

FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR, TALUKA BARDEZ REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

		07/Jun/2017 10:45 AM	/1 25.
Receipt No: 1150	Date of Receipt:	07/Jun/2017	**.
Serial No. of the Document:	2295		
Nature of Document: Sale	34 4	for Pagistration of al	oove
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		822	500.00
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For CITIZENCREDIT Authorised Signatory

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D-5/STP(V)/C.RL/35/34/2011-9D

運算Rs 1057500/- PB7147

INDIA

STAMP DUTY

Home of Purchaser SCAPES REALTY INDIA PVT. LTD

27 15/19



DEED OF SALE

For Scapes Realty India Pvt. Ltd.

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Veena Mutreja Director

This **DEED OF SALE** is executed at Mapusa, Bardez - Goa, on this **7th day of June 2017**, **(07/06/2017)**.

BETWEEN

WOMEN COL

- MR. JAGDISH SHIVANAND WAGH, (huf), Son of Shivanand Wagh, 45 years of age, married, business, Indian National, having PAN card bearing no.AAGHJ0103D, mobile No.9820680130, email id: Jagdish.wagh71@gmail.com, Resident of 101, Prabhakar Bhavan, near Joshi School, Dombivali, East, Thane, Maharashtra, 421202.
- 2. MRS. DARSHANA DIVAKAR SAMANT, Wife of Divakar Samant, 64 years of age, married, business, Indian National, bearing PAN card no.AQVPS5124Q, mobile No.9920226393, email id: omkarschool@gmail.com, Resident of 101, Prabhakar Bhavan, near Joshi School, Dombivali, East, Thane, Maharashtra, 421202; hereinafter referred to as "THE VENDORS" (which expression unless repugnant to the context or meaning thereof shall include their heirs, successors, executors, administrators, and assigns or any other person/s legally, equitably or otherwise claiming through them) OF THE FIRST PART.

For Scapes Realty Indian Line

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A CONTRACT

<u>AND</u>

SCAPES REALTY INDIA PVT. LTD, a company duly incorporated under the Companies Act, 1956, under registration no. U70101DL2012PTC230398, dated 23rd January 2012, having its registered office at FF-2 & 3, Composit House 170-171, Gautam nagar, Near Gulmohar park, New Delhi, 110049, and head office at 223, office block, South Point mall, Golf Course Road, sector -54, Gurgaon – 122002, having PAN Card No. AAQCS9101D, herein represented by its Authorized signatory, MRS. VEENA MUTREJA, Wife of Subhash Mutreja, 66 years of age, married, business, Indian National, having pan card bearing no. 8550993011 email No. mobile ADHPM4225F info@scapesindia.com, Resident of A122, Trinity Towers, DLF Phase v, Gurgaon Haryana; duly authorized vide Resolution of Board of Directors, dated 01/02/2017; hereinafter referred to as "THE PURCHASER" (which expression unless repugnant to the gontext or meaning thereof shall include her heirs, successors, executors, administrators, and assigns or any other person/s legally, equitably claiming through her) OF THE SECOND PART.

WHEREAS the VENDORS are sole exclusive and absolute owners in lawful possession of a Plot of land, admeasuring 2126 sq. mts, presently surveyed under survey no 87/1-A-7 of Reis Magos Village, which was earlier forming part of larger property known as "TAUNTE" totally admeasuring 1,48,070 sq. mts, surveyed under survey no.87/1-A of Reis Magos Village, situated at Reis Magos, within the limits of Village Panchayat of Reis Magos, which property is found described in Land Registration office of Ilhas under no.18661 at pages 158 of book B-49 (new), which is

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the second lote of the original property described under no.4415, at pages 588 at Book B-1(old) and enrolled in the Taluka revenue office of Bardez under Matriz no.25, 51, 54 & 56. The same is hereinafter referred to as the "SAID PROPERTY" for the sake of Brevity and is more fully and particularly described in the SCHEDULE I herein under and the above plot admeasuring 2126 sq.mts is hereinafter referred to as the "SAID PLOT" and is more fully and particularly described in the SCHEDULE II herein under.

whereas the "SAID PROPERTY" was originally surveyed under survey no.87/1, which started in the year 1971 under the land Revenue Code.

WHEREAS the said property is found described in the land Registration office under No.18661 was acquired by shri. Somanata Voicunta Poi Dungoto and inscribed in his name under no.22425 at pages 133 of book G-33 on 12/7/1952.

