



Original Copy

Plot B

FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR, TALUKA ILHAS/TISWADI
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 18/Aug/2015 12:05 PM

Date of Receipt: 18/Aug/2015

Receipt No: 1260

Serial No. of the Document: 2240

Nature of Document: Agreement to sale without possession

Received the following amounts from Sri Suraj Jose for Registration of above Document in Book-1 for the year 2015

	Rs.Ps
Registration Fee	550.00
Processing Fees	360.00
Total :	910.00

Amount in words: Rupees Nine Hundred Ten Only.

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION-OPTIONAL

Please handover the Registered Document to the person named below:

Name of the Person Authorized: Adv. M. P. Karkera

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to _____

_____ on / /

Signature of the person receiving the Document

Signature of the Sub-Registrar

Designed and Developed by C- DAC ,ACTS Pune.

For CITIZEN CREDIT
CO-OP BANK LTD.

Authorised Signatory

(Rupees twenty lakh only)

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE DUREM
PANAJI, GOA 403 001

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)



भारत 23823
110290

NON JUDICIAL गीवा
AUG 17 2015

17:51

Rs. 2000000/- PB6818

INDIA STAMP DUTY

GOA

Name of Purchaser EXPAT PROJECTS & DEVELOPMENT PVT LTD

For CITIZEN CREDIT
CO-OP BANK LTD.

Authorised Signatory

(Rupees Nineteen Lakh Seventy three thousand only)

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE DUREM
PANAJI, GOA 403 001

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)



भारत 23824
170294

NON JUDICIAL गीवा
AUG 17 2015

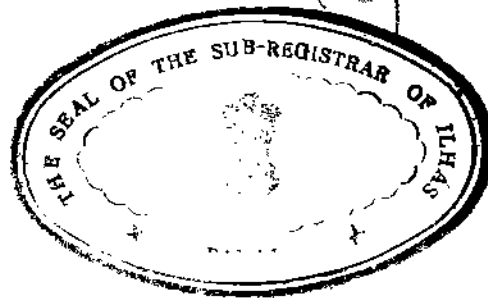
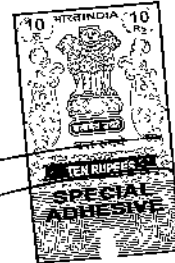
17:51

Rs. 1973000/- PB6818

INDIA STAMP DUTY

GOA

Name of Purchaser EXPAT PROJECTS & DEVELOPMENT PVT LTD



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as "Agreement")
executed at Panaji, Goa on this 18th day of August in the Christian Year Two
Thousand and Fifteen;

INCORN DEVELOPERS

Proprietor

For Expat Projects & Development Pvt. Ltd.

Authorised Signatory

For PRITHVI CONSULTANTS PVT. LTD.

DIRECTOR

BETWEEN

PRITHVI CONSULTANTS PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 407, Shiv