

Manager / Authorised Signatory

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DEED OF SALE

THIS **DEED OF SALE** is executed on this 25th day of October 2023 at Mapusa, Bardez, Goa, India.

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BETWEEN

MR. SUNJAY PUNDALIK HARMALKAR alias SANJAY
PUNDALIK HARMALKAR, age 63 years, son of Pundalik Ragoba
Harmalkar, married, Artist, Indian National, having PAN Card
bearing no.
, mobile no.
, residing at H.No.
539/7, Teen Mad, Near Ramdas Temple, Maina, Sodiem, Siolim,
Bardez, Goa-403517;

2. MRS. JAISHREE SANJAY HARMALKAR, age 57 years, daughter of Ravindra Chandra Umesh Chandra Roy, married, Artist, Indian National, having PAN Card bearing no. having Aadhaar Card bearing no.

mobile no. ⁷, residing at H.No. 539/7, Teen Mad, Near Ramdas Temple, Maina, Sodiem, Siolim, Bardez, Goa-403517, hereinafter called as the **"VENDORS"** (which expression shall mean and include their heirs, executors, administrators and assigns) of the ONE PART.

AND

SEA BREEZE VILLAS PRIVATE LIMITED, a Pvt. limited Company, registered under the Indian Companies Act, having registration no. U41001UP2023PTC182505, having Pan Card bearing no. having its registered address at B20, Sector 30, Noida, Uttar Pradesh-201301, represented by its Director: -MR. ARPIT BANSAL, age around 35 years, son of Anil Kumar Bansal, in business, Indian National, married, having PAN Card bearing no. , having Aadhaar Card bearing no. ;)0, residing

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at B 20 Sector 30 Noida, Uttar Pradesh- India- 201301, vide resolution no. 01, dated 26th May 2023 hereinafter called as the "PURCHASER" (which expression shall mean and include their heirs, executors, administrators, Directors, shareholder, and assigns) of the SECOND PART.

AND WHEREAS the VENDORS are the owners of property known as "CHINCHOL" alias "ODCO CHINCHOL" alias "ORCO CHINCHOL" alias "MAINA" bearing survey no. 254 sub-division no. 1-A of Village Siolim, situated in Village Siolim within the limits of the Village Panchayat of Siolim-Sodiem, Bardez Taluka, Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of Bardez under no. 31438 at folio 4 of Book B-81 and enrolled in the Taluka Revenue office of Bardez under no. 2686 of the 1 st Circumscription and said property totally admeasures 7755 square meters more specifically described in the schedule hereunder written hereinafter referred to as the **"SAID** PROPERTY";

AND WHEREAS the said property was forming a part of a bigger property known as "CHINCHOL" alias "ODCO CHINCHOL" alias "ORCO CHINCHOL" alias "MAINA" bearing survey no. 254 sub-division no. 1 of Village Siolim, situated in Village Siolim within the limits of the Village Panchayat of Siolim-Sodiem, Bardez Taluka, Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of Bardez under no. 31438 at folio 4 of Book B-81, and enrolled in the Taluka Revenue office of Bardez under no. 2686 of the 1st Circumscription and said property bounded as follows:-

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by the field of Communidade of Colvale; East:

West: by Municipal Road;

by second lot of eastern part allotted to Claudino de North: Souza, Simao Caetano Maria de Souza and Isabel Carolina De Souza:

by the Hills of Communidade of Cunchelim; South:

AND WHEREAS the said bigger property earlier formed part of the estate of late Vicente Domingos de Souza;

AND WHEREAS the said bigger property inscribed under no. 24822 at folio 55v of Book No. G-31 in the Land Registration Office of Bardez in favour of the said Vicente Domingos de Souza;

AND WHEREAS, by Deed of Sale with Discharge dated 5th May 1947, recorded at folio 94v onwards of Book no. 219 of Volume no. 469 by the then Notary Public of Notarial Office of Judicial Division of Bardez, Guilherme Diogo Jose Conceicao Das Dores Lobo, the said property was purchased by Jose Alvaro Dias and Jose Nicolau Francisco Antonio Pinto from the said Vicente Domingos de Souza and his wife Maria Vitoria Floripes Pinto;