WHEREAS the said Somanata Voicunta Poi Dungoto alias Somnath Valkunth Pai Dhungat was married to Sunitabai Somnath Pai Dhungat under the law of Communion of Assets. The said Somanata Voicunta Poi Dungoto alias Somnath Valkunth Pai Dhungat expired on 30/10/1992.

WHEREAS upon the death of the Somanata Voicunta Poi Dungoto, a Deed of Succession dated 30/07/1993, was drawn in Book no.646 at Pages 77 onward, and the same came to be rectified by Deed of Rectification, dated 23/11/1993, and was drawn in Book no.647 at page 84 in the office of the Sub Registrar and Ex-officio of Ilhas, Panaji- Goa by the said Deed of succession. Smt. Sunitabai Somnath Pai Dhungat was qualified

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as the half sharer and the moiety holder, and the only son Shri. Vassudev alias Sandeep Somnath Pai Dhungat, married to Sangeeta Sandeep Pai Dhungat as legal heir of the late Somanata Voicunta Poi Dungoto alias Somnath Valkunth Pai Dhungat.

whereas, vide Deed of Sale, dated, 28/06/1994, registered under no.1748/94, at pages 483 to 642 in Book no. I, volume no.337, on 31/08/1994, the said Sunitabai Somnath Pai Dhungat, Vassudev alias Sandeep Somnath Pai Dhungat and Smt. Sangeeta Sandeep Pai Dhungat, sold the said property admeasuring 1,58,305 sq.mts, to the M/S. REIS MAGOS ESTATE LIMITED.

WHEREAS, the property admeasuring an area of 1,58,305 sq.mts which was purchased by the M/S. REIS MAGOS ESTATE PRIVATE LIMITED, vide Deed of Sale dated 28/06/1994, comprised of three portion i.e. Portion –A, admeasuring 1,50,135 sq.mts, Portion – B, admeasuring an area of 6,705 sq.mts, and Portion – I, admeasuring an area of 1,465 sq.mts.

whereas, M/s. REIS MAGOS ESTATE PRIVATE LIMITED, thereafter sought for partition of the purchased property admeasuring an area of 1,58,305 sq.mts, surveyed under survey no.87/1.

WHEREAS by order dated, 8/8/1995, issued by Deputy Collector, Panaji - Goa, in the case no.15/124/95/PART/LAND/5747, the said partition was allowed and said portions were given separate survey No.87/1-A, admeasuring an area of 1,48,070 sq.mts, property bearing survey No.87/1-B, admeasuring an area of 2,160 sq.mts, property bearing survey no.87/1-C, admeasuring an area of 8,075 sq.mts.

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WHEREAS, M/S. REIS MAGOS ESTATE PRIVATE LIMITED, thereafter got the said portions converted for residential purpose vide Sanad bearing no.CNV/BAR/252/94/5490, dated 15/12/1994, issued by the Deputy Collector, Mapusa, Bardez – Goa and the said Sanad was extended for one year from 25/12/1996 vide Order no. CNV/BAR/258/94/5735, dated 13/11/1996.

WHEREAS, M/S. REIS MAGOS ESTATE PRIVATE LIMITED, obtained construction license dated, 17/09/2012, from village Panchayat of Reis Magos, under No.VP/RM/F/CONS/14/12-13/719, which is valid till 6/9/2015.

WHEREAS M/S. REIS MAGOS ESTATE PRIVATE LIMITED, represented by its Managing Director Mr. Prasad Suresh Parulekar, and the confirming party Mr. Tahir Isani and his wife, Mr. Zinath Isani, sold a plot of land admeasuring 2137 square meters to VENDOR No.1 & 3, Vide Deed of sale dated 09/10/2013, registered before Sub Registrar of Bardez under Book -1, Document, registration No.BRZ-BK1-04672-2013, CD No.BRZD565, dated 15/10/2013. Which plot area forms part of survey No 87/1-A.

WHEREAS upon purchasing the plot of land admeasuring 2137 square meters, the vendor have got the same mutated in their name and had filed for partition proceedings terms of section 61 of land Revenue code before the Deputy Collector Mapusa in order to separate the said area of 2137 Square meters.

