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For CITIZEN CREDIT
CO-OP BANK LTD
MAPUSA BRANCH
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Manager / Authorised Signatory



2024-BRZ-4650
27/08/2024

AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and entered at Mapusa, within the Taluka and Registration Sub-District of Bardez, District of North Goa in the State of Goa, on this 09th day of August Two Thousand and Twenty Four; (09/08/2024).

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[Signature]
PARTNERS

For
NAIFER CONSTRUCTIONS

[Signature]
PARTNER

[Signature]
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BETWEEN

1. **MR.ELVIS FRANCIS BRAGANZA**, son of Jovito Braganza, aged 66 years, widower, service, Indian National, holding PAN CARD bearing No. _____, Aadhaar Card No. _____ ;
2. **MR.CARLYLE BRAGANZA**, son of Mr. Elvis Francis Braganza, aged 38 years, married, service, Indian National, holding PAN CARD bearing No. _____, Aadhaar Card No. _____)
and his wife;
3. **MRS.SILNI SEBASTIAN alias SILNI BRAGANZA**, daughter of Kunattikuzary Joseph Sebastian, aged 39 years, married, service, Indian National, holding PAN CARD bearing No. _____, Aadhaar Card No. _____, both Indian Nationals residing at 403, Raj Heritage Tower, Laxman Mhatre Road, Opp. Mary Immaculate Girls High School, Borivali West, Mandapeswar Mumbai Maharastra 400103 ;
4. **MISS.CAREENA MARIOLA BRAGANZA**, daughter of Mr. Elvis Francis Braganza, aged 30 years, spinster, service, Indian National, holding PAN CARD bearing No. _____, Aadhaar Card No. _____, Indian National residing at 403, Raj Heritage Tower, Laxman Mhatre Road, opp Mary Immaculate Girls High School, Borivali West, Mandapeswar Mumbai Maharastra 400103;
5. **MR.ASHLYN BOSCO BRAGANZA**, son of Jovito Braganza, aged 62 years, married, service, holding OCI Card bearing No. _____ and PAN CARD bearing No. _____ and his wife;
6. **MRS.PREMILLA ASHLYN BRAGANZA**, daughter of John Dsouza, aged 58 years, married, service, holding OCI Card bearing No _____ and PAN CARD bearing No. _____, both New Zealand Nationals, residing at 2/50, Stamford Park Road, Mt. Roskill, Auckland, 1041, New Zealand;

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7. ✓ **MR. THEODORE ANTHONY BRAGANZA**, son of Bruno Braganza, aged 75 years, married, service, holding PAN CARD bearing No. _____, Aadhaar Card No. _____, and his wife;

8. **MRS. JUDITH PHILOMENA BRAGANZA**, daughter of Aloysius John Corda, aged 71 years, married, service, holding PAN CARD bearing No. _____, Aadhaar Card No. _____; _____, both Indian Nationals, residing at Shantabai Gokhale Niwas, 53, Gokhale Road (North), Dadar (West) Mumbai 400028;

9. **MR. MELVILLE GERALD ANTHONY BRAGANZA**, son of Bruno Braganza, aged 65 years, married, service, holding OCI Card bearing No. _____ PAN CARD bearing No. _____ and his wife;

10. **MRS. YVONNE ROSE ANDREA BRAGANZA**, daughter of Louis Dsouza, aged 60 years, married, service, holding OCI Card bearing No. _____, PAN CARD bearing No. _____, both Australian Nationals of Indian Origin residing at 61, Caribou Crescent, Fitzgibbon, Qld 4018, Australia all hereinafter collectively referred to as the **"OWNERS/VENDORS"** (which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their heirs, legal representatives, administrators and assigns) **OF THE FIRST PART.**

AND

2. **M/s. CLARAMOUNT REALTY**, a partnership Firm registered under the Indian Partnership Act, under registration No. 296/2017, dated 27/12/2017 and having PAN CARD bearing No. _____ and having registered address at Flat no. A-2, Second floor, Rio House, Morod, Mapusa, Bardez,

Goa, represented herein by its Partners;
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(a) **MR. ASHOK RAMESH NAIK**, son of late Mr. Ramesh V. Naik, aged 45 years, married, businessman, holding PAN CARD bearing No. _____, Indian National, resident of House No. 493/4A, Tarchibhat, Siolim, Bardez - Goa, (b) **MR. ALLAN ALEX FERNANDES**, son of late Mr. Victor Fernandes, aged 44 years, married, businessman, holding PAN CARD bearing No. _____, Indian National, resident of House no. 677, Pintos Vaddo, Candolim, Bardez, Goa and (c) **MR. SAMEER CAXIRAM TOROSCAR**, son of Mr. Caxiram Toroscar, aged 50 years, married, businessman, holding PAN CARD bearing No. _____, Indian National, resident of Flat no.3 Satyabhama Apartment, Opposite State Bank of India, Kadamba Depot road, Alto Porvorim, Bardez, Goa hereinafter called as the "**PURCHASER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its Partners, heirs, executors, representatives, administrators and assigns), **OF THE SECOND PART.**

AND

3. M/s NAIFER CONSTRUCTIONS, a partnership Firm registered under the Indian Partnership Act, having PAN Card bearing No. _____, with its office at RIO House, Flat No.A-2, on Second Floor, Morod, Mapusa, Bardez, Goa, and represented herein by its Partners,

a) **MR. ASHOK RAMESH NAIK**, son of late Mr. Ramesh Naik, married, aged 45 years, married, businessman, Indian National, holding PAN CARD bearing No. _____, Aadhaar Card No. _____, resident of House No. 493/4A, Siolim, Bardez - Goa and;

b) **MR. ALLAN ALEX FERNANDES**, son of late Mr. Victor Fernandes, aged 44 years, married, businessman, Indian National, holding PAN CARD bearing No. _____, Aadhaar Card No. _____, resident of House no. 677,

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Pintos Vaddo, Candolim , Bardez- Goa, (hereinafter referred to as the **"CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its Partners, heirs, executors, representatives, administrators and assigns), **OF THE THIRD PART.**

The Party at Sr No. 2 and 3 are herein represented by their father/father in law and lawfully constituted attorney Mr. Elvis Francis Braganza by virtue of Power of Attorney dated 28.2.2021, registered before the Consulate General of India at Toronto under reference No 3409 dated 31.3.2021 and the same is adjudicated before the Additional Collector-I of Goa, North Division at Panaji on 21.06.2021.

The Party at Sr No. 4 is represented herein by her father and lawfully constituted attorney Mr. Elvis Francis Braganza by virtue of Power of Attorney dated 28.02.2021, registered before the Consulate General of India, New York, U.S.A under reference No 0341521 dated 19.4.2021 and the same is adjudicated before the Additional Collector-I of Goa, North Division at Panaji on 21.06.2021.

The Party at Sr No. 5 and 6 are represented herein by their lawfully constituted attorney Mr. Elvis Francis Braganza by virtue of Power of Attorney dated 19.02.2021, registered before the Notary Public at Auckland New Zealand dated 23.3.2021 and the same is adjudicated before the Additional Collector-I of Goa, North Division at Panaji on 21.06.2021.

The Party at Sr No. 8 is represented herein by her husband and lawfully constituted attorney Mr. Theodore Anthony Braganza by virtue of Power of Attorney dated 12.3.2021, registered before the Notary S.R.Lokhande, under registration No. 2194/79, dated: 12.03.2021 at Mumbai Maharashtra.

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The Party at Sr No. 9 and 10 are represented herein by their lawfully constituted attorney Mr. Theodore Anthony Braganza by virtue of Power of Attorney dated 15.03.2021, registered before the Notary Public at Brisbane Australia dated 19.4.2021 and the same is adjudicated before the Additional Collector-I of Goa, North Division at Panaji on 21.06.2021.

WHEREAS there exists a property known as Vulgo Modo, totally admeasuring 1165 sq.mts, bearing Chalta no.13 of P. T. Sheet No.109 of the City of Survey of Mapusa, situated at Gausavado in the City of Mapusa, in the Taluka and Sub-District for Registration of Bardez, in the District of North Goa, in the State of Goa, in the Union of India, which is neither described in the Land Registration Office of Bardez, nor enrolled for Matriz in the Taluka Revenue Office of Bardez, which property more particularly described in Schedule-I hereunder written and hereinafter called as the "SAID PROPERTY".

AND WHEREAS the SAID PROPERTY originally belonged to Mr. Caitano Salvador De Braganza and his wife Mrs. Candida Braganza.

AND WHEREAS numerical index of the erstwhile village of Mapusa shows Mrs. Candida Braganza as the occupant of the property as per old cadastral Survey No.2316 (part). The corresponding certificate issued by the Directorate of Settlement & Land Records, Panaji dated 30.09.2020 shows that old cadastral no.2316 (part of erstwhile Mapusa village correspondence the new Survey No. being Chalta No.13 part of Plain Table Sheet No.109.

AND WHEREAS the said Mr. Caitano Salvador De Braganza and his wife Mrs. Candida Braganza died on 08.02.1921 and 23.07.1963 respectively intestate leaving behind them the

following heirs:

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PARTNER

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- i. Sebastiao Rosario Braganza alias Bruno Braganza married to Louisa Lioba Braganza;
- ii. Aloysius David Xavier Braganza married to Ruth Petornil Braganza; and
- iii. Jovita Teofile Braganza married to Bridget Marie Braganza.

AND WHEREAS the said Sebastiao Rosario Braganza alias Bruno Braganza and his wife Louisa Lioba Braganza died on 05.07.1983 and 30.08.2008 respectively intestate leaving behind them the following heirs:

- i. Mr. Theodore Anthony Braganza married to Mrs. Judith Philomena Braganza; and
- ii. Mr. Melville Gerald Anthony Braganza married to Mrs. Yvonne Rose Andrea Braganza.

AND WHEREAS the said Aloysius David Xavier Braganza and his wife Ruth Petornil Braganza died on 10.01.1990 and 26.04.2005 respectively intestate leaving behind them the following heirs:

- i. Mr. Americo Stanislaus Braganza married to Mrs. Mary Clarina Braganza;
- ii. Mr. Lauro Alwyn Brganza married to Mrs. Arlene Sandra Braganza;
- iii. Mr. Edwin Felix Braganza married to Mrs. Pearl Maria Braganza; and
- iv. Mr. Rupert Bosco Braganza married to Mrs. Rorine Luiza Braganza.

AND WHEREAS the said Jovita Teofile Braganza and his wife Bridget Marie Braganza died on 10.01.2011 and 11.03.2002 respectively intestate leaving behind them the following heirs:

- i. Mr. Elvis Francis Braganza married to Mrs. Jennifer Margaret Braganza;
- ii. Mr. Ashlyn Bosco Braganza married to Mrs. Premilla Ashlyn Braganza.