AND WHEREAS half of the said property subsequently inscribed under no. 37331 at folio 7v of Book No. G-41 in the Land Registration Office of Bardez in favour of the said Jose Nicolau Francisco Antonio Pinto and subsequently described under no. 39453 at folio 75v of Book B-101 and other half of the said

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property subsequently inscribed under no. 37332 at folio 7v of Book No. G-41 in the Land Registration Office of Bardez in favour of the said Jose Alvaro Dias and subsequently described under no. 31439 at folio 4v of Book B-81;

AND WHEREAS the said Jose Nicolau Francisco Antonio Pinto expired leaving behind his widow Maria Olivia de Braganca Santiago e Pinto alias Olivia Santiago e Pinto as moiety holder and only son Aleixinho Agnelo Pinto as his legal heir;

AND WHEREAS on the death of said Jose Nicolau Francisco Antonio Pinto, an Inventory Proceeding was filed in the Civil Court and the said property was allotted to his wife Maria Olivia de Braganca Santiago e Pinto alias Olivia Santiago e Pinto;

AND WHEREAS Maria Olivia de Braganca Santiago e Pinto alias Olivia Santiago e Pinto expired on 22nd February 1983 leaving behind his Aleixinho Agnelo Pinto as her legal heir;

AND WHEREAS by Deed of Sale dated 23rd April 1984, duly registered in the office of Sub Registrar of Bardez at Mapusa under registration No. 715 at pages 113 to 124 of Book I, Volume no. 216, dated 10th October 1985, the said Aleixinho Agnelo Pinto, who was bachelor, sold the said property along with other properties to Savitribai Vishnu Tar who was widow, and Laxmi Narayan Haldankar;

AND WHEREAS by Deed of Sale dated 12th February 1988, duly registered in the office of Sub-Registrar of Bardez at Mapusa under registration No. 878 of Book I, Volume no. 35, dated 26th July 1989, the said Savitribai Vishnu Tar who was widow and

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Laxmi Narayan Haldankar, through her attorney her husband Narayan Vasudeo Haldankar, sold Plot No. 2 of the said larger to Mr. Sunjay Pundalik Harmalkar alias Sanjay property Pundalik Harmalkar;

AND WHEREAS the said property admeasuring 7750 square meters separated from the original property bearing survey no. 254 sub-division no. 1 vide order dated 29/06/95 in case no. 15/255/93/Part/Land/5544 and got a separate survey no. 254 sub-division no. 1-A of the Village survey of Siolim for the said property admeasuring 7750 square meters;



AND WHEREAS in this manner the said VENDORS having become absolutely and exclusively entitled to the said property the said VENDORS have possessed and enjoyed the said property, quietly and peacefully, without any opposition, objection, obstruction, interference, interruption, let or hindrance from anybody whomsoever, right from the time they acquired the said property until this day;

AND WHEREAS the said VENDORS further represented to the said PURCHASER that the said VENDORS are in quiet, uninterrupted, peaceful possession of the said property without any let or hindrance from anybody whomsoever, and as such that the said VENDORS are fully empowered and entitled to deal

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with the said property in the manner they wish including the disposal or alienation of the said property;

AND WHEREAS, the VENDORS thus as owners desirous of disposing off part or portion of the said property, forming part of undivided portion which was owned by the said Savitribai Vishnu Tar, being PLOT A, admeasuring 3545 square meters from the property known as "CHINCHOL" alias "ODCO CHINCHOL" alias "ORCO CHINCHOL" alias "MAINA" bearing survey no. 254 sub-division no. 1-A of Village Siolim, situated in Village Siolim within the limits of the Village Panchayat of Siolim-Sodiem, Bardez Taluka, Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of Bardez under no. 31438 at folio 4 of Book B-81 and enrolled in the Taluka Revenue office of Bardez under no. 2686 and said property totally admeasures 7755 square meters, to the PURCHASER and the PURCHASER has agreed to purchase the same for a total consideration of Rs. 2,83,60,000/- (Rupees Two Crore Eighty-Three Lakhs Sixty Thousand only), more specifically described in the Schedule II, hereinafter referred to as the "SAID PLOT";

