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AGREEMENT OF SALE

This Agreement of Sale is made at Mapusa, Goa on this 07^{th} day of April 2021

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BETWEEN

M/S P. D. KAMAT & SONS, a partnership firm having its office at Laxmi Bhuvan, second floor, Feira Baixa, Mapusa, Bardez, Goa having PAN no. represented by its partner MR. PANDURANG DATTARAM KAMAT, married, business, 78 years of age, son of late Dattaram Kamat, having Pan no. Indian national, residing at H. no. 471/1, Cottarbhat, Aldona, Bardez, Goa (hereinafter referred to as the "VENDORS" which expression shall unless repugnant to the context or meaning thereof shall include their successors, representatives, executors, administrators and assigns) of the one part

AND

P. D. KAMAT REALTY PRIVATE LIMITED, a private Limited Company incorporated under Companies Act 1956 having its Registered office at Laxmi Bhuvan, second floor, Feira Baixa, Mapusa, Bardez, Goa having PAN no:

represented herein by its Director MR. SHAMBHU PANDURANG KAMAT, married, business, 37 years of age, son of Pandurang Dattaram Kamat, having PAN no:

Indian national, residing at H. no. 471/1, Cottarbhat, Aldona, Bardez, Goa, who has been authorized to sign this Agreement for Sale on behalf of the said Company vide Resolution 1 dated 05/03/2021 passed in the meeting of Board of Directors of the said Company (hereinafter referred to as the "PURCHASERS" which expression unless repugnant to the context or meaning thereof shall include its successors and assigns) of the other part

WHEREAS the VENDORS are lawful owner of the property known as VAIGANVADDO' admeasuring 3200 square meters situated at Nachinola, Bardez, Goa surveyed under survey no. 7 sub-division no. 6 of Nachinola village more fully described in Schedule hereunder written having purchased the same by Sale Deed dated 05-06-2015 registered in the office of Sub-Registrar, Bardez under Document Registration no. BRZ-BK1-06307-2015 CD no. BRZD 768 on 05-06-2015 (hereinafter referred to as the said property).

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AND WHEREAS the PURCHASERS have approached the VENDORS and offered to purchase the said property known as 'VAIGANVADDO' admeasuring 3200 square metres situated at Nachinola, Bardez, Goa surveyed under survey no. 7 sub-division no. 6 of Nachinola village more fully described in Schedule hereunder written (hereinafter referred to as the said property) for the price of Rs. 1,03,70,000/- (Rupees One Crore Three Lakhs Seventy Thousand only) and the VENDORS have accepted the said offer of the PURCHASERS and have agreed to sell the said property to the PURCHASERS for the price of Rs. 1,03,70,000/- (Rupees One Crore Three Lakhs Seventy Thousand only) on the terms and conditions hereinafter appearing.

WHEREAS the aforesaid consideration corresponds to the market price of the said property.

NOW THIS AGREEMENT OF SALE WITNESSES AS UNDER:-

- 1. The VENDORS have agreed to sell to the PURCHASERS and the PURCHASERS have agreed to purchase from the VENDORS the said property known as 'VAIGANVADDO' admeasuring 3200 square metres situated at Nachinola, Bardez, Goa surveyed under survey no. 7 subdivision no. 6 of Nachinola village more fully described in Schedule hereunder written for the consideration of Rs. 1,03,70,000/- (Rupees One Crore Three Lakhs Seventy Thousand only).
- 2. Out of the agreed consideration of Rs.1,03,70,000/- (Rupees One Crore Three Lakhs Seventy Thousand only) the PURCHASERS have paid to the VENDORS a sum of Rs. 1,00,000/- (Rupees One Lakh only) at the time of execution of this Agreement of Sale by cheque bearing no. 000002 dated 06/04/2021 drawn on HDFC Bank Mapusa branch, receipt whereof the VENDORS hereby admits and acknowledges and of and from the same releases and discharges the PURCHASERS.
- 3. The PURCHASERS have agreed to pay the balance price of Rs.1,02,70,000/-(Rupees One Crore Two Lakhs Seventy Thousand only) at the time of execution of sale deed of the said property by the VENDORS in favour of the PURCHASERS or their nominees.
- 4. The VENDORS have represented to the PURCHASERS that the VENDORS have not entered into an agreement for sale of the said property with any other person, firm or company and have not created any third party rights on the said property and that the VENDORS have also not mortgaged the said property in favour of any bank or any financial institution or created any charge on the said property and that

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- the title of the said property is clear and marketable and that the said property is free from encumbrances.
- 5. The VENDORS have agreed to execute sale deed of the said property or such other document for transfer as may be required in favour of the PURCHASERS or its nominee as and when requested by the PURCHASERS.
- 6. The VENDORS have authorised the PURCHASERS to mortgage or to create charge on the said property for obtaining finance from any Bank or Financial Institution and the VENDORS have agreed to sign and execute, if and when required, any documents for creating such mortgage or charge, either on the whole of the said property or part of the said property or proportionate right in the said property, without however creating any personal liability for the VENDORS exceeding the said property. Any such mortgage or charge shall be free from any claim or charge from the VENDORS.
 - 7. Both parties shall be entitled to enforce specific performance of this Agreement of Sale in case either party commits breach of the terms and conditions of this agreement of sale.

IN WITNESS WHEREOF the VENDORS and the PURCHASERS have signed this Agreement of Sale at Mapusa, Goa on the day, month and year first above written in presence of two attesting witnesses

SIGNED, SEALED AND DELIVERED BY THE VENDORS

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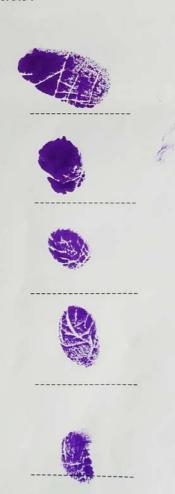
M/s. P. D. Kamat & Sons (Represented by its partner Mr. Pandurang Dattaram Kamat)



L.H.T.P.

R.H.T.P.







SIGNED, SEALED AND DELIVERED BY THE PURCHASERS.







P. D. KAMAT REALTY PRIVATE LIMITED (Represented by its partner Mr. Shambhu Pandurang Kamat)

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