WHEREAS the said partition proceedings was bearing Partition case No.15/38/17/PART/LAND. In the course of partition it was noticed that the area to be partitioned i.e. 2137 square meters was deficit by 11 square meters on loco and the area available was 2126 square meters. Vecua Matieja

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WHEREAS in view of the above deficit the vendors gave their no objection for confirming the partition for an area to 2126 square meters, By partition order dated, 24/5/2017, the vendors got the partition confirmed for an area of 2126 square meters and the said plot was allotted a new sub division bearing Number 87/1-A-7 admeasuring 2126 square meters.

WHEREAS in view of the above development the area of the plot of land described in original deed of sale dated 19/10/2013 stood rectified to 2126 square meters for all legal purposes.

AND WHEREAS the VENDOR No. 1 and 2 are non-Goan's and their religious marriage being performed outside Goa, they are not governed by the law of communion of Assets as applicable the state of Goa and hence their respective spouses are not made parties to the present sale deed.

WHEREAS the Purchaser hereinabove has approached the VENDORS and has shown their willingness to purchase the SAID PLOT, which is presently surveyed under survey no.87/1-A-7 of Reis Magos Village, admeasuring 2126 sq. mts, situated in Village Reis Magos, Bardez - Goa, which is more fully and particularly described in Schedule II herein under, to which the VENDORS have agreed.

WHEREAS the VENDORS have disclosed that they are having marketable title and are willing to sell the same and the the said plot for total purchaser is desirous in purchasing consideration of Rs. 2,35,00,000/- (Rupees Two Crore thirty five Lakhs only) being the market value of the same.

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AND WHEREAS the VENDORS have further declared to the PURCHASER that:

- a) The VENDORS are exclusively entitled to own, hold, possess and deal in any manner with the SAID PLOT;
- b) The title of the VENDORS to the SAID PLOT is clean, clear, unencumbered, marketable and subsisting;
- c) There is no litigation or any legal proceedings pending before any Judicial/ Administrative Authority in respect of the SAID PLOT;
- d) The said plot is not subject to any notice or notification or Land Acquisition the under proceedings Administration of Evacuee Properties Act or any other law;
- e) There are no mundkar/s and/or Building tenant/s and/or Watch and Ward and/or any persons claiming any tenancy and/or any other right in the SAID PLOT;
- f) The VENDORS have not received any notices of acquisition/ requisition from State Government or Central Government or any local authority and the SAID PLOT is not subject matter of any attachment by any authority.

AND WHEREAS the VENDORS have now agreed to sell to the PURCHASER and the PURCHASER believing to be true all the declarations made by the VENDORS, has agreed to purchase from the VENDORS, the SAID PLOT more fully and particularly described in Schedule II to this Deed of Sale, for a total consideration of Rs. 2, 35, 00,000/- (Rupees Two Crore thirty five Lakhs only).

AND WHEREAS the parties hereto now desire to complete the sale by executing this Deed of Sale. Vecua Mutuja

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NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in consideration of a sum of Rs. 2,35,00,000/- (Rupees Two Crore thirty five Lakhs only), which is paid by the PURCHASER to the VENDORS in following manner:

- a) A sum of Rs.45,00,000/- (Rupees Forty Five Lakhs Only), is paid by way of two cheques:
- I. Rs. 22,50,000/- (Rupees Twenty Two Lakhs Fifty Thousand Only), i.e. Rs.22, 27, 500/- (Rupees Twenty Two Lakh Twenty Seven Thousand Five Hundred Only), is paid by way of cheque bearing no.002475, drawn on HDFC Bank, Gurgaon branch, dated,17/11/2016, in the name of MR. JAGDISH SHIVANAND WAGH after deducting Rs. 22,500/- which is paid towards the T.D.S.

Rs. 22,50,000/- (Rupees Twenty Two Lakhs Fifty Thousand Only), i.e. Rs.22, 27, 500/- (Rupees Twenty Two Lakh Twenty Seven Thousand Five Hundred Only), is paid by way of RTGS transfer dated 21/11/2016, via UTR No. HDFCR52016112286430521, in the name of MRS. DARSHANA DIVAKAR SAMANT, after deducting Rs. 22,500/- which is paid towards the T.D.S.

- b) The balance amount of Rs.1,90,00,000/- (Rupees One Crore ninety Lakhs Only), is paid by way of two demand drafts in the following manner:
- thousand only) is paid by way of demand draft bearing no.033479, drawn on HDFC Bank, Gurgaon branch, dated,02/06/2017, in the name of MRS. DARSHANA DIVAKAR SAMANT after deducting Rs.1,18,800/- which is paid towards the T.D.S.