AND WHEREAS considering the said representations and assurances of the said VENDORS, the said PURCHASER having proposed to purchase the SAID PLOT from the said VENDORS and the said VENDORS having accepted the proposal and offer of the said PURCHASER, the said VENDORS have agreed to sell and the said PURCHASER has agreed to purchase the SAID PLOT, for the total consideration of **Rs.** /- (**Rupees**

1ly), which

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is fair **market value**, free from all encumbrances, charges and demands whatsoever;

AND WHEREAS the VENDOR has obtained the appropriate N.O.C. for registration of this Deed of Sale from the Town and Country Planning Department, Mapusa under section 49(6) of the Goa, Daman and Diu Town & Country Planning Act, 1974, bearing Ref no. NOC/49/(6)/3483/SIO/TCP-23/8168 dated 25th September 2023, a copy of which is handed over along with this Deed to the office of the Sub-Registrar;

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the said oral Agreement and in 1. - (Rupees consideration of the said sum of Rs. 7) of which xty 1 - (Rupees ix Rs. 1 Hundred Only) has been deducted towards TDS in the following ne manner: - (i) Rs. CIN vide Thousand Eight Hundred Only) no. 23101900050560HDFC, Challan No. 07466 dated 19th October 2023, through HDFC Net Banking on behalf of Mr. Sunjay Pundalik Harmalkar alias Sanjay Pundalik Harmalkar (ii) Rs. _ . . ' Eight Hundred Only) vide CIN no. 23101900121159HDFC, Challan No. 18728 dated 19th October 2023, through HDFC Net Banking on behalf of Mrs. Jaishree Sanjay Harmalkar and balance Rs.

Thousand Four Hundred Only) has been paid by the said PURCHASER into the hands of the said VENDORS in the following manner: - (i) Rs.

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Lakhs Only) vide RTGS through HDFC Bank on 17th October

RTGS through HDFC Bank on 19th October 2023 and (iii) Rs.

Hundred Only) vide RTGS through HDFC Bank on 19th October 2023 in favour of Mr. Sunjay Pundalik Harmalkar alias Sanjay Pundalik Harmalkar and (i) Rs.

Only) vide RTGS through HDFC Bank on 17th October 2023, (ii) Rs.

Only) vide RTGS through HDFC Bank on 21th October 2023 (iii) Rs.

HDFC Bank on 23rd October 2023 and (iv) Rs. (-

vide RTGS through HDF€ Bank on 23rd October 2023 in favor of Mrs. Jaishree Sanjay Harmalkar, the receipt whereof, the said VENDORS does hereby acknowledge and gives their full said PURCHASER, the said VENDORS to the discharge does hereby sell, convey, transfer and assign unto and to the use of the said PURCHASER, their heirs, executors, administrators, representatives, and assigns, the SAID PLOT which more specifically described in the Schedule hereunder written, AND ALL THE RIGHT, TITLE, INTEREST, PLOT CLAIM AND DEMAND whatsoever of the VENDORS unto or upon the SAID PLOT, hereby conveyed unto the said legal their heirs, executors, successors, PURCHASER, representatives, administrators and assigns, absolutely and forever, as ordinarily passed on such sale.

2. AND ALL the estate, right, title, interest, claim and demand whatsoever of the VENDORS into or upon the same and every part thereof in law and equity TO ENTER UPON AND TO

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HAVE, HOLD, OWN and possess the same unto and to the use of the PURCHASER, absolutely and forever together with title deeds, writings and other evidence of title.

AND THE VENDORS do hereby covenants with the 3. PURCHASER that notwithstanding any acts, deed or things therefore done, executed or knowingly suffered to the contrary, the VENDORS are now lawfully seized and possessed the SAID PLOT free from encumbrances, attachments or defect in title whatsoever and that the VENDORS have full power and absolute authority to sell the SAID PLOT in the manner aforesaid.