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AND WHEREAS vide Deed of Partition dated 24.05.2015 the SAID PROPERTY was divided into two plots namely Plot No. A admeasuring approximately 371.56 sq.mts and Plot No. B admeasuring approximately 793.44 sq.mts, which deed is registered before the Sub Registrar of Bardez at Mapusa under No.BRZ-BK1-04607-2015, CD No. BRZD762 on 24.02.2015.

AND WHEREAS by virtue of Deed of Partition dated 24.02.2015 the Plot No A admeasuring approximately 371.56 sq.mts came to be allotted to said Mr. Americo Stanislaus Braganza and his wife Mrs. Mary Clarina Braganza, Mr. Lauro Alwyn Brganza and his wife Mrs. Arlene Sandra Braganza, Mr. Edwin Felix Braganza and his wife Mrs. Pearl Maria Braganza, Mr Rupert Bosco Braganza and his wife Mrs. Rorine Luiza Braganza, and Plot No.B admeasuring approximately 793.44 sq.mts came to be allotted to Mr Elvis Francis Braganza and his wife Mrs Jennifer Margaret Braganza, Mr Ashlyn Bosco Braganza and his wife Mrs Premilla Ashlyn Braganza, Mr Theodore Anthony Braganza and his wife Mrs Judith Philomena Braganza, Mr Melville Gerald Anthony Braganza and his wife Mrs Yvonne Rose Andrea Braganza thus becoming the absolute owners of Said Plot B. Prior to execution of the Deed of Partition there were no documents to establish the legal heirship of Mr. Caitano Salvador De Braganza and his wife Mrs. Candida Braganza.

AND WHEREAS thereafter Owner at Sr No 7, instituted Inventory Proceedings No. 278/2016/C in the Court of Civil Judge Senior Division at Mapusa for partition and allotment of the estate left behind by the said Mr. Caitano Salvador De Braganza and his wife Mrs. Candida Braganza.

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AND WHEREAS thereafter subsequently Mr.Elvis Francis Braganza and his wife Mrs.Jennifer Margaret Braganza, Mr.Ashlyn Bosco Braganza and his wife Mrs.Premilla Ashlyn Braganza, Mr.Theodore Anthony Braganza and his wife Mrs.Judith Philomena Braganza, Mr.Melville Gerald Anthony Braganza and his wife Mrs.Yvonne Rose Andrea Braganza came to acquire the absolute rights, title, interest and possession to Said Plot - B, admeasuring approximately 793.44 sq.mts in terms of the Order dated 11.07.2018 passed in the said Inventory proceedings whereby the Chart of Allotment/Partition was confirmed and made absolute.

AND WHEREAS Mrs.Jennifer Margaret Braganza expired on 6.9.2016 leaving behind her the following heirs:

- i) Her husband Mr.Elvis Francis Braganza
- ii) Son Mr Carlyle Braganza married to Mrs.Silni Sebastian alias Silni Braganza
- iii) Daughter Miss.Careena Mariola Braganza

AND WHEREAS the OWNERS/ VENDORS herein sought for the Partition of the Said Plot B before the Deputy Collector and Sub-Divisional Officer SDO Bardez Mapusa Goa and vide Order dated 22nd August 2022 independent Chalta No. 13-A of P.T Sheet No. 109 was allotted to the Said Plot B admeasuring 793 sq mtrs which is hereinafter referred to as the SAID PLOT.

AND WHEREAS Parties at Sr No 1 & 10 being the lawful Owners have represented to **"PURCHASER/DEVELOPER"** that they are the sole, absolute and exclusive owners of the SAID PLOT and are also in exclusive possession of the same and there is no other person/s, who can prove a better title to

the same.
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AND WHEREAS vide Agreement for Development and Sale, dated: 17.02.2022 registered before the Notary at Mapusa Goa the OWNERS/ VENDORS permitted the CONFIRMING PARTY to develop the SAID PLOT admeasuring an area of 793.44 square metres at or for a total consideration of Rs.81,50,000/- (Rupees Eighty one lakhs fifty thousand only) comprising of monetary consideration of Rs.1,50,000/- (Rupees one lakh fifty thousand only) and delivery of four flats each admeasuring 100 sq. mtrs. each (super built up area) two to be situated on the Second floor and two on the third floor in lieu of the balance consideration of Rs.80,00,000/- (Rupees Eighty lakhs only) .

AND WHEREAS the CONFIRMING PARTY since the Agreement for Development and Sale, dated: 17.02.2022 has not been able to undertake the construction work on account of the inordinate delay on account of obtaining Conversion Sanad and availing other permissions for the development of the SAID PLOT and also due to financial constraints of the CONFIRMING PARTY .

AND WHEREAS the OWNERS/ VENDORS with the assistance of the CONFIRMING PARTY have obtained the Conversion Sanad for the SAID PLOT, the same being issued by the Additional Collector North Goa at Mapusa under No.4/213/ CNV/ACIII/2023/CAD3BAR05-23-296, Dated:- 27/07/2023.

AND WHEREAS the CONFIRMING PARTY with the consent of the OWNERS/VENDORS has now approached the PURCHASERS, with an offer to assign unto the "PURCHASER/DEVELOPER", ALL their rights and interest under the said Agreement for Development and Sale, dated: 17.02.2022, registered under Serial No.3765/22 before the Notary Adv.N.C. Gaonkar at Mapusa, Bardez - Goa.

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AND WHEREAS the OWNERS/ VENDORS and the CONFIRMING PARTY have specifically represented unto the "PURCHASER/DEVELOPER" that the OWNERS/ VENDORS are the exclusive owners of the SAID PLOT , that no person other than the OWNERS/ VENDORS have any right in the SAID PLOT except the rights created in favour of the CONFIRMING PARTY vide Agreement for Development and Sale dated 17.02.2022, that the boundaries of the SAID PLOT is not disputed by any person , that there are no tenancy or mundkarial rights to any portion of the SAID PLOT , that there are no legal proceedings going on before any Court or Tribunal concerning the SAID PLOT , that the SAID PLOT is free from encumbrances or charges of any kind whatsoever and that there are no legal impediments whatsoever for the "PURCHASER/DEVELOPER" to purchase the SAID PLOT or any part thereof .



AND WHEREAS the "PURCHASER/DEVELOPER" on the basis of the representations as aforesaid have agreed to purchase from the OWNERS/VENDORS the SAID PLOT , admeasuring an area of 793 square metres free from any encumbrances whatsoever, at or for a total consideration amount of **Rs.1,12,00,000/-** (Rupees One crore twelve lakhs only).

AND WHEREAS the total consideration amount of **Rs.1,12,00,000/-** (Rupees One crore twelve lakhs only). payable by the "PURCHASER/DEVELOPER" comprises of the amount to be paid to the CONFIRMING PARTY being consideration in kind comprising of constructing for the CONFIRMING PARTY entirely at the cost of the PURCHASER/DEVELOPER, One Shop on the Ground Floor admeasuring 51.48 sq.mtrs super built-up area in the residential Building Project to be constructed on the SAID PLOT valued at Rs.20,50,000/- (Rupees Twenty lakhs fifty thousand only) and consideration amount to be paid to the

OWNERS/VENDORS
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Rs.1,50,000/- (Rupees one lakh fifty thousand only) and consideration in kind comprising of constructing for the OWNERS/VENDORS entirely at the cost of the PURCHASERS, Four Apartments admeasuring in all a Super Built up area of **410.18** square meters in the residential Building Project to be constructed on the SAID PLOT along with one car park for each Apartment of a total cost valued at Rs.90,00,000/- (Rupees ninety lakhs only). The Apartments to be allotted unto the VENDORS are:

i) Apartment No. 202, in Block - A, on the Second Floor, admeasuring 103.10 sq. mtrs Super Built up area corresponding to a Carpet area of 54.95 Sq. mtrs and enclosed balcony area of 11.16 sq.mtrs., with one car parking slot, to be constructed and allotted to Vendors No.1, 2, 3 and 4.

ii) Apartment No.201, in Block - A, on the Second Floor, admeasuring 102.36 sq. mtrs Super Built up area corresponding to a Carpet area of 52.66 Sq. mtrs and enclosed balcony area of 12.79 sq.mtrs., with one car parking slot, to be constructed and allotted to Vendors No. 5 and 6.

iii) Apartment No.101, in Block - A, on the First Floor, admeasuring 102.36 sq.mtrs Super Built up area corresponding to a Carpet area of 52.66 Sq. mtrs and enclosed balcony area of 12.79 Sq.mtrs., with one car parking slot, to be constructed and allotted to Vendors No.7 and 8.

iv) Apartment No.102, in Block - A, on the First Floor, admeasuring 102.36 sq. mtrs Super Built up area corresponding to a Carpet area of 54.95 Sq. mtrs and enclosed balcony area of 11.16 Sq.mtrs., with one car parking slot, to be constructed and allotted to Vendors No.9 and 10.

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All the four Apartments put together are being valued at Rs.90,00,000/- (Rupees Ninety lakhs only) and are shown more particularly on the Plan annexed hereto .

AND WHEREAS the OWNERS/VENDORS with the assistance of the CONFIRMING PARTY have obtained the technical Clearance and Construction license for the construction of the project on the SAID PLOT , the same having been issued by the Town Planner, North Goa Planning and Development Authority, Panaji - Goa under No. NGPDA/M/2023/3782/2024, Dated:21/03/2024 and Mapusa Municipal Council, Construction Licence No. CONST/LIC/ MAPUSA/2024-2025/11, Dated:01/07/2024.

AND WHEREAS the CONFIRMING PARTY has specifically agreed and declared that in view of the understanding arrived at between the parties, the CONFIRMING PARTY , hereby assigns unto the PURCHASER/DEVELOPER , ALL their rights and interests under the Agreement for Development and Sale, Dated:17.02.2022 registered under Serial No.3765/22 before the Notary Adv. N.C. Gaonkar at Mapusa, Bardez - Goa and in clear terms confirm that the CONFIRMING PARTY has no subsisting rights whatsoever under the Agreement for Development and Sale, dated 17.02.2022 and/or to the area forming the subject matter of the Agreement for Development and Sale, dated 17.02.2022 and/or the amount that had been paid by the CONFIRMING PARTY to the OWNERS/VENDORS and in view of the Understanding arrived at with the PURCHASER/DEVELOPER and has No Objection whatsoever to the PURCHASER/DEVELOPER purchasing the SAID PLOT forming the subject matter of this Deed from the OWNERS/VENDORS.

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AND WHEREAS PURCHASER / DEVELOPER intend to develop the "SAID PLOT" as per the Scheme of Development approved by the "OWNERS/VENDORS" by constructing residential cum commercial Building and the "OWNERS/VENDORS" expressively give their consent, for the same.