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Rs. 69,30,000/- (Rupees sixty nine lakhs thirty thousand only) is paid by way of demand draft bearing no.033478, drawn on HDFC Bank, G urgaon branch, dated,02/06/2017, in the name of in the name of MR. JAGDISH SHIVANAND WAGH after deducting Rs.69,300/- which is paid towards the T.D.S.(the receipt of which the VENDORS do hereby admit and acknowledge subject to realization of above demand drafts). The VENDORS do hereby sell, convey, transfer to the PURCHASER the SAID PLOT, more fully and particular under herein described in schedule II encumbrances, liens, charges, claim or interest of any nature and to have and to hold the same to the PURCHASER absolutely and forever for quiet and peaceful enjoyment thereof without any hindrance of any nature from any person/s the SAID PLOT, more particularly described in the schedule II hereunder written together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto and all estate rights, title, interest, claim and demand to the VENDORS into or upon SAID PLOT, hereby conveyed to the PURCHASER and every part thereof to have unto and hold the same to the use of the PURCHASER together with title, deeds, writings, and other evidence of the title as originally pass on such sale.

 The VENDORS hereby agree and undertake to save harmless, indemnify and keep indemnified the PURCHASER from and against all losses, charges, costs or expenses suffered or incurred by the PURCHASER, by reason of:

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- i) there being any defect in title of the VENDORS to the SAID PLOT conveyed hereunder;
- ii) or there being any liens, charges, encumbrances on the said portion conveyed hereunder;
- and/or there being any litigation with any person or persons as regards the title in the said portion conveyed hereunder.
- 2. That the VENDORS shall at all time and at the request and cost of the PURCHASER do, execute and perform all such further acts, deeds and things as may be required by the PURCHASER for the purpose of more perfectly conveying and assuring in favour of the PURCHASER, the SAID PLOT (described in schedule II herein under) conveyed hereunder and/or for the purpose of recording and registering in the name of the PURCHASER the said portion conveyed hereunder in all Government records including Land Revenue and Land Survey records.
 - 3. The VENDORS and all the persons claiming under them do hereby covenant with the PURCHASER that the VENDORS have now lawfully been bounded with the schedule plot (described in schedule II herein under) free from all encumbrances or defects whatsoever and they all have absolute authority to sell the schedule plot.
 - 4. The Purchaser prior to the execution of this deed of sale had published public notice in local English newspaper dated 17th November 2016, inviting attention of the general public about his desire to purchase the said property and inviting objections if any. No objections of whatsoever nature were received from any one.

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- 5. The VENDORS have today upon the execution of the present sale deed delivered to the PURCHASER the vacant possession of the SAID PLOT.
- 6. The VENDORS hereby gives their consent to delete their name and their No-objection for recording the name of the PURCHASER in the column "Name of the Occupant" of Form I & XIV in respect of the SAID PLOT. In fact, this sale deed itself may be considered as a No Objection Certificate for the same.
- 7. That this transaction has taken place at Mapusa –Goa and has such the Goa courts (Mapusa) shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this sale deed.

That all the relevant document in original in respect of the SAID PLOT has been handed over by the VENDORS to the PURCHASER.

- 9. The VENDORS are aware of Notification bearing no: RD/LND/LRC/318/77 dated 21st August 1978 and Circular No. 16/4/2011-RD dated 06/06/2011, issued by Government of Goa.
- 10. The VENDORS are not belonging to Schedule Caste and Schedule Tribe community.
- 11. That the SAID PLOT is valued at Rs. 2,35,00,000/- (Rupees Two Crore thirty five Lakhs only) for the purpose of stamp duty and stamp duty of Rs. 10,57,500/- (Rupees Ten Lakh Fifty Seven Thousand Five Hundred only) is paid herewith.

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- 12.That the Village Panchayat of Reis Magos in view resolution dated 15/03/2017, have constructed a tar Road which passes through the said Plot thereby bifurcating the said plot into two parts and have also in view of the resolution dated 30/3/2017, re-constructed a Road which adjourning the said plot on the southern side.
- 13. That the purchaser hereinabove has per the notification issued by the Goa Government has paid T.D.S of 1 % on the total amount of Rs. 2,35,00,000/- (Rupees Two Crore thirty five Lakhs only) by way of following Acknowledgements:

a) Challan bearing Serial No. 08991, dated 02/06/2017. For Rs 92,500/- in the name of JAGDISH SHIVANAND WAGH.