AND THE PURCHASER shall hereafter peaceably and 4. quietly hold, possess and enjoy the SAID PLOT without any claim or demand whatsoever from the VENDORS or any person or persons, claiming through or under them.

The VENDORS further covenant with the PURCHASER to 5. indemnify and keep indemnified the harmless, save PURCHASER from or against all encumbrances, charges and equities whatsoever in respect to the SAID PLOT.

6. AND THE VENDORS do hereby covenant and declare that there are no attachment or notice/s from the Central or State Government or any other local body or authority or Legislative Enactment, Scheme under any Act, or Order or Notification including Government Ordinance, Notice/Proceedings for Acquisition / Requisition had/has been served upon the VENDORS and that the received by/or SAID PLOT or any part thereof is not subject to any attachment

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or recovery proceedings under the Income Tax Act, or any other act or statute, law or regulation;

7. AND THE VENDORS, also hereby agrees to save harmless, and keep indemnified the PURCHASER from and against all losses, damages, costs and expenses which they may sustain or incur by reason of any legal and liable claim being made by anybody whomsoever to the SAID PLOT and it shall be the responsibility of VENDORS at their own costs and expenses, to handle any litigation or any other matter in relation to the SAID PLOT in respect of any claims made by persons claiming any title, right and interest through the VENDORS and to pay all costs and manse profits and other expenses, whatsoever, in relation to the SAID PLOT and the PURCHASER shall not be responsible or liable in any way in respect of the same.

8. In case, the PURCHASER is ever dispossessed of the SAID PLOT or any part thereof by reason of any defect in the title of the VENDORS to the SAID PLOT, the VENDORS do hereby agree and undertake to repay to the PURCHASER the entire consideration paid by the PURCHASER to the VENDORS for the conveyance of the SAID PLOT in favour of the PURCHASER or, as the case may be, or such portion thereof as shall bear proportion to the SAID PLOT or part thereof wherefrom the PURCHASER is dispossessed; and shall keep the PURCHASER fully saved and indemnified in this regard.

9. AND THE VENDORS do hereby undertake to pay off whatsoever taxes, liabilities, loans or dues that are liable to be paid towards the SAID PLOT, which are due as on the date of executing this Deed of Sale and if at all the same remains to be

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paid for whatsoever reason then the VENDORS do hereby indemnify the PURCHASER that the same shall be made good immediately.

10. AND THE VENDORS have not entered into any Agreement and/or Sale Agreement or Mortgage or Hypothecation, or any other form of transaction whereby the SAID PLOT has been offered as a security for the payment or performance of any money or thing, or Sale Deed with any other person/s, Builders, Developer, or other Purchasers and/or Banks and Financial Institution of any type, nor received from them any loan, advance, earnest money deposit, in respect of the SAID PLOT.

11. AND THE VENDORS have no objection to enter the name of the PURCHASER in form I&XIV of the survey records bearing survey no. 254 sub-division no. 1-A of village Siolim and give their consent for it to make requisite applications for the said purpose.

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12. AND THE VENDORS shall sign on all necessary papers without additional consideration and shall if required attend the office of the Mamalatdar, Talathi or any other Department, Government Office to help PURCHASER to enter their name in their books/ records.

13. AND THE VENDORS and all persons claiming under them further covenant that the VENDORS shall and will, from time to time, upon the request and cost of the PURCHASER, do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and absolutely granting and assuring the SAID PLOT

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and every part thereof unto the PURCHASER in the manner aforesaid and as may be required for placing the PURCHASER in possession of the same according to the true intent and meaning of this Deed and thereby granting a clear and marketable title to the PURCHASER.

14. AND THAT the SAID PLOT is believed and shall be taken to have been correctly described in the schedule hereunder written and sold, and if any error, misstatement or omission be subsequently discovered the same shall not annul this sale but shall be suitably corrected by all parties hereto and/or by their respective heirs and successor.

15. AND THE VENDORS have simultaneously on the execution of the present Deed of Sale, delivered to the said PURCHASER, the quiet, exclusive and peaceful possession of the SAID PLOT.

