For CITEZENCREDIT THE

Rupees Twenty Laths only) ALTO, PORVORIM BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

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Rs.200000/- PB7147

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Name of Purchaser EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED



AGREEMENT FOR SALE

CO-OP. BANK LTD.

Co-OP. BANK LTD.

Co-OP. BANK LTD.

Authorized Standory

SURVEY NO. 125/2, PLOT NO. 158

MEAR TEEN BUILDING

ALTO, PORVORIM

BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

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Rs. 2000000/- PB7147
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Mana of Purchasor EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED



AGREEMENT FOR SALE

This <u>AGREEMENT</u> is executed here at Panaji, Goa, on this 29<sup>TH</sup> day of <u>DECEMBER</u> month of the year, 2016,

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Kupees Twenty laths only) SURVEY NO. 125/2, PLOT NO. 158 **NEAR TEEM BUILDING** ALTO, PORVORIM BARDEZ - GOA - 403521

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Rs. 2000000/- PB7147

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STAMP DUTY

Name & Purchasor EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED



AGREEMENT FOR SALE

CO-OP. BANK LTD.

Authorised Signatory

(Lepes Twenty laths only) CITIZEN CREDIT CO-OP BANK LTD 21177 **SURVEY NO. 125/2, PLOT NO. 158 NEAR TEEN BUILDING** ALTO, PORVORIM

D-5/STP(V)/C.R./35/34/2011-RD

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Rs.200000/- PB7147

INDIA STAMP DUTY GOA

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AGREEMENT FOR SALE

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Seven lekhis only CITIZEN CREDIT CO-OP BANK LTD STEET 17869 SURVEY NO. 125/2, PLOT NO. 158 **NEAR TEEN BUILDING** ALTO, PORVORIM BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

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PROJECTS & DEVELOPMENT PRIVATE LIMITED News of Parchasar EXPAT



AGREEMENT FOR SALE

#### BETWEEN

NAIKNAVARE CONSTRUCTIONS PRIVATE LIMITED (CIN: U45202PN2007PTC130271) (PAN: AACCN5572F), a company incorporated under the Companies Act, having its Registered Office at 1204/4, Ghole Road, Shivajinagar, Pune-411004 and represented by its duly authorized (BoD Resolution dated 23.12.2016) Director, Mr. Ranjit Dattaji Naiknavare, son of Mr. Dattaji Naiknavare, aged about 54 years, married, businessman, Indian National, resident of 1204/4, Ghole Road, Shivajinagar, Pune-411 004, (DIN:00151409), ...hereinafter referred to as the "OWNER", (which term shall unless repugnant to the subject or the context, mean and include its successors and assigns) of the ONE PART,

### AND

EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED (CIN: U45202KA2007PTC043869), (PAN: AAB C E 8596 R), a private limited company incorporated under the Indian Companies Act, 1956, and having its registered office at 2nd Floor, Sobha Pearl, No.1, Commissariat Road, Bangalore 560025, represented by its duly authorized (BoD Resolution dated 21/12//2016) Senior Vice President, Mr. Diwakar M. Ramamurthy, son of late M. C. Ramamurthy, aged about 51 years, (DIN:01675558), married, Indian National, resident of E-204, Kausal Baug Cross, Pune,

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hereinafter called as the "PURCHASER", (which term shall unless repugnant to the subject or the context, mean and include its successors and assigns), ...of the OTHER PART,

### WHEREAS,

a.

- In terms of Deed of Sale dated 02/05/2008, executed between M/s. Enterprise Value Enhancement (India) Private Limited as Vendor therein and M/s. Naiknavare Constructions Pvt. Ltd., as Vendee therein and said Vendor sold and transferred the said property in favour of the Vendee therein, said eastern half of the entire property admeasuring 1,63,324.00 square meters of the property bearing Survey No.13/1, 14/1 and 15/1 in favour of the Purchaser therein;
- b. Said Deed of Sale dated 02/05/2008, stands registered in the Office of the Sub-Registrar of Ilhas at Panaji, Goa, under Registration No.1434 at pages 88 to 125 at Book No.I, Volume No.1956 on 06/05/2008.
- C. By virtue of said Deed of Sale dated 02/05/2008, said M/s. Naiknavare Constructions Pvt. Ltd., became the exclusive and absolute owner of the said property eastern half of the entire property admeasuring 1,63,324.00 square meters of the property bearing Survey No.13/1, 14/1 and 15/1.