Challan bearing Serial No. 09208, dated 02/06/2017. For Rs 1,42,500/- in the name of MRS. DARSHANA DIVAKAR SAMANT.

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SCHEDULE-I (DESCRIPTION OF THE SAID PROPERTY)

All that property known as "TAUNTE" totally admeasuring 1,48,070 sq. mts, surveyed under survey no.87/1-A of Reis Magos Village, situated at Reis Magos, within the limits of Village Panchayat of Reis Magos, which is found described in Land Registration office of Ilhas under no.18661 at pages 158 of book B-49 (new), which is the second lote of the original property described under no.4415, at pages 588 at Book B-1(old) and enrolled in the Taluka revenue office of Bardez under Matriz no.25, 51, 54 & 56 and bounded as under:

East: by remaining part of the property Taunte, surveyed under survey no.87/1 beyond which lies public road.

West: by the property surveyed under no.98, belonging to Communidade of Nerul.

North: by property surveyed under survey no.104 and 103 and road.

South: by Government navy road and property surveyed under survey no.88/1 and 88/2.

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$\frac{S\ C\ H\ E\ D\ U\ L\ E\ -\ II}{\text{(DESCRIPTION\ OF\ THE\ SAID\ PLOT\ SOLD\)}}$

All that PLOT of land, admeasuring 2126 sq. mts, presently surveyed under survey no.87/1-A-7 of Reis Magos Village, which was earlier forming part of a larger property more fully described in schedule I hereinabove. The said plot bounded as under:

East: partly by property bearing survey No.87/1-L and by Property bearing survey No. 87/1 part.

West: by property surveyed under no.87/A-1.

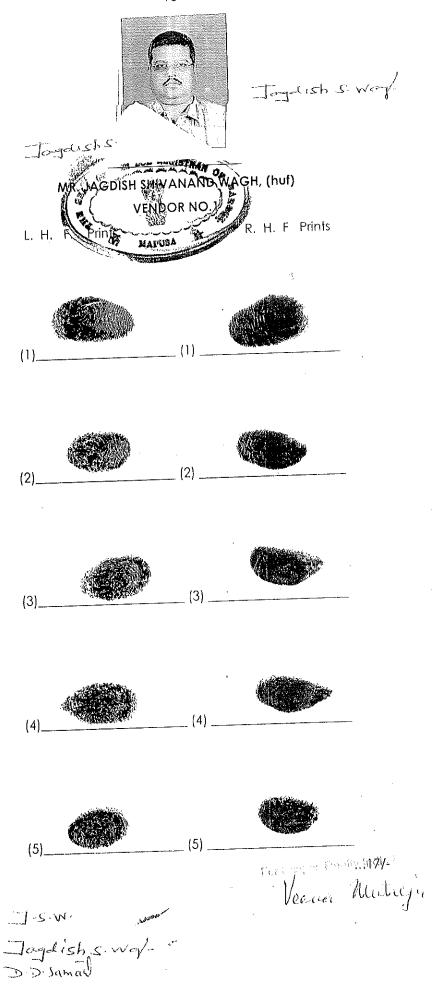
North: by property surveyed under no.87/1 part and partly by Road .

South: partly by Road of 6 meters, partly by property surveyed under no.87/1-A-1 and partly by property bearing survey No.87/1.

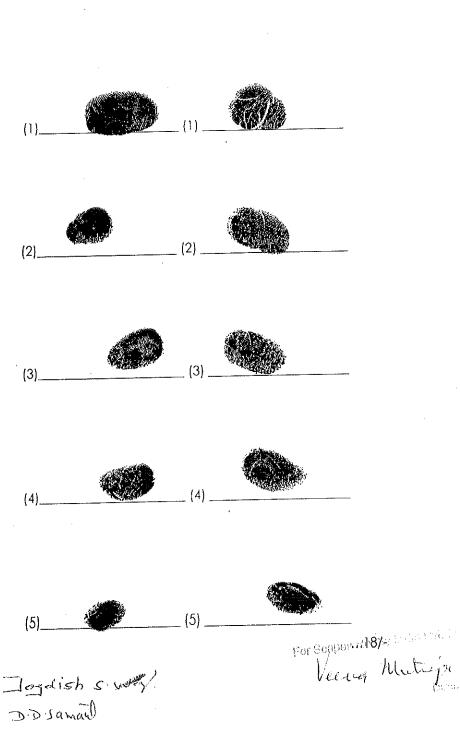
IN WITNESS WHEREOF the present deed signed by the VENDORS and the PURCHASER on the day, month and year first herein above mentioned.