16. The Market value of the SAID PLOT is **Rs.** /-

only), as such stamp duty of Rs.

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y) is affixed on the market value by way of franking which is borne by the PURCHASER.

17. The VENDORS and the PURCHASER hereby declare that the property in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/8/1978.

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18. That as per the Zoning Certificate issued by the Town and Country Planning Department, Mapusa, Bardez, Goa, under ref. no. TPBZ/ZON/8435/SIOLIM/TCP-2021/1186 dated 15th March 2021, the said property falls in **"SETTLEMENT ZONE"**, as per the Regional Plan for Goa 2021.

SCHEDULE I

ALL THAT PLOT NO. 2, constituting apart of the bigger property known as **"CHINCHOL"** alias **"ODCO CHINCHOL"** alias **"ORCO CHINCHOL"** alias **"MAINA"** bearing survey no. 254 sub-division no. 1 and 3 of Village Siolim, situated in Village Siolim within the limits of the Village Panchayat of Siolim-Sodiem, Bardez Taluka, Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of Bardez under no. 31438 at folio 4 of Book B-81 and now described under no. 39453 at folio 75v of Book B-101 and enrolled in the Taluka Revenue office of Bardez under no. 2686 of the 1st Circumscription and bounded as follows:

On the East:	by Mapusa-Camurlim Road;
On the West:	by remaining part of property bearing survey no. 254/1;
On the North:	by property bearing survey no. 249/7;
On the South:	by remaining part of the property bearing

survey no. 254/1;

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SCHEDULE II

ALL THAT PROPERTY known as **"CHINCHOL"** alias **"ODCO CHINCHOL"** alias **"ORCO CHINCHOL"** alias **"MAINA"** bearing survey no. 254 sub-division no. 1-A of Village Siolim, situated in Village Siolim within the limits of the Village Panchayat of Siolim-Sodiem, Bardez Taluka, Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of Bardez under no. 31438 at folio 4 of Book B-81 and now described under no. 39453 at folio 75v of Book B-101 and enrolled in the Taluka Revenue office of Bardez under no. 2686 of the 1st Circumscription and said property totally admeasures 7755 square meters and bounded as follows:

On the East:

by Road;

On the West:

by the property bearing survey no. 254/1-D;

On the North:

by property bearing survey no. 249/8;

On the South:

by property bearing survey no. 254/4-D;

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SCHEDULE-III

ALL THAT PLOT NO. A, admeasuring **3545 square meter** forming part of the larger property known as **"CHINCHOL"** alias **"ODCO CHINCHOL"** alias **"ORCO CHINCHOL"** alias **"MAINA"** bearing survey no. 254 sub-division no. 1-A of Village Siolim, situated in Village Siolim within the limits of the Village Panchayat of Siolim-Sodiem, Bardez Taluka, Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of Bardez under no. 31438 at folio 4 of Book B-81 and now described under no. 39453 at folio 75v of Book B-101 and enrolled in the Taluka Revenue office of Bardez under no. 2686 of the 1st Circumscription and said property totally admeasures 7755 square meters and bounded as follows:-

On the East:	by Existing Public Road;
On the West:	by property bearing survey no. 254 sub- division no. 1;
On the North:	by 10.00 mts Road;
On the South:	by remaining part of same property bearing survey no. 254 sub-division no. 1-A;

IN WITNESS WHEREOF, the said VENDORS and PURCHASER and upon having read over and understood all the contents as hereinabove, have hereto in token of their acceptance and acknowledgement thereof, set and subscribed their respective signature at Mapusa, Bardez, Goa, India, on the day, month and year first herein above written.