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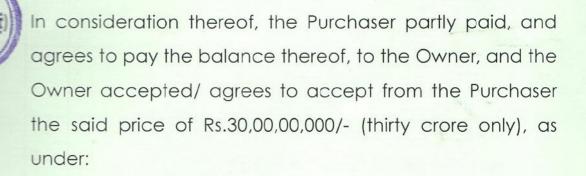
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- d. Name of said M/s. Naiknavare Constructions Pvt. Ltd., stands recorded in the Form I & XIV in respect of the said property bearing Survey No.13/1-C admeasuring 1,13,468.00 square meters as Occupant thereof.
- The Owner abovenamed desire to sell all that portion admeasuring (i) 44,415.00 sq.mt. (which includes an area under ODP Road abutting S4 Zone admeasuring 2,475.00 sq.mt.), and (ii) 5,713.00 sq.mt. under A2, thus aggregating to 50,128.00 sq.mt. lying on west out of Survey No.13/1C situated at Panelim, Taluka Tiswadi, District North Goa, State of Goa, more particularly described in the SCHEDULE written herein and delineated in the map annexed hereto (hereinafter collectively referred to as the "LAND"), is absolutely owned by and in possession of the Owner herein,
- hereto, the Owner by this instrument agreed to sell, assign, convey and otherwise agreed to absolutely transfer the said Land, unto and in favour of the Purchaser herein, for and at the lump sum price payable by the Purchaser to the Owner, as hereinafter mentioned, on the following terms and conditions,

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### NOW, THIS AGREEMENT TO SELL WITNESSETH:

1. The Owner hereby agrees to sell, assign, transfer and otherwise convey the said Land (described in the SCHEDULE written herein and delineated in the map annexed hereto), to and in favour of the Purchaser, and the Purchaser accordingly, agrees to acquire and purchase the said Land from the Owner for and at the lump sum, all inclusive price of Rs.30,00,00,000/- (thirty crore only), in full accord and satisfaction, subject to the terms herein.



Sr.	Amount (Rs)	Particulars	
1	Rs.	Paid by the Purchaser by duly	
	4,95,00,000/-	drawn crossed cheque/	
		RTGS/ NEFT No.137910,	
		through Axis Bank , Bangalore	
		(KT) Bengaluru 560001, to, in	
		favour of and in the name of	
		Owner, receipt of the amount	

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			whereof, is hereby
			acknowledged by the Owner.
		2 Rs.5,00,000/-	1% TDS u/s 194-IA of the
		E Kuren or ele	Income Tax Act, 1961
	3	K	s. Payable by the Purchaser to
		4,95,00,000,	/- the Owner, for which the
			Purchaser issued duly drawn
			crossed post dated cheque
			No. 137912, dated 15.02.2017,
			on Axis Bank , Bangalore (KT)
			Bengaluru 560001, receipt
			whereof, subject to its
			realization is hereby
20165	1		acknowledged by the Owner.
	4	Rs.5,00,000/-	1% TDS u/s 194-IA of the
	-		Income Tax Act, 1961
	5	Rs.20,00,00,000/	Balance amount payable by
			the Purchaser to the Owner
			on or before 31.12.2017, as
			hereinafter mentioned
	R	?s.30, 00,00,000/-	Total (thirty crore only) price



- The Purchaser shall together with the Owner open and maintain an 'escrow account' in any nationalized and/or schedule bank as may be mutually decided by them.
- (c) The sale price of the land and/or the units in the building/s as may be constructed by the Purchaser on the said Land

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shall be deposited only in such designated 'escrow account'. The sale price however, shall not include stamp duty, registration fees, any statutory taxes or levies, contribution for electricity provision, maintenance deposit or contribution collected from the buyers of such land/building/units.

(d) Out of the sale amount deposited in the said designated 'escrow account' an amount equivalent to 25% shall be directly transferred to and in favour of the Owner. Appropriate authorization shall be issued by the concerned bank where such an 'escrow account' shall be maintained for such direct payment.

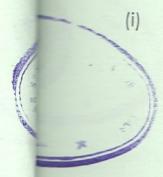
The Purchaser shall not execute any agreement to sell in favour of unit buyers, unless it is executed by the Owner and/or its duly authorized representative, which otherwise shall not be binding upon the Owner.

- of this agreement and shall be irrevocable. It shall continue till said balance purchase price stands paid to the Owner.
- (g) Notwithstanding anything contained above, the Purchaser agrees to make payment of the entire agreed price by the end of 2017 (subject to extension of not more

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than 12(Twelve) months therein if so sought by the Purchaser).

(h) In the event of failure on the part of the Purchaser to pay the entire agreed price of the said Land to the Owner, the Owner shall be entitled to all remedies available to it in law, including termination of this agreement, without prejudice to the rights of the Owner to claim interest on the outstanding amount @ 18 % per annum for any delay after 31.12.2017.



The Owner has permitted the Purchaser to enter upon the said Land for the purposes of its development, construction of building/s and other ancillary matters pertaining thereto, entirely at its own risk as to cost and consequences, only as licensee.