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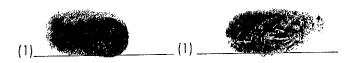


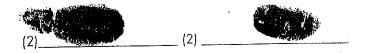


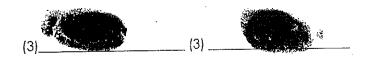


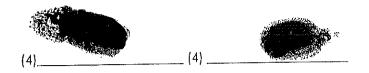
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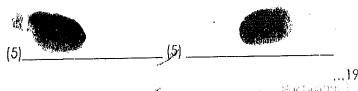
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MILNESSES:-



GOVERNMENT OF GOA

Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MAPUSA - GOA

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Plan Showing plots situated at

Village: REIS-MAGOS

Taluka: BARDEZ

Survey No./Subdivision No.: 87/ 1-A-7

Scale: 1:1000

Inward No:4299

(Rajesh R. Pai Kuchelkar)
Inspector of Survey &

Inspector of Survey Land Records.

Fig. 5.

SURVEY No. 87

1-1

For Scapes Realty India Pvt. Ltd.

Vecun Mitreja

Purchaser

For

Compared By:

Enrel

Generated By: Vrushali Arolkar (D' Man Gr. H)

On: 05-06-2017



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time: 07-06-2017 10:54:24 AM

Document Serial Number: 2295

Presented at 10:23:00 AM on 07-06-2017 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	822500.00
2	Processing Fees	330.00
	Total:	822830.00

Stamp Duty Required:

1057500.00

Stamp Duty Paid: 1057500.00

Veena Mutreja presenter

Name	Photo	Thumb Impression	Signature
Veena Mutreja, W/o Subhash Mutreja, Married, Indian, age 66 Years, Business, r/oA122, Trinty Towers, DLF Phase V, Gurgaon, Haryana. Authorised Signatory for Scapes Realty India Pvt Ltd, having office at FF-2, & 3 Composit House 170-171, Gautam Nagar, Near Gulmohar Park, New Delhi 110049. vide resolution dated 01/22/2017, PAN CARD NO AAQCS9101D			Vecua Muha

Endorsements

Executant

1 . Jagdish Shivanand Wagh(HUF), s/o Shivanand Wagh , Married,Indian,age 45 Years,Business,r/o 101, Prabhakar Bhavan Near Joshi School Dombivali East 421202 Maharashtra Pan No. AAGHJ0103D

Photo	Thumb Impression	Signature
		Jogelish s. War-

file://C:\Program Files\C-DAC\GAURI\Endorsement.html

07/Jun/2017

2 . Darshana Divakar Samant, W/o Divakar Samant, Married, Indian, age 61 Years, Business, r/o101, Prabhakar Bhavan, Near Joshi School Dombivali East-421202, Thane, Maharashtra PAN No. AQVPS5124Q

Photo	Thumb Impression	Signature
		D. D. samed

3 . Veena Mutreja, W/o Subhash Mutreja, Married, Indian, age 66 Years, Business, r/oA122, Trinty Towers, DLF Phase V, Gurgaon, Haryana. Authorised Signatory for Scapes Realty India Pvt Ltd, having office at FF-2, & 3 Composit House 170-171, Gautam Nagar, Near Gulmohar Park, New Delhi 110049. vide resolution dated 01/22/2017, PAN CARD NO AAQCS9101D

Photo	Thumb Impression	Signature
		Viewa Mutreja

IGER	Hacación	
Sr	Witness Details	Signature
No.		0 1 /
1	Sheshan Raul , S/o Prakash Raul,UnMarried,Indian,age 25 Years,Advocate,r/o H.no 287, Moira Bardez Goa	Rowl

Scanned By:-

Signature:-

Endersement: Mulation peer paid 10. 2500/ Vide Challan 201700411712 dt 7106/2017

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Book-1 Document
Registration Number BRZ-BK1-02308-2017
CD Number BRZD788 on
Date 07-06-2017

Sub-Registrar (Bardez)

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Signature:Designed and Developed by C-DAC, ACTS, Pune