AND WHEREAS the PURCHASER / DEVELOPER intends to sell on ownership basis the Flats, Shops and Offices proposed to be constructed in the proposed project along with the proportionate undivided rights in the SAID PLOT corresponding to the said Flats, Shops and Offices constructed thereon, by retaining for the "OWNERS/VENDORS" the premises agreed to be constructed by the PURCHASER / DEVELOPER, as full and final consideration for the conveyance of the SAID PLOT to the PURCHASER / DEVELOPER or its nominee/s, and by retaining the proportionate undivided rights, interest and title to the SAID PLOT, corresponding to the super built up area allotted/retained by the OWNERS/DEVELOPERS, in the SAID PLOT.

AND WHEREAS the parties hereto have amicably decided to put in writing the terms and conditions for the development and sale of the SAID PLOT, which are as mentioned herein below.

NOW THEREFORE THIS AGREEMENT OF DEVELOPMENT AND SALE WITNESSES AS FOLLOWS:-

It is now therefore herein agreed that the PURCHASER / DEVELOPER shall develop the SAID PLOT of the OWNERS/VENDORS for and alongwith the OWNERS/VENDORS, whereby the PURCHASER / DEVELOPER shall construct on the SAID PLOT For

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Flats/shops/offices out of their own funds and the OWNERS/VENDORS and the CONFIRMING PARTY shall sell, convey and transfer to the PURCHASER/DEVELOPER and/or to its Nominee and/ or prospective PURCHASERS of Flats, all the rights, interests and title of the OWNERS/VENDORS/ CONFIRMING PARTY in the SAID PLOT described in schedule II herein below, in consideration of the PURCHASER/ DEVELOPER providing/paying to the OWNERS/ VENDORS a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) and part of the development made on the SAID PLOT, namely, 4 flats totaling to a super built up area of **410.18 sq.mtrs** which shall be constructed by the PURCHASER/DEVELOPER at its own cost (including the incidence of staircases, balconies) and a car parking area for each flat, by way of constructed Flats valued at Rs.90,00,000/- to be constructed by the PURCHASER/DEVELOPER for the OWNERS/VENDORS, to be constructed at the PURCHASER/DEVELOPER's own cost, which flats, shall jointly be called as the SAID PREMISES and are more clearly described in the Schedule -III herein under written. The PURCHASER/ DEVELOPER shall pay to the CONFIRMING PARTY being consideration in kind comprising of constructing for the CONFIRMING PARTY entirely at the cost of the PURCHASER/DEVELOPER, One Shop on the Ground Floor admeasuring 51.48 Sq.mtrs super built-up area in the residential Building Project to be constructed on the SAID PLOT valued at Rs.20,50,000/- (Rupees Twenty lakhs fifty thousand only).

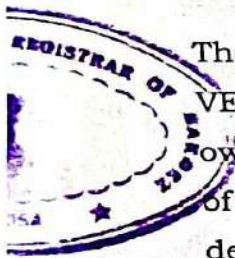
The DEVELOPER/PURCHASER has paid in the hands of the OWNERS/VENDORS a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only), being part of the consideration for the development and sale of the SAID PLOT, the receipt and payment of which the OWNERS/VENDORS do hereby admit and acknowledge and the balance consideration of SAID PREMISES (i.e 4 flats) to the OWNERS/VENDORS will be

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given/paid within 30 months from the date of obtaining Construction License for the project.

The parties hereto expressly agree that on the completion of the construction and the development of the SAID PLOT, the PURCHASER / DEVELOPER shall hand over to the OWNERS/VENDORS the SAID PREMISES, more clearly described in Schedule III hereunder written, and which are marked in red in the plan annexed hereto.

The parties hereto agree that the on completion of the development the rights, interests and title of the OWNERS/VENDORS shall be limited to the Four Flats marked in red.



The OWNERS/VENDORS covenant that the OWNERS/VENDORS are presently the sole, absolute and exclusive owners of the SAID PLOT and are in actual physical possession of the same and that there is no encumbrance, claims or demands on the SAID PLOT.

The OWNERS/VENDORS covenant that the SAID PLOT is not subject matter of any acquisition or litigation.

The OWNERS/VENDORS covenant that the OWNERS/VENDORS have not entered into any agreement or memorandum of understanding with respect to the development or sale of the SAID PLOT with any other person/s except to the extent of Agreement for Development and Sale executed with the CONFIRMING PARTY.

The OWNERS/VENDORS undertake not to enter into any agreement or memorandum of understanding with respect to the development or sale of the SAID PLOT with any other

person/s, on signing of this agreement.

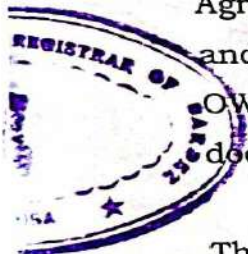
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The OWNERS/VENDORS covenants that the premises other than the four Flats allotted to the OWNERS/VENDORS shall be the premises which shall exclusively belong to the PURCHASER/DEVELOPER, which shall herein after be referred to as the DEVELOPERS PREMISES. The PURCHASER/DEVELOPER shall be entitled to freely own, hold, possess and deal with the DEVELOPERS PREMISES as its own, without any claims, demands from the OWNERS/VENDORS, or their nominee/s or any person/s claiming though them. The PURCHASER/DEVELOPER shall be entitled to sell the DEVLOPERS PREMISES and appropriate the receipts therefrom, to itself, and for this the PURCHASER/DEVELOEPR is empowered to enter into any Memorandum of understanding, Agreement for construction and sale, Agreement for finance of construction and sale , Agreement for sale, Sale deeds and all other necessary deeds and or documents, without the intervention of the OWNERS/VENDORS covenants that such deeds and or documents shall be binding on the OWNERS/VENDORS.



The parties hereto agree and covenant that all property/land/built-up area not mentioned or covered by this agreement, pertaining to the SAID PLOT or constructed on the SAID PLOT shall be owned and possessed exclusively by the PURCHASER/DEVELOPER except the SAID PREMISES mentioned in schedule III. It is further agreed that the PURCHASER/DEVELOPER may amalgamate the SAID PROPERTY/SAID PLOT with adjoining properties, change zone of land to suit requirements of PURCHASER/DEVELOPER premises and/or utilize TDR (Transfer of Development rights) acquired by them at their own cost, on the SAID PLOT, and thus acquiring additional benefits if any in terms of built-up areas exclusively for the PURCHASER/DEVELOPER. However, such additions if any shall not affect the SAID PREMISES as described in schedule-III. The cost, liabilities and

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responsibilities of any such revisions and alternation shall solely rest on the PURCHASER/DEVELOPER and shall not deem to change any clause mentioned herein this agreement.

The CONFIRMING PARTY hereby specifically agrees and declares that in view of the understanding arrived at between the parties, the CONFIRMING PARTY, hereby assigns unto the PURCHASER/DEVELOPER, ALL their rights and interests under the Agreement for Development and Sale, dated:17.02.2022 registered under Serial No.3765/22 before the Notary Adv. N.C. Gaonkar at Mapusa, Bardez - Goa and in clear terms confirms that the CONFIRMING PARTY has no subsisting rights whatsoever under the Agreement for Development and Sale, dated 17.02.2022 and/or to the area forming the subject matter of the Agreement for Development and Sale, dated 17.02.2022 and/or the amount that had been paid by the CONFIRMING PARTY to the OWNERS/VENDORS and in view of the Understanding arrived at with the PURCHASER/DEVELOPER has No Objection whatsoever to the PURCHASER/DEVELOPER purchasing the SAID PLOT forming the subject matter of this Deed from the OWNERS/VENDORS

That the OWNERS/VENDORS and the CONFIRMING PARTY have already obtained some permissions for the carrying of the construction and the OWNERS/VENDORS and the CONFIRMING PARTY do hereby clearly agree that the PURCHASER/DEVLEOPER shall be entitled to take all benefits of these Permissions/Licenses obtained without requirement of making any further payment to the OWNERS/ VENDORS and/or the CONFIRMING PARTY. The PURCHASER/ DEVELOPER, if entitled to, shall also be entitled to transfer the said Permissions/Licenses in their favour and the OWNERS/VENDORS and the CONFIRMING PARTY do hereby agree to co-operate in the matter and give all N.O.C. as may be required or demanded by any Authority.

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It is further agreed by the parties hereto as follows:

I. PLANNING AND DEVELOPMENT:

- a. THE OWNERS/VENDORS hereby permit the PURCHASER / DEVELOPER at their own costs, efforts and expenses, to do all planning, construction, development of the SAID PLOT and to appoint/remove Architect, Structural Engineer, Elevation Architect, Model Maker, Licensed Site Engineer, Licensed Plumbing Contractor, Electrical Contractor, clerk, Geologist, Civil Contractor, Labour Contractor etc. and/or appoint agencies for effective planning of the project, layout and to prepare, amend and put up the plans and obtain necessary approval/sanction of the plan/s, layouts from the NGPDA, TCP, Village Panchayat, local, state or central and/or any other concerned authorities and to get the same revised from time to time and to execute, carry out and complete the work of construction and development of the said buildings and also to appoint agencies for maintenance and betterment of the said Project in all respects.

- b. The PURCHASER / DEVELOPER shall pay and discharge all the costs, charges and expenses in relation to the construction and development work including payment of salaries and wages to the personnel and workmen employed, bills of the suppliers of building materials, taxes in respect of the SAID PLOT and the construction to be carried on the SAID PLOT and/or to fix and to pay the fees, charges, expenses of the Architects, R.C.C. specialists, agencies, Advocates, Consultant and other professionals, whose services are retained in regard to the development of the said project.

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II. PREMISES AND CONSIDERATION:

- a. That the OWNERS/VENDORS have agreed to sell and transfer and convey unto the PURCHASER/DEVELOPER or its NOMINEE the SAID PLOT more particularly described in Schedule -II, on which SAID PLOT the PURCHASER/DEVELOPER shall be entitled to construct residential and commercial buildings as per the exclusive discretion and choice of the PURCHASER/DEVELOPERS and further to sell the same to the prospective purchasers, except the SAID PREMISES agreed to be allotted to the OWNERS/ VENDORS as described in schedule III.

The total consideration payable by the PURCHASER/DEVELOPER to the OWNERS/VENDORS for the development and sale of the SAID PLOT described in Schedule II is a total sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) which is paid to the OWNERS/VENDORS as mentioned hereinabove and the balance consideration is payable vide 4 flats, described in Schedule III hereunder which shall be constructed by the PURCHASER/DEVELOPER at its own cost, and delivered to the OWNERS/VENDORS on the completion of the said project/ the construction on the SAID PLOT, which 4 flats described in Schedule III hereunder are valued at Rs.90,00,000/- (Rupees Eighty Lakhs Only). The PURCHASER/DEVELOPER shall also pay to the CONFIRMING PARTY being consideration in kind comprising of constructing for the CONFIRMING PARTY entirely at the cost of the PURCHASER/DEVELOPER, One Shop on the Ground Floor admeasuring approximately 51.48 sq. mtrs in the residential Building Project to be constructed on the SAID PLOT valued at Rs.20,50,000/- (Rupees Twenty lakhs fifty thousand

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b. The PURCHASER/DEVELOPER at the request of the OWNERS/VENDORS have agreed to allot to the OWNERS/VENDORS the SAID PREMISES having a total super built up area of **410.18 sq.mts** (including the incidence of staircases, balconies) and car parking for each apartment, more particularly described in Schedule III, as consideration for the acquisition of the rights, interest and title to SAID PLOT and the PURCHASER/DEVELOPER shall be solely, exclusively and absolutely entitled to a remaining area.

c. It is categorically agreed herein that the consideration payable by the PURCHASER/DEVELOPER for the development and sale of the "SAID PLOT" shall be as agreed herein and the same shall not change under any circumstances whatsoever.