- on receipt of the balance purchase price, the Owner shall handover, deliver and grant de jure possession of the said Land unto the Purchaser in part performance of this agreement by executing Deed of Sale.
- (k) The Owner shall confirm the said possession on absolute ownership on execution and registration of the conveyance of sale stipulated herein.
- 3. The Owner declared and assured the Purchaser, and the Owner also covenants that:

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- (a) the Owner alone is entitled to the said Land and to dispose the same of by this indenture to and in favour of the Purchaser, and except the Owner, no other person has any rights, title, interest or claims relating thereto, or any part thereof,
- (b) the Purchaser shall be entitled to the common access through 12.00 meter wide road running east to west, located somewhat in the middle portion of the east of the larger land lying in Zone S1 of Survey No. 13/1C at Panelim, Taluka Tiswadi, District Goa, as shown in map annexed hereto.

the said Land is free from any other encumbrances and is marketable,

- (d) the Owner has not done any act or omission resulting into or have neither mortgaged nor gifted nor sold nor leased nor parted possession with nor created any third party interest in or relating to or over the said Land or any part thereof, nor agreed expressly or impliedly to do so,
- (e) the said Land is neither requisitioned nor acquired nor reserved, for any other purposes, nor the notices thereof, have been received by the Owner, nor the same have been notified for the same, under any of the statute,

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- (f) there is no impediment or obstruction of any nature either by acts of the Owner or under any statute, rules, regulations or orders of any courts for the Owner to execute this indenture,
- (g) all outgoings levied on the said Land after the execution of this agreement, under any statute/ enactment/ rules/ regulations/ any contract, have been agreed to be borne and paid by the Purchaser.
  - Notwithstanding anything contained anywhere in this agreement, in the event of breach of any of the terms and conditions of this agreement by any of the parties, the aggrieved party shall be entitled to specific performance from the other, without prejudice to any other remedy available to such aggrieved party in law, including right to terminate this Agreement.

5.

(a) On receipt of the entire balance payment as herein before mentioned, the Owner shall execute and register conveyance in the nature of sale and/or any such other conveyance/ indenture/ deed, absolutely transferring and conveying the said Land and all its rights, title, interest, benefits and claims relating thereto, in favour of the Purchaser.

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- (b) All expenses of this agreement, including the stamp duty, registration fees and incidentals thereto, have been borne by the Purchaser, and the Purchaser agrees to bear all such expenses required for execution of the conveyance agreed to herein.
- (c) Stamp duty particulars: The said land is valued and purchased for Rs.30,00,00,000/- (Rupees Thirty Crore Only) and accordingly this Agreement is embossed on Stamp Paper valuing Rs.87,00,000/- (Rupees Eighty Seven Lakhs Only) being 2.9% on the total sale consideration, which is borne and paid by the PURCHASER.
  - 6. The possession of the said LAND is not handed over by the OWNER to the PURCHASER and shall be handed over on the execution of Deed of Sale.
  - 7. The Owner as well as the Purchaser do not belong to Scheduled Caste/Scheduled Tribes as per notification no. RD/LAND/LRC/318/77, dated 21/08/1978.

## **SCHEDULE**

(Description of the said "LAND")

All that portion admeasuring (i) 44,415.00 sq.mt. (which includes an area under ODP Road abutting S4 Zone admeasuring 2,475.00 sq.mt.), and (ii) 5,713.00 sq.mt. under A2, thus aggregating to 50,128.00 sq.mt. lying on west out of Survey No.13/1C known as "ANEXIO DO

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OITEIRO" or "GAUCHM XIR E FUXAL GALE", situated at Panelim, Sao Pedro, within the limits of Village Panchayat of Sao Pedro, Taluka Tiswadi, Registration Sub-District of Ilhas, District of North Goa, in the State of Goa, which property is described in the Office of Land Registrar of Ilhas under No.10335 at folio 105 of Book B-27 (new) and enrolled in the Taluka Revenue Office under Matriz No.169, and which is bounded by as follows:

East: 15.00 meter wide D.P. Road

West : Survey Nos.12/1;13/1-A;13/1-B;

14/1-A and 15/1-A

North : Survey No. 13/1-B and 12/1&

South : Village Panelim boundary

In witness whereof, the parties hereto have signed and executed this agreement, on the date and at the place herein before first mentioned.