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SIGNED AND DELIVERED BY THE WITHINNAMED VENDORS: MR. SUNJAY PUNDALIK HARMALKAR alias SANJAY PUNDALIK HARMALKAR

FINGERPRINTS: Left Hand











Right Hand











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SIGNED AND DELIVERED BY THE WITHINNAMED MRS. JAISHREE SANJAY HARMALKAR

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FINGERPRINTS: Left Hand

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SIGNED AND DELIVERED BY THE WITHINNAMED SEA BREEZE VILLAS PRIVATE LIMITED Represented by its Director

MR. ARPIT BANSAL

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FINGERPRINTS: Left Hand



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IN THE PRESENCE OF THE WITNESSES:-

 Name: Adv. Chandrakant Kundaikar
Address: H.No. 23, Zorichem Bhat, Goa-Velha, Tiswadi, Goa-403108

Signature:

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 Name: Anand Gajanan Gaonkar
Address: H.No. 420, Kumbharwada, Mayem, Bicholim Goa-403504

Signature: ____

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FORM 1 & XIV

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वर्ष	Cultivator लागण करणा-याचे नांच Nil- ny further inquires, please o	contact the M	amlatdur	पिकाचे नांव पिकाचे नांव of the concerne	Ha.Ars.Sq.Mls हे. बार. चो. मी. End of Repo	Ha.Ars.Sq.Mis हे. जा:_ गै:_ गै.	THIC	Ha.Ars.Sq.Mts	ASTO IS
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Government of Goa Directorate of Settlement and Land records Survey Plan Bardez Taluka, Siolim Village Survey No.: 254 , Subdivision No.: 1-A Reference No.: REV192222039 Scale 1:2000 N 2490 249/8 ą 254/1-A 254,1 1 19.54 **MSTRAR** 254/4-1) Jaisbree Hormelleor This record is computer generated on 02-11-2022 12:26:26. This record is valid without any signature as per Gove Goa Notification No. 26/13/2016-RD/8639 dtd 24-Apr-2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website https://dslr.goa.gov.in/. NOTE: PLAN TO BE PRINTED ON A4 SIZE

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Government of Goa

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	Party Name and Address	Photo	Thumb	Signature
1	Arpit Bansal Director Of Sea Breeze Villas Private Limited ,Father Name:Anil Kumar Bansal,Age: 35, Marital Status: ,Gender:Male,Occupation: Business, Address1 - B 20 Sector 30 Noida, Uttar Pradesh- India- 201301, Address2 - PAN No.:			Apt

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Sunjay Pundalik Harmalkar Alias Sanjay Pundalik Harmalkar , Father Name:Pundalik Ragoba Harmalkar, Age: 63, Marital Status: Married ,Gender:Male,Occupation: Other, H.No. 539/7, Teen Mad, Near Ramdas Temple, Maina, Sodiem, Siolim, Bardez, Goa-403517, PAN No.:			Hamak

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Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Jaishree Sanjay Harmalkar , Father Name:Ravindra Chandra Umesh Chandra Roy, Age: 57, Marital Status: Married ,Gender:Female,Occupation: Other, H.No. 539/7, Teen Mad, Near Ramdas Temple, Maina, Sodiem, Siolim, Bardez, Goa-403517, PAN No.:			Joistres Hornelkeen
3	Arpit Bansal Director Of Sea Breeze Villas Private Limited , Father Name:Anil Kumar Bansal, Age: 35, Marital Status: ,Gender:Male,Occupation: Business, B 20 Sector 30 Noida, Uttar Pradesh- India- 201301, PAN No.:			Apt

Witness:

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1	Name: Chandrakant Kundaikar,Age: 43,DOB: ,Mobile: ,Email: ,Occupation:Advocate , Marital status : Married , Address:403108, H.No. 23 Zorichem Bhat Goa Velha Tiswadi Goa, H.No. 23 Zorichem Bhat Goa Velha Tiswadi Goa, Goa-velha, Tiswadi, NorthGoa, Goa			and and
2	Name: Anand Gajanan Gaonkar,Age: 45,DOB: ,Mobile: Email: ,Occupation:Service , Marital status : Married , Address:403504, H.No. 420 Kumbharwada Mayem Bicholim Goa-403504, H.No. 420 Kumbharwada Mayem Bicholim Goa-403504, Maem, Bicholim, NorthGoa, Goa			Ch

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Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)

SUB-REGISTRAR BARDEZ

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