III. NAME OF PROJECT:

It is agreed by and between the parties that the name of the said project as may be decided by the PURCHASER/DEVELOPER.

IV. DELIVERY USE AND MAINTENANCE OF THE SAID PREMISES:

a) The PURCHASER / DEVELOPER shall deliver the possession of the "SAID PREMISES", after obtaining Occupancy Certificate from the Competent Authorities, for use and occupation for the OWNERS/VENDORS within 30 months from the date of obtaining construction license for the project.

b) The PURCHASER/DEVELOPER shall upon receipt of the requisite Occupancy Certificate, by a notice in writing

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intimate the OWNERS/VENDORS, to take delivery of the "SAID PREMISES" within sixty days from the date of receipt of such notice, failing which the OWNERS/VENDORS shall be deemed to have taken possession and delivery of the "SAID PREMISES", from the date of issue of the Occupancy Certificate, the responsibility / liability for maintenance of the said premises shall be solely of the OWNERS/VENDORS herein. The PURCHASER/DEVELOPER upon giving the intimation as stated above, shall be deemed to have completed the "SAID PREMISES" in accordance with the Present Agreement in all manner and as specified and shall not be responsible in any manner whatsoever, if the OWNERS/VENDORS delays taking delivery of the "SAID PREMISES".



- c) The PURCHASER /DEVELOPER shall not incur any liability if they are unable to deliver possession of the "SAID PREMISES" by the date stipulated hereinabove if the completion is delayed by reason of non-availability of steel, sand, and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non- delivery of possession arising out of or as a result of any notice, order, pandemic, rule or notification/ approval of the Government or any other Public or Competent Authority and Court or for any other reason beyond the control of PURCHASER/ DEVELOPER and in any of the aforesaid events the PURCHASER /DEVELOPER shall be entitled to an extension of maximum period of 3 months for delivery of possession of the "SAID PREMISES".

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d.) The OWNERS/VENDORS shall use the said Residential Premises only for the purpose of residence or for any purpose which is permissible by the prevailing laws of local authorities, as may be made applicable. The OWNERS/VENDORS shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or which cause a nuisance or inconvenience to the other Premises Purchaser/s in the "said project".

e.) The OWNERS/VENDORS shall from the date of possession maintain the SAID PREMISES, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID PREMISES and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

f) The OWNERS/VENDORS shall be entitled to enter into agreement for sale/sale deed of the SAID PREMISES with any third parties of their choice to sell the SAID PREMISES, upon receiving possession of the SAID PREMISES from the PURCHASER/DEVELOPER.

V. DEFECTS / DEFICIENCY - EXTENT OF COVERAGE:

a.) Upon the OWNERS/VENDORS taking delivery of the SAID PREMISES, the OWNERS/VENDORS shall have no claim against the PURCHASER/DEVELOPER regarding any defect in respect of any item of work in the SAID PREMISES which may be alleged not to have been carried out or completed.

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b.) The defect liability period for the structure of the Building including the "SAID PREMISES" under this Agreement, shall be ²⁴~~60~~ Calendar months from the date of issuance of Occupancy Certificate / handing over possession/written intimation to the OWNERS/VENDORS to take possession of Premises whichever is earlier in point of time. Besides, the coverage of defect liability period, on the part of the PURCHASER/DEVELOPER shall be confined and limited only to the OWNERS/VENDORS and shall not extend to subsequent transactions, irrespective of the fact whether the said second sale takes place either before or after the stipulated period of ²⁴~~60~~ months as averred hereinabove wherein the PURCHASER/DEVELOPER shall only be a Confirming Party.

VI. TAXES AND OUTGOINGS:

The OWNERS/VENDORS agree/s to pay to the PURCHASER/DEVELOPER within seven days of demand, such proportionate share of the OWNERS/VENDORS of such charges and/or deposit and/or tax. From the date of taking over possession of the "SAID PREMISES" the OWNERS/VENDORS shall be liable to pay regularly the Property tax and all other taxes, charges, assessments, levies etc by whatever name called, as the owner of the "SAID PREMISES". The PURCHASER /DEVELOPER shall not be responsible for any default in payment of such taxes thereafter. Any levy or tax of any nature including GST, if levied or becomes due and payable subsequently by the PURCHASER /DEVELOPER or on the Complex "said project" or on individual Flat in "said project" including the "SAID PREMISES" and/or the transaction contemplated herein

shall be borne and paid by the OWNERS/VENDORS
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proportionately to the extent of the super built-up area of the "SAID PREMISES"

- b) Any taxes, charges and/or outgoings levied by the Municipality or any other competent authority for consumption of electricity, and water/sewerage charges, exclusively pertaining to the SAID PREMISES, more clearly described in Schedule - III hereunder written, shall be borne by the OWNERS/VENDORS from the date of receiving possession, of the SAID PREMISES, from the PURCHASER/DEVELOPER.

VII. VARIATION IN PLANS, AMALGAMATION/SUB-DIVISION:



a) It is hereby specifically agreed and consented to by the OWNERS/VENDORS that the PURCHASER/DEVELOPER shall be entitled, and also hereby deemed to have been permitted by the OWNERS/VENDORS to make such variations and alterations in the building plans and/or in the layout, Elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the development of Project as a whole before getting the Occupancy Certificate.

- b.) In the event the OWNERS/VENDORS desires to make any substantial changes or additions within the "SAID PREMISES" to the Standard Specifications, subject to the overall approval of the authorities concerned, the OWNERS/VENDORS shall have to pay the additional cost of such changes/additions/alterations and for the purpose

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of payment it will be considered as an 'extra item of work' and such payments will have to be made in advance and the GST, as applicable, shall be paid by the OWNERS/VENDORS themselves. In such event the PURCHASER/DEVELOPER irrespective of the payment received for carrying out the extra item of work shall be entitled for further, additional sufficient extension of time over and above the time specified above to deliver the possession of the "SAID PREMISES", as changes/additions/alterations requires time and constant personal supervision to monitor the progress of the work.

- c) In addition to above it has been made clear to the OWNERS/VENDORS herein and the OWNERS/VENDORS have consented as an end user, that the extra item of work asked for by them other than that mentioned in the agreement and to be executed by the PURCHASER/DEVELOPER as above, shall only be at the OWNERS/VENDORS sole risk, responsibility and functional efficiency of such changes asked for and the PURCHASER/DEVELOPER shall not be held responsible or accountable or answerable or called upon either to re-do or replace the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the OWNERS/VENDORS are a deviation from the standard and time tested design adopted by the PURCHASER/DEVELOPER, under the scheme of development and all approvals for such changes shall be obtained by the OWNERS/VENDORS at their own costs.

- d) In the event the OWNERS/VENDORS, either during the subsistence of this Agreement or after taking over the possession of the "SAID PREMISES" makes any changes or additions in the electrical layout leading to the increase in

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the total electrical load over and above the electrical load originally provided by the PURCHASER/DEVELOPER for the "SAID PREMISES", then in such an event the PURCHASER/DEVELOPER shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies, either in its quality or performance, and the OWNERS/VENDORS shall be solely responsible for the same at their own risk and cost.

VIII. DISCLOSURES/REPRESENTATIONS/UNDERTAKINGS OF THE OWNERS/VENDORS:

The OWNERS/VENDORS do hereby categorically and specifically agree and covenant and declare to the PURCHASER/DEVELOPER as under:

- a. That there are no Tenants and/or Mundkars on the SAID PLOT.
- b. That there is no litigation or acquisition proceedings pending against and in relation to the SAID PLOT.
- c. That the OWNERS/VENDORS have not entered into any agreement or memorandum with any third party, with respect to the SAID PLOT except to the extent of Agreement for Development and Sale, Dated:17.02.2022 executed with the CONFIRMING PARTY
- d. That there are no legal impediments whatsoever for the OWNERS/VENDORS to enter into this agreement with the PURCHASER/DEVELOPER.
- e. That the OWNERS/VENDORS shall not enter into any agreements or memorandums with respect to

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- f. That the SAID PLOT is not mortgaged to any bank or financial institution.
- g. That there are no claims or demands against the SAID PLOT.
- h. That there are no encumbrances or liens against the SAID PLOT.
- i. That the OWNERS/VENDORS agree and undertake to settle all and every issue arising from the ownership and title to the SAID PLOT and all claims and demands with respect to the SAID PLOT will be dealt with solely by the OWNERS, at their own cost, without any liability or cost to the PURCHASER/DEVELOPER.
- j. That the OWNERS/VENDORS shall indemnify and keep indemnified the PURCHASER/DEVELOPER against any loss or liability that may come to be incurred, due to a defect in title of the SAID PLOT.
- k. That in the event of any claim or demand or litigation against the SAID PLOT made/filed, it shall be the sole responsibility of the OWNERS/VENDORS to clear and settle the same within a period of two months, without any loss or liability to the PURCHASER/DEVELOPER, from the date of such claim, demand or suit, etc.
- l. That the OWNERS/VENDORS shall Co-operate with the PURCHASER/DEVELOPER to complete the entire scheme of development on the SAID PLOT.
- m. That, the SAID PLOT is free from all encumbrances, burden, charges, lien, claim, demand, etc. created by the OWNERS/VENDORS or its predecessor in title and the OWNERS/VENDORS further declare that, till this date they have not received any notice regarding acquisition, requisition, reservations from the local, Government, Semi Government authorities.

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- n. That the OWNERS/VENDORS are the absolute Owners of the SAID PLOT and SAID PLOT and no other person/s have / has any right, interest, or title in respect of the SAID PLOT.
- o. That the OWNERS/VENDORS undertake not to interfere with or interrupt the process of the construction of the project/development on the SAID PLOT or in the SAID PLOT.
- p. That on signing of this agreement the OWNERS/VENDORS shall have no claim, demand or interest in the SAID PLOT or the construction that will be constructed thereon, except for the rights to the SAID PREMISES.

IX. EXECUTION OF DEED OF SALE:

- a) All costs, charges, expenses including stamp duty, registration charges, advocate fees /professional charges and any other expenses in connection with the preparation, execution and registration of Deed of Sale and/or other connected matters related to the SAID PREMISES described in Schedule -III hereunder, in case the OWNERS/VENDORS are selling the SAID PREMISES to any third party shall be borne by the OWNERS/VENDORS. On completion of the SAID PREMISES, the PURCHASER/ DEVELOPER is only required to provide the OWNERS/VENDORS with a letter of possession alongwith the possession of the SAID PREMISES.