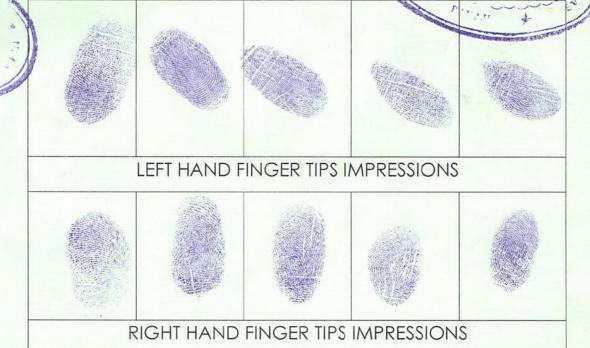
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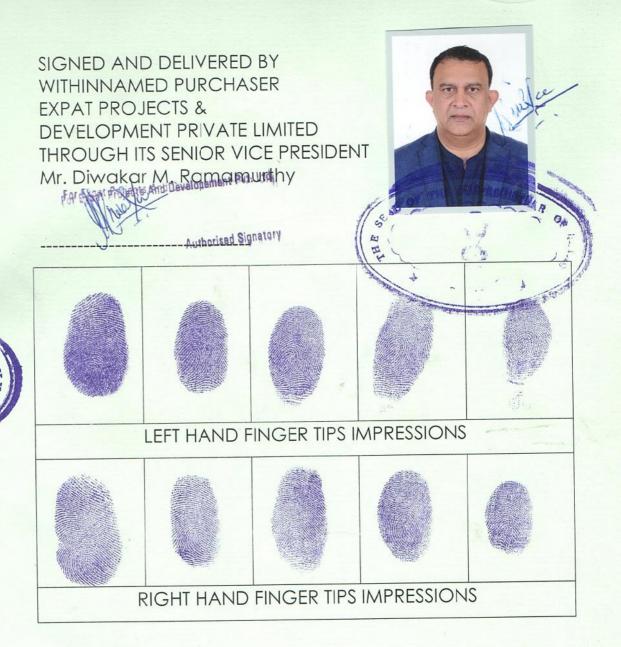
SIGNED AND DELIVERED BY
WITHINNAMED OWNER
NAIKNAVARE CONSTRUCTIONS
PRIVATE LIMITED
THROUGH ITS DIRECTOR,
Mr. RANJIT DATTAJI NAIKNAVARE

For Naiknavare Constructions Pv2. Ltd.

Authorised Signatory



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IN THE PRESENCE OF:



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# Office of Sub-Registrar Ilhas/Tiswadi

## Government of Goa

Print Date & Time: 30-12-2016 12:17:33 PM

Document Serial Number: 3060

Presented at 11:35:00 AM on 30-12-2016 in the office of the Sub-Registrar (Ilhas/Tiswadi) Along with fees paid

Sr. No	Description	
1		Rs. Ps
	Registration Fee	500.00
2	Processing Fees	
		380.00
	Total:	880.00

Stamp Duty Required:

8700000.00

Stamp Duty Paid: 8700000.00

wakar M Ramamurthy presenter

Diwakar M Ramamurthy, S/o Late	Photo	Thumb Impression	Signature
M.C. Ramamurthy, Married, Indian, age 51 Years, Business, r/oE-204, Kausal Baug Cross, Pune Senior Vice President of EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED a mpany having office at 2nd floor, Sobha Pearl No 1 Commissariat ad, Bangalore, 560025 vide Board resolution dated 21/12/2016, mpany PAN CARD NO AABCE8596R		The second secon	THE OFFICE OF THE OFFICE OFFIC

## **Endorsements**

### Eecutant

Ranjit Dattaji Naiknavare, S/o Dattaji Naiknavare, Married, Indian, age 54 Years, Business, r/o1204/4, Ghole , Shivaji Nagar, Pune 411004 Director of NAIKNAVARE CONSTRUCTIONS PRIVATE LIMITED having office at 4/4, Ghole road, Shivaji Nagar, Pune 411004 vide Board Resolution dated 23/12/2016 Company PAN CARD

Photo	Thumb Impression	Signature
		Signature
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		E Service
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2. Diwakar M Ramamurthy, S/o Late M.C. Ramamurthy, Married, Indian, age 51 Years, Business, r/oE-204, Kausal Baug Cross, Pune Senior Vice President of EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED a company office at 2nd floor, Sobha Pearl No 1 Commissariat Road, Bangalore, 560025 vide Board resolution dated 21/12/2016, Company PAN CARD NO AABCE8596R

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### dentification

Sr No.	Witness Details	
1 Aalisha Medhekar	D/o Nimmalia	Signature
Years, Advocate, r/	o H. No 48/7 Panaji Goa	
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Rs 500000 PAID vide SBI on 28/12/2016.

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ned and Developed by C-DAC, ACTS, Pune

Sub-Registrar

SUB-REGISTRAR

ILHAS

Twenty Lathroonly) Book-1 Document
Registration Number PNJ-BK1-02972-2016
CD Number PNJD54 on
Date 30-12-2016 Sub-Registrar (Ilhas/Tiswadi ) scanned By:- K-chodankan EUB-REGISTRAR ILHAS Signature:gned and Developed by C-DAC, ACTS, Pune