:500 hu 26/6/06

Computer Generated On 23-06-2006

Compared By :- I DMA PAWAK 26/06/06 registered No. 4990
at pages 235 to 266
Book No. 5 Volume No. 2219
date 22 1196 Sub-Registrar

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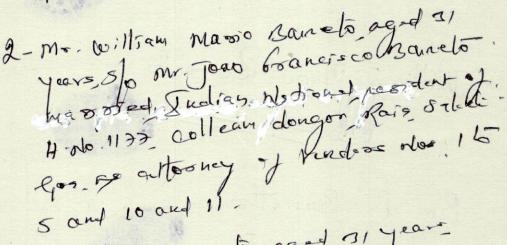
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Vindors Nos, 6 to 9.



3-Mrs. Pig Barreto, aged 31 years colo william Barreto, Indias Netsonal resident of A-No. 1177 Collean donger. Rois Salete Goa Go attorney of Vindons Nos 1 155-

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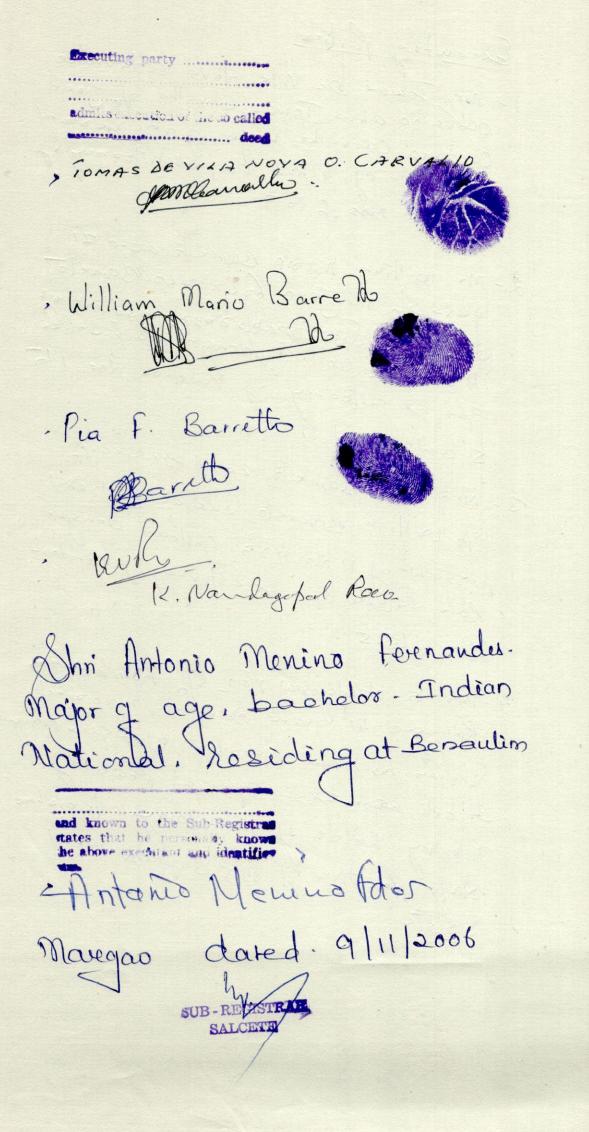
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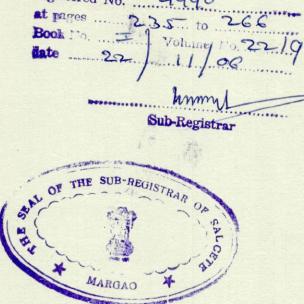




Filed at Pages 144 to 172 of supplement Part VII to Register Book I, Vol. I 125

SUB-REGISTRAR SALCETE





registered No. 4998

FORM 'D'

(See rule 7)

Goa Land Revenue (City Survey) Rules, 1969 PROPERTY CARD

0.7. s. No.	Area	Tenure Clalle No.	Particulars of assessment or rent paid to Government and when due for revision.
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Easements: —			
Holder in origin (of the title traced).	m/s s	apora Real Calab
Lessee —			
Other encumbrance	es —		
Other Remarks: -		Δ	
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	Attestation	Now Holder (H), Lessee (L) or Encumbrances (E)	Vol. No.	Tr ansaction	Date
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(City Survey)

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