- b) The PURCHASER/DEVELOPER shall be entitled to execute sale deed/s for all the flats, shops and offices (with the exclusion of the SAID PREMISES described in Schedule III) alongwith the undivided rights, interest and title in the "SAID PLOT" corresponding to the said

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flats, by joining the OWNERS/VENDORS as parties thereto, and the OWNERS/VENDORS shall execute such deed of sale in favour of the nominee/customer of the PURCHASER/DEVELOPER, of the flats, and the undivided proportionate rights, interests and title in the SAID PLOT.

c) The OWNERS/VENDORS and the PURCHASER/DEVELOPER do hereby expressly agree and covenant, that the PURCHASER/DEVELOPER shall be entitled to sell all the flats, shops and offices constructed on the SAID PLOT, excluding the SAID PREMISES, on ownership basis, alongwith the proportionate undivided rights, interest and title in the SAID PLOT corresponding to the said flats and for this the PURCHASER/DEVELOPER is empowered, entitled and permitted to enter into Agreements for Sale, Agreements for Construction Finance and Sale, sale deed/s, memorandum of understanding, etc, with any third parties for the sale of the flats constructed on the "SAID PLOT" and to receive the consideration there under, with or without the intervention of the OWNERS/VENDORS, which is hereby expressly consented to by the OWNERS/VENDORS and the OWNERS/VENDORS shall execute and/or confirm all such agreements/memorandums and or deeds.

d) The OWNERS/VENDORS and the CONFIRMING PARTY covenant, agree and undertake to execute necessary deeds, sale deeds, rectification deeds, confirmation deeds, etc. and other agreements, memorandums, and documents for the transfer of the "SAID PLOT" or the undivided rights, interests and title in the "SAID PLOT" to

the PURCHASER/DEVELOPER or its agents or Nominee
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as may be called upon by the PURCHASER/DEVELOPER, by retaining for themselves the proportionate undivided rights, interests and title in the said plot corresponding to the SAID PREMISES.

- e) The OWNERS/VENDORS agree that on receipt of possession of the SAID PREMISES described in schedule III, the OWNERS/VENDORS shall confirm the said receipt of possession, by executing a Declaration/Affidavit, which will be required to be handed over by the OWNERS/VENDORS, to the PURCHASER/DEVELOPER, on the date of taking possession of the SAID PREMISES.

X. GENERAL:

- a) THE OWNERS/VENDORS shall not be liable towards any payments to the PURCHASER/DEVELOPER before and after handing over possession of the SAID PREMISES described in schedule III except towards maintenance deposits and monthly maintenance charges which shall be liable after taking over possession.
- b) The PURCHASER/DEVELOPER shall be entitled on execution of this agreement, to enter onto the SAID PLOT and start the works of development of the SAID PLOT.
- c) The OWNERS/VENDORS and or any person claiming though them shall not interfere with the development works on the SAID PLOT or with the PURCHASER/DEVELOPER, their employees and/or prospective purchasers of flats in the development on the SAID PLOT.

- d) PURCHASER/DEVELOPERS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title

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and interest in the "SAID PLOT" "and/or in the" said project, provided it does not in any way affect or prejudice the right of the OWNERS/VENDORS in respect of the "SAID PREMISES, which is described in Schedule III and hereunder and its corresponding rights in the SAID PLOT.

e) The Parties hereto shall be entitled to specific performance of this agreement and time shall be of the essence.

f) The Parties hereto agree that any dispute regarding the terms of this agreement or their interpretation shall be referred to Arbitration, which arbitration shall be conducted by a sole Arbitrator, to be appointed by the PURCHASER/DEVELOPER, who shall conduct the arbitration as per the Indian Arbitration Act, 1996 and the Order/judgment of the said sole Arbitrator on such dispute shall be final and binding on both the parties.

g) The OWNERS/VENDORS address of the parties to this agreement for communication shall be as mentioned hereinabove. The OWNERS/VENDORS shall also, from time to time notify any change in their address to the PURCHASER/DEVELOPER. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the notified changed address by hand delivery or Registered AD or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the OWNERS.

h) The OWNERS/VENDORS do hereby give the PURCHASER/DEVELOPER their express and irrevocable consent to mortgage the SAID PLOT and / or to raise

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financing the development on the SAID PLOT which mortgage shall exclude the SAID PREMISES.

- i) The OWNERS/VENDORS hereby give/s their express consent to prospective purchaser of Flats to raise any loans against the flats alongwith the proportionate share in the " SAID PLOT" in respect of the flats which he/she/it intends to purchase and to charge/mortgage the same with any Bank or Banks or any other Party.
- j) The OWNERS/VENDORS are entitled to sell/transfer assign the "SAID PREMISES" described in schedule III in favour of the prospective purchasers, without the written consent of the PURCHASER/DEVELOPER, however the possession of the SAID PREMISES described in schedule III will be handed over only to the OWNERS/VENDORS and to no other person or entity. It is further agreed that the said third party, if any, who acquire any right in any of the flats, shall not be entitled to further transact/transfer the said flat/s, prior to the transfer of possession of the SAID PREMSIES to the OWNERS/VENDORS.
- k) It is hereby expressly agreed by the OWNERS/VENDORS that the OWNERS/VENDORS shall not be entitled to execute Conveyance/Sale Deeds with the prospective purchasers of the SAID PREMISES, prior to the receipt of possession of the SAID PREMISES. It is further agreed that the PURCHASER /DEVELOPER shall not be liable for any claims or demands of whatsoever nature, from any third party, with respect to the SAID PREMISES, with whom the OWNERS/VENDORS may enter into any Agreements or Deeds.



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1) The OWNERS/VENDORS do hereby categorically agree that all the constructed/built-up area of the premises constructed on the "SAID PLOT" shall be that of the exclusive and absolute ownership of the PURCHASER/DEVELOPER, the same being constructed by the PURCHASER/DEVELOPER at its own costs and the OWNERS/VENDORS shall have no right or interest to the same and the PURCHASER/DEVELOPER shall be entitled to sell the said constructed/built-up/developed premises constructed on the SAID PLOT as their own to any third party and the PURCHASER/DEVELOPER shall be entitled to retain all the receipts from the said sales to itself (except the SAID PREMISES describe in Schedule III).

m) The OWNERS/VENDORS shall be entitled to the SAID PREMISES subject to and on the OWNERS/VENDORS transferring to the PURCHASER/DEVELOPER and/or its Nominee all the undivided proportionate rights in the SAID PLOT and by retaining for themselves (OWNERS/VENDORS) the undivided proportionate rights in the SAID PLOT corresponding to the SAID PREMSIES described in Schedule-III hereunder.

n) The OWNERS/VENDORS shall make available to the PURCHASER/DEVELOPER all the original documents pertaining to the title of the SAID PLOT alongwith all the original plans, NOC'S, Permissions, Licenses, etc. when required and requested.

o) The OWNERS/VENDORS have executed a Power of Attorney in favour of the CONFIRMING PARTY, in order to entitle the PURCHASER/DEVELOPER to sign and execute all applications, documents, agreements for sale, sale deeds, etc., for and on behalf of the

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OWNERS/VENDORS, for the purpose of conveying and selling the flats, Shops, Offices to be constructed on the SAID PLOT except for SAID PREMISES mentioned in Schedule-III.

- p) The CONFIRMING PARTY shall sign and execute any Agreement for Sale /Agreement for Assignment of Rights/Deed of Sale to be executed with diverse purchasers of Flats/Shops as a necessary party in all the Deeds.

XI. DISPUTES/SETTLEMENT/LITIGATION JURISDICTION:

- a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this agreement, or anything arising out of it, and / or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement, the same shall be submitted for arbitration under the Indian Arbitration Act, 1996, to a sole Arbitrator, to be appointed by the PURCHASER/DEVELOPER and the order/judgment of the said sole Arbitrator shall be final on the said dispute.

- b) The parties hereto shall be entitled to specific performance of this agreement.

- c) The OWNERS/VENDORS hereto agree that in the event any litigation is commenced against the "SAID PLOT" in relation to the title of the OWNERS/VENDORS to the "SAID PLOT", the OWNERS/VENDORS shall settle the said litigation, without any liability to the Developers.

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d) The OWNERS/VENDORS hereby permits the PURCHASER / DEVELOPER to put up advertisement boards or hoardings announcing the proposed scheme of development on the "SAID PLOT", for the purpose of development and sale of the Flats and Shops proposed to be constructed on the SAID PLOT.

XII. The OWNERS/VENDORS may nominate a person to coordinate the work of the SAID PREMISES, intimation of the name address and personal details of such person to be given to the PURCHASER/DEVELOPER in writing, and it shall be binding on the PURCHASER/DEVELOPER to intimate such person of the stages of progress of the work of the SAID PREMSIES.

XIII. The OWNERS/VENDORS of the SAID PLOT do not belong to schedule caste or tribe in terms of Notification No: RD/LND/LRC/318/77 dated 21.8.1978 published in Official Gazette Series II No: 21 dated 24.8.1978.

XIV The SAID PLOT is non-agricultural property. The document & transaction is complying with Foreign Exchange Management Act & RBI Guidelines. The office of the Civil Registrar of Bardez at Mapusa shall not be responsible if parties violate FEMA & RBI Guidelines.

SCHEDULE-I
(DESCRIPTION OF THE SAID PROPERTY)

All that property known as "VULGO MODO", totally admeasuring 1165.00 sq.mts bearing Chalta no.13 of P. T. Sheet No.109 of the City of Survey of Mapusa, situated at Gausavado in the City of Mapusa, in the Taluka and Sub-District Registration of Bardez, in the District of North Goa, in the State of Goa, in the Union of India, not described in the Land Registration Office of Bardez, not enrolled for Matriz in the Taluka Revenue Office of Bardez. The said Property is bounded as under:-

CLARAMOUNT REALTY

For
NAIFER CONSTRUCTIONS

PARTNERS

PARTNER

On the East : By a public road;

On the West : By a public road;

On the North: By properties bearing Chalta nos.11, 14 and 15 of P. T. Sheet No.109 of the City Survey of Mapusa; and

On the South: By properties bearing Chalta Nos. 11C, 11-B/126, 13/126 and 17 of P. T. Sheet No.109 of the City Survey of Mapusa.

SCHEDULE-II

(DESCRIPTION OF THE SAID PLOT)

All that independent and distinct Plot admeasuring an area about **793** sq.mts surveyed under Chalta No. 13-A of P.T Sheet No.109 of City Survey of Mapusa which was earlier a part of the larger property known as "VULGO MODO", situated at Gausavado in the City of Mapusa, in the Taluka and Sub-District Registration of Bardez, in the District of North Goa, in the State of Goa, more particularly described in Schedule-I hereinabove written. The SAID PLOT is bounded as under:

On the East : By a public road;

On the West : By remaining part of the same property;

On the North: By properties bearing Chalta nos.14 and 15 of P. T.Sheet No.109 of the City Survey of Mapusa; and

On the South: By properties bearing Chalta Nos. 13/126 and 17 of P. T. Sheet No.109 of the City Survey of Mapusa.

CLARAMOUNT REALTY

PARTNERS

For
NAIFER CONSTRUCTIONS

PARTNER.

**SCHEDULE - III
(SAID PREMISES)**

Block-A, FLAT. NO. 202:- allotted to **Mr.Elvis Francis Braganza & His Son Mr.Carlyle Braganza**, Daughter-In-Law **Mrs.Silni Sebastian & Daughter Miss.Careena Mariola Braganza**, admeasuring 103.10 SQ.MTS Super Built up area corresponding to a Carpet area of 54.95 Sq. mtrs and enclosed balcony area of 11.16 Sq.mtrs., with one car parking slot;

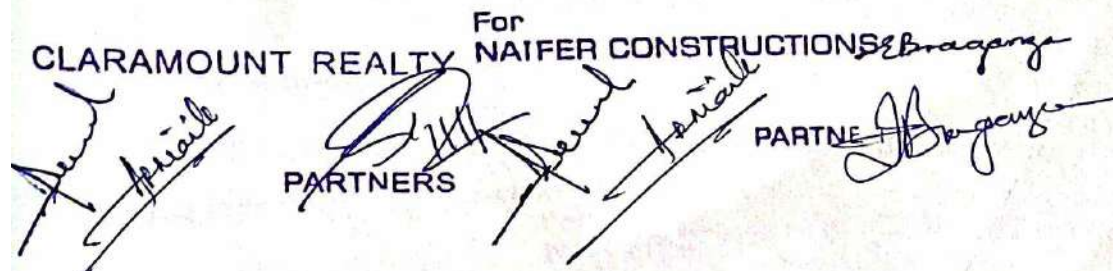
Block-A, FLAT. NO. 201:- allotted to **Mr.Ashlyn Bosco Braganza & His Wife Mrs.Premilla Ashlyn Braganza**, admeasuring 102.36 SQ.MTS. Super Built up area corresponding to a Carpet area of 52.66 Sq. mtrs and enclosed balcony area of 12.79 Sq.mtrs., with one car parking slot;

Block-A, FLAT. NO. 101:- allotted to **Mr.Theodore Anthony Braganza & his Wife Mrs.Judith Philomena Braganza**, admeasuring 102.36 SQ.MTS. Super Built up area corresponding to a Carpet area of 52.66 Sq. mtrs and enclosed balcony area of 12.79 Sq.mtrs., with one car parking slot;

Block-A, FLAT. NO. 102:- allotted to **Mr.Melville Gerald Anthony Braganza & His Wife Mrs.Yvonne Rose Andrea Braganza**, admeasuring 102.36 SQ.MTS. Super Built up area corresponding to a Carpet area of 54.95 Sq. mtrs and enclosed balcony area of 11.16 Sq.mtrs., with one car parking slot

TOTAL SUPER BUILT UP AREA: - 410.18 SQ.MTS.

CLARAMOUNT REALTY For
PARTNERS NAIFER CONSTRUCTIONS
PARTNER

A circular stamp with the text "REGISTRAR OF DEEDS" and a star is partially visible on the left. Several handwritten signatures are present, including one that appears to be "Braganza" and another that looks like "Braganza".

SCHEDULE - IV
(SPECIFICATION OF FLATS)
SPECIFICATIONS

(a) STRUCTURE:

It is R.C.C framed structure of Columns, Beams and Slabs. The internal partitions Walls will be of 4" block masonry and the external walls will be of 23 cms block masonry. All Plinth work will be in laterite rubble masonry/cement block masonry.

(b) PLASTERS:

External plaster will be double coat sand faced cement plaster with cement paint. Walls and Ceiling and Internal plaster will be single coat Gypsum plaster.

(c) FLOORING:

The floors will be "24 x 24" vitrified tiles for Hall/Kitchen/Bedrooms. Staircase and landing will be Tandoor stone including risers. Bathroom floor will have Ceramic tiles. The average basic cost of flooring and dado tiles at Rs.550/- per square meter. Flooring for the flat will be of Vitrified tiles.

(d) INTERNAL PAINT:

Acrylic washable paint for interior surfaces.

(e) EXTERNAL PAINT:

All External surfaces will have waterproof emulsion paint.

(f) Windows

All windows on shall be alluminium powdercoated make sliding with 5mm clear glass.

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For
NAIFER CONSTRUCTIONS

PARTNERS

PARTNER

(g) Doors.

Main Door shall be of Designer Teakwood and veneer finished internal doors.

French Door shall be of UPVC make with full glazing leading from the living room and bedrooms.

(h) Plumbing

High end quality Fixtures from Jaguar / Hindware/Kholer and Sanitary ware fixtures of Hindware/Kholer.

(i) Kitchen

Kitchens shall be provided with drain board sink and granite counter.

(j) Roofing

All R.C.C roof slabs shall be covered by Maintenance free galvanium sheet roofing .

(k) ELECTRICAL INSTALLATION:

Wire: havells/ anchor/ polycab make

Switches: Modular (Havells/Crabtree or Equivalent.) The installation will be in concealed P.V.C pipes as per the specifications of Electricity Dept. All wiring to be in best quality cable concealed in walls and slabs. :

IN WITNESS WHEREOF the parties hereto have put their hands to on the day, month and year first hereinabove mentioned.

CLARAMOUNT REALTY

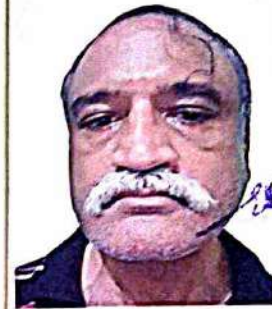
For
NAIFER CONSTRUCTIONS

PARTNERS

PARTNER:

IN WITNESS WHEREOF SIGNED SEALED & DELIVERED
 BY THE WITHIN NAMED
 MR. ELVIS FRANCIS BRAGANZA FOR SELF
 AND AS A POWER OF ATTORNEY HOLDER FOR
 MR. CARLYLE BRAGANZA
 MRS. SILNI SEBASTIAN alias SILNI BRAGANZA
 MISS. CAREENA MARIOLA BRAGANZA
 MR. ASHLYN BOSCO BRAGANZA
 MRS. PREMILLA ASHLYN BRAGANZA

E Braganza

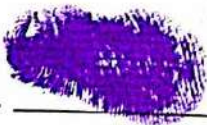
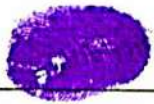
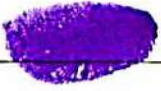


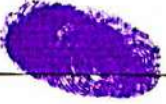
E Braganza



L.H.F. Prints

R.H.F. Prints

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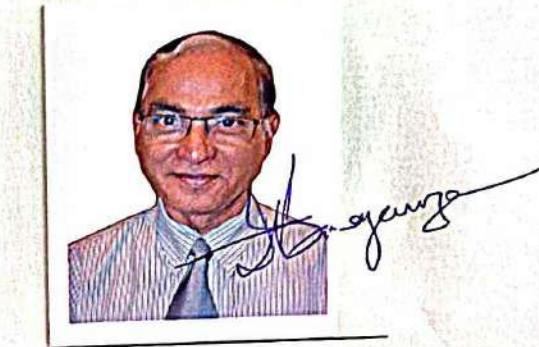
CLARAMOUNT REALTY

For
 NAIFER CONSTRUCTIONS

[Signature]
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 PARTNERS

E Braganza
[Signature]
 PARTNER

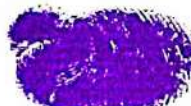
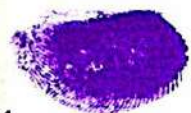
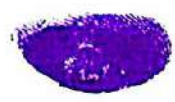
SIGNED SEALED & DELIVERED
 BY THE WITHIN NAMED
 MR. THEODORE ANTHONY BRAGANZA
 FOR SELF & AS ATTORNEY HOLDER FOR
 MRS. JUDITH PHILOMENA BRAGANZA
 MR. MELVILLE GERALD ANTHONY
 BRAGANZA and MRS. YVONNE ROSE
 ANDREA BRAGANZA

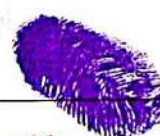
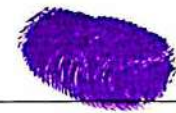



L.H.F. Prints

R.H.F. Prints



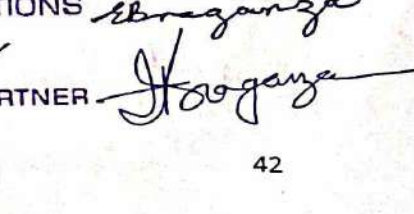
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CLARAMOUNT REALTY

 
 PARTNERS

For
 NAIFER CONSTRUCTIONS

 
 PARTNER

SIGNED SEALED & DELIVERED

BY THE WITHIN NAMED PURCHASER/DEVELOPER

FOR M/s. CLARAMOUNT REALTY

MR. ASHOK RAMESH NAIK

PARTNER

CLARAMOUNT REALTY

Ashok

PARTNERS



Ashok



L.H.F. Prints

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R.H.F. Prints

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CLARAMOUNT REALTY

Ashok
Ashok
PARTNERS

For
NAIFER CONSTRUCTIONS

Ashok
Ashok
PARTNER

Abraham
Abraham
43

SIGNED SEALED & DELIVERED

BY THE WITHIN NAMED PURCHASER/DEVELOPER

FOR M/S. CLARAMOUNT REALTY

MR. ALLAN ALEX FERNANDES

PARTNER

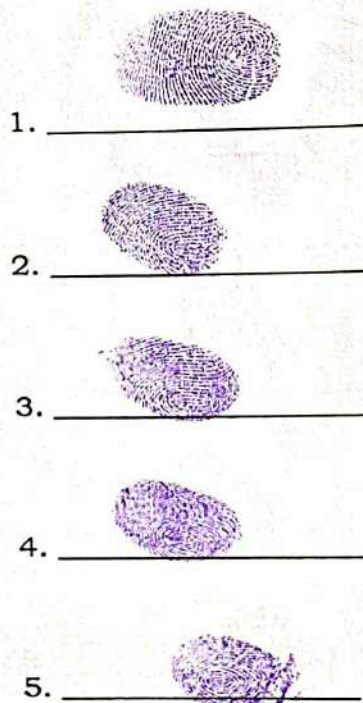
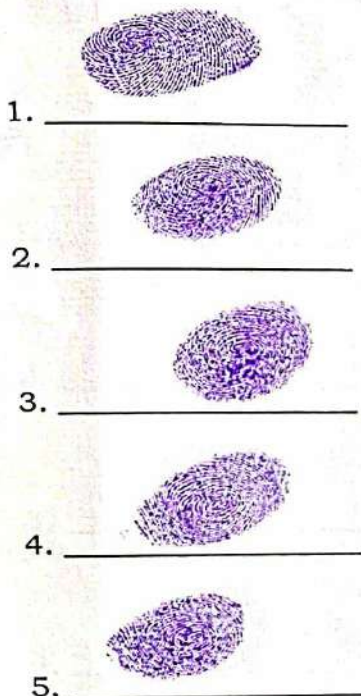
CLARAMOUNT REALTY

[Signature]
PARTNERS



L.H.F. Prints

R.H.F. Prints



CLARAMOUNT REALTY

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PARTNERS

For
NAIFER CONSTRUCTIONS

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PARTNER

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SIGNED SEALED & DELIVERED

BY THE WITHIN NAMED PURCHASER/DEVELOPER

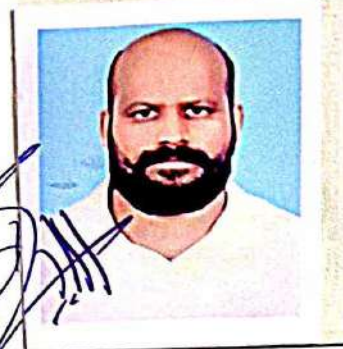
FOR M/s. CLARAMOUNT REALTY

MR.SAMEER CAXIRAM TOROSCAR

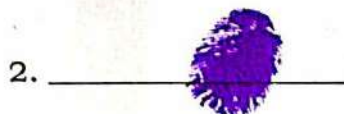
PARTNER

CLARAMOUNT REALTY

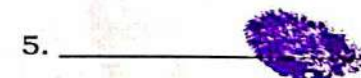
PARTNERS



L.H.F. Prints



R.H.F. Prints



CLARAMOUNT REALTY

For NAIFER CONSTRUCTIONS

PARTNERS

PARTNER

SIGNED SEALED & DELIVERED

BY THE WITHIN NAMED CONFIRMING PARTY

FOR M/S NAIFER CONSTRUCTIONS

MR. ASHOK RAMESH NAIK

PARTNER

For
NAIFER CONSTRUCTIONS

PARTNER



L.H.F. Prints

R.H.F. Prints



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CLARAMOUNT REALTY

PARTNERS

For
NAIFER CONSTRUCTIONS

PARTNER

SIGNED SEALED & DELIVERED
BY THE WITHIN NAMED CONFIRMING PARTY
FOR M/S NAIFER CONSTRUCTIONS
MR. ALLAN ALEX FERNANDES
PARTNER

For
NAIFER CONSTRUCTIONS

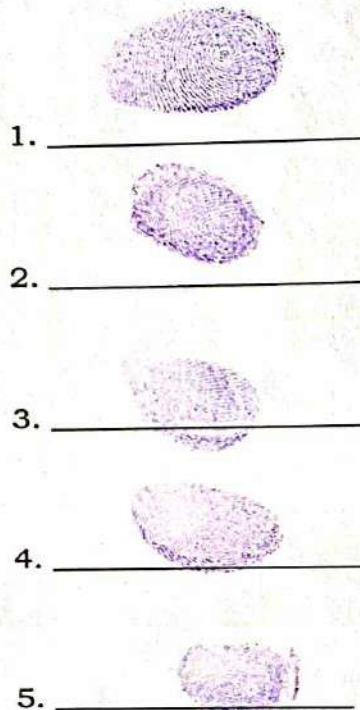
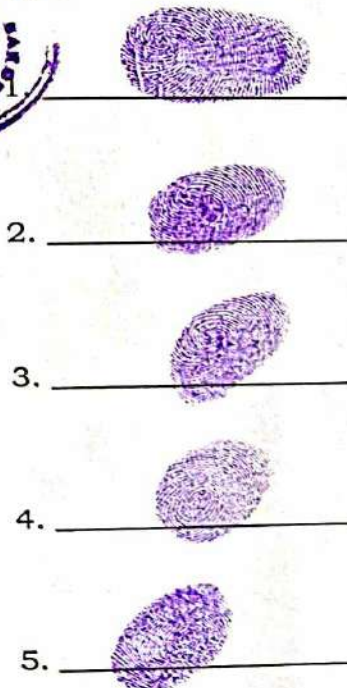


PARTNER



L.H.F. Prints

R.H.F. Prints

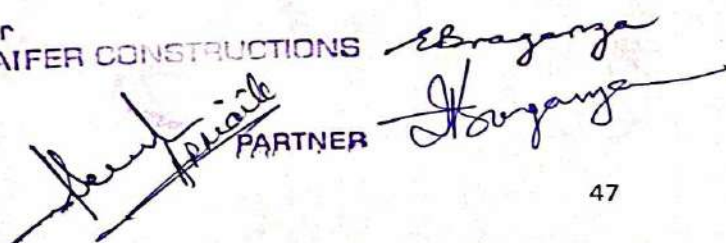


CLARAMOUNT REALTY

For
NAIFER CONSTRUCTIONS



PARTNERS



PARTNER

IN THE PRESENCE OF:

Rahul S. Arlekar
H.N. 18 Dular mapur
Bundel Goa

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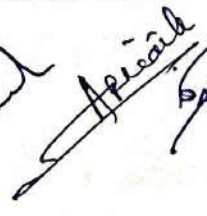
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Nandani Hecker. Hecker
Villa No 2, Raj complex
Odessa Bhakt, Taleigao - Goa

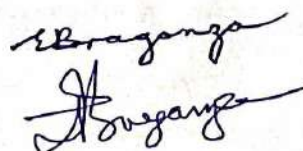
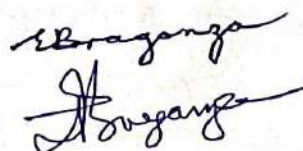


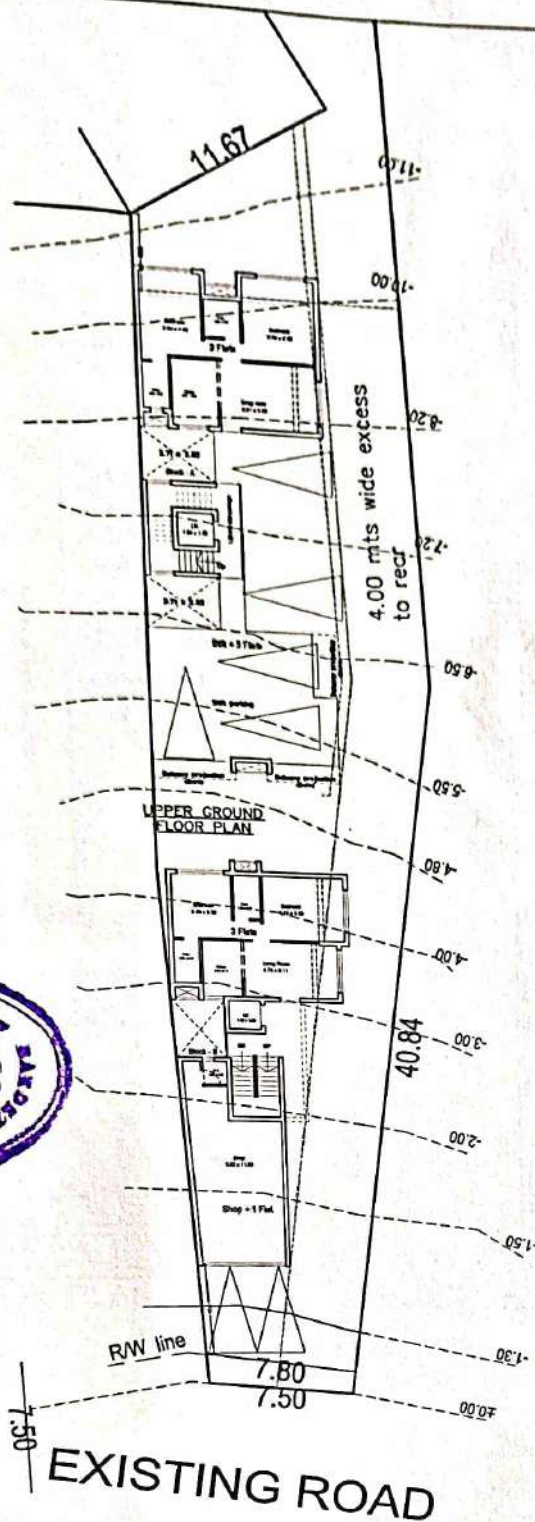
CLARAMOUNT REALTY

For
NAIFER CONSTRUCTIONS



PARTNERS


PARTNER



SITE PLAN BLOCK - A & B

TITLE:

PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING - BLOCK - A & B, FOR M/S. NAIFER CONSTRUCTION AT MAPUSA BARDEZ GOA.

CLARAMOUNT REALTY For NAIFER CONSTRUCTIONS

North

FLOOR PLANS

PROJECT ARCHITECT

ASHWINIKUMAR PRABHU



PROJ. NO.	DRG. NO.	REV. NO.
SA-AR-	PD-01	-
Scale	Date	DRAWN BY
1:250	19 July 2023	Deepraj
		Ashwin P

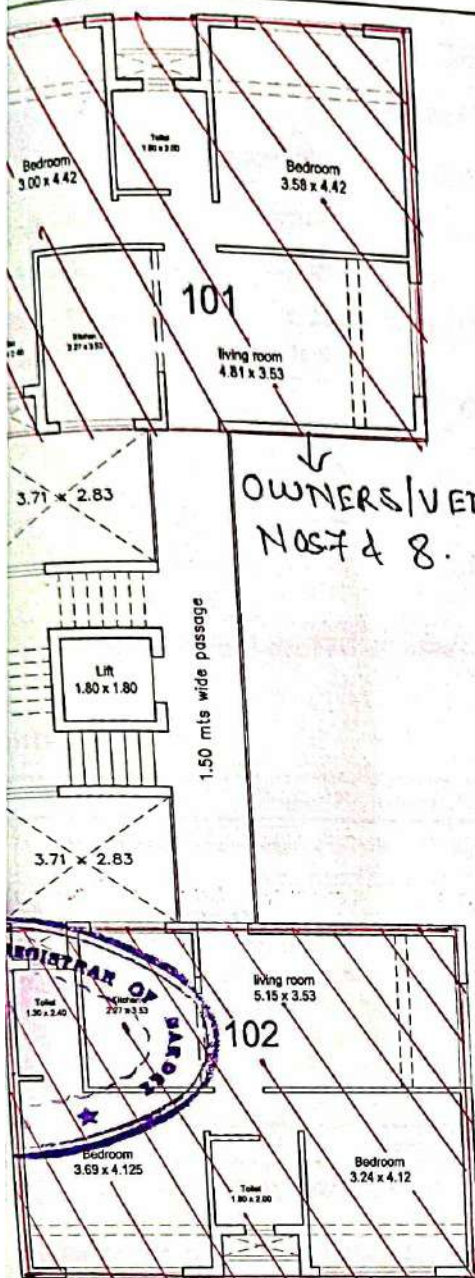


studio Arche'type

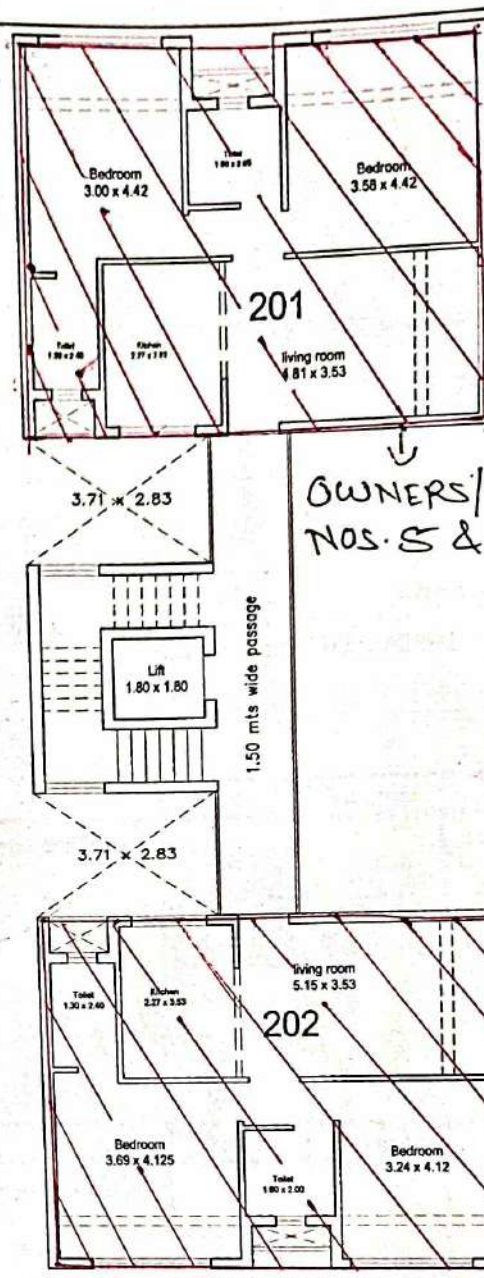
architecture + interiors
Office no-2, 1st Floor, Aicon Chambers, D.B. Road, Panaji -
Goa-INDIA. Ph. 0091-832-2421800
e-mail: studioarchetype@gmail.com

PARTNERS

PARTNER



1ST FLOOR PLAN



2ND FLOOR PLAN

BLOCK - A

OWNERS/VENDORS.
NOS 7 & 8.

OWNERS/VENDORS.
NOS. 5 & 6.

OWNERS/
VENDORS.
NOS. 1, 2, 3 & 4.

OWNERS/VENDORS.
NOS 9 & 10.

1st Floor Plan Block - A		
Type	BUA in sqmt	SBUA in sqmt
101	74.07	102.36
102	74.60	103.10
Total	148.67	205.46

2nd Floor Plan Block - A		
Type	BUA in sqmt	SBUA in sqmt
201	74.07	102.36
202	74.60	103.10
Total	148.67	205.46

TITLE:

PROPOSED CONSTRUCTION OF RESIDENTIAL
BUILDING - BLOCK - A & B,
FOR M/S. NAIFER CONSTRUCTION AT MAPUSA
BARDEZ GOA.

CLARAMOUNT REALTY For

NAIFER CONSTRUCTIONS

North

FLOOR PLANS

PROJ. NO.	DRG. NO.	REV. NO.
SA-AR-	BP - 02	-
Scale	Date	DRAWN BY
1:100	10 July 2024	Deepraj

PROJECT ARCHITECT

ASHWINIKUMAR
PRABHU



studio Arche'type

architecture + interiors
Office no-2, 1st Floor, Alcon Chambers, D.B. Road, Panaji -
Goa-INDIA. Ph. 0091-832-2421800
e-mail: studioarchetype@gmail.com

PARTNERS

PARTNER



Government of Goa

Document Registration Summary 2

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

& Time :- 27-Aug-2024 11:52:17 am

Serial Number :- 2024-BRZ-4650

d at 11:42:48 am on 27-Aug-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	324800
2	Registration Fee	336000
3	Processing Fee	3660
Total		664460

Stamp Duty Required :324800/-

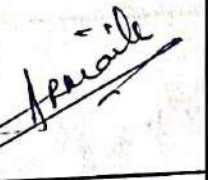
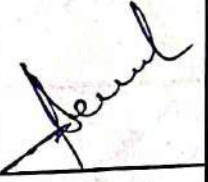
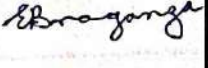
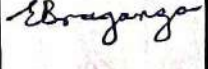
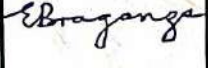
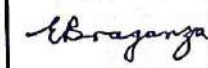
Stamp Duty Paid : 325000/-

nter

Party Name and Address	Photo	Thumb	Signature
Ashok Ramesh Naik Partner Of Claramount Realty ,Father Name:Late Ramesh Naik, Age: 45, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 493-4A Tarchibhat Siolim Bardez Goa, Address2 - , PAN No.:			

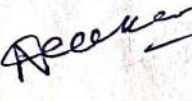
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Party Name and Address	Photo	Thumb	Signature
Elvis Francis Braganza , Father Name:Jovito Braganza, Age: 66, Marital Status: Married ,Gender:Male,Occupation: Service, 403, Raj Heritage Tower Laxman Mhatre Road opp Mary Immaculate Girls High School Borivali West Mandapeswar Mumbai Maharashtra 400103, PAN No.:			
Theodore Anthony Braganza , Father Name: Bruno Braganza, Age: 75, Marital Status: Married ,Gender:Male,Occupation: Service, Shantabai Gokhale Niwas 53, Godkhale Road-North Dada West Mumbai 400028, PAN No.:			
Ashok Ramesh Naik Partner Of Claramount Realty , Father Name:Late Ramesh Naik, Age: 45, Marital Status: ,Gender:Male,Occupation: Business, 493-4A Tarchibhat Siolim Bardez Goa, PAN No.:			
Allan Alex Fernandes Partner Of Claramount Realty , Father Name:Late Victor Fernandes, Age: 44, Marital Status: ,Gender:Male,Occupation: Business, House No 677 Pintos Vaddo Candolim Bardez Goa, PAN No.:			

Party Name and Address	Photo	Thumb	Signature
Ameer Caxlram Torascar Partner Of Claramount Realty , Father Name:Caxlram Torascar, Age: 50, Marital Status: ,Gender:Male,Occupation: Business, Flat No 3 Atyabhama Apartment Opposite State Bank of India Kadamba Depot Road Alto Porvorim Bardez Goa, PAN No.:			
Shok Ramesh Naik Partner Of Naifer Constructions , Father Name:Late Ramesh Naik, Age: 45, Marital Status: ,Gender:Male,Occupation: Business, House No 493-4A Siolim Bardez Goa, PAN No.:			
Allan Fernandes Partner Of Naifer Constructions , Father Name:Victor Fernandes, Age: 44, Marital Status: ,Gender:Male,Occupation: Business, House No 677 Pintos Vaddo Candolim Bardez Goa, PAN No.:			
Elvis Francis Braganza , Father Name:Jovito Braganza, Age: 66, Marital Status: ,Gender:Male,Occupation: Service, 403 Raj Heritage Tower Laxman Mhatre Road Opp Mary Immaculate Girls High School Borivali West Mandapeswar Mumbai Maharastra 400103, PAN No.: , as Power Of Attorney Holder for Silni Sebastian Alias Silni Braganza			
Elvis Francis Braganza , Father Name:Jovito Braganza, Age: 66, Marital Status: ,Gender:Male,Occupation: Service, 403 Raj Heritage Tower Laxman Mhatre Road Opp Mary Immaculate Girls High School Borivali West Mandapeswar Mumbai Maharastra 400103, PAN No.: I , as Power Of Attorney Holder for Carlyle Braganza			
Elvis Francis Braganza , Father Name:Jovito Braganza, Age: 66, Marital Status: ,Gender:Male,Occupation: Service, 403 Raj Heritage Tower Laxman Mhatre Road Opp Mary Immaculate Girls High School Borivali West Mandapeswar Mumbai Maharastra 400103, PAN No.: I , as Power Of Attorney Holder for Careena Mariola Braganza			
Elvis Francis Braganza , Father Name:Jovito Braganza, Age: 66, Marital Status: ,Gender:Male,Occupation: Service, 403 Raj Heritage Tower Laxman Mhatre Road Opp Mary Immaculate Girls High School Borivali West Mandapeswar Mumbai Maharastra 400103, PAN No.: , as Power Of Attorney Holder for Premila Ashlyn Braganza			
Elvis Francis Braganza , Father Name:Jovito Braganza, Age: 66, Marital Status: ,Gender:Male,Occupation: Service, 403 Raj Heritage Tower Laxman Mhatre Road Opp Mary Immaculate Girls High School Borivali West Mandapeswar Mumbai Maharastra 400103, PAN No.: , as Power Of Attorney Holder for Ashlyn Bosco Braganza			

Party Name and Address	Photo	Thumb	Signature
Theodore Anthony Braganza , Father Name: Bruno Braganza, Age: 75, Marital Status: , Gender: Male, Occupation: Service, Shantabai Gokhale Niwas 53 Gokhale Road North Dadar West Mumbai 400028, PAN No.: , as Power Of Attorney Holder for Judith Philomena Braganza			
Theodore Anthony Braganza , Father Name: Bruno Braganza, Age: 75, Marital Status: , Gender: Male, Occupation: Service, Shantabai Gokhale Niwas 53 Gokhale Road North Dadar West Mumbai 400028, PAN No.: , as Power Of Attorney Holder for Yvonne Rose Andrea Braganza			
Theodore Anthony Braganza , Father Name: Bruno Braganza, Age: 75, Marital Status: , Gender: Male, Occupation: Service, Shantabai Gokhale Niwas 53 Gokhale Road North Dadar West Mumbai 400028, PAN No.: , as Power Of Attorney Holder for Melville Gerald Anthony Braganza			

ness:
e individually/Collectively recognize the Purchaser, Confirming Party, POA Holder, Vendor,

Party Name and Address	Photo	Thumb	Signature
Name: Nandan Kamat Helekar, Age: 48, DOB: 1975-08-30 , Email: , Occupation: Advocate , Marital status : Married , Address: 403002, Villa No 2 Raj Complex Odlem Bhat Taleigao Goa, Villa No 2 Raj Complex Odlem Bhat Taleigao Goa, Taleigao, Tiswadi, North Goa, Goa			
Name: Rahul Arlekar, Age: 31, DOB: 1993-01-01 , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403507, 28-2, 28-2, Duler Mapusa Goa, Mapusa, Bardez, North Goa, Goa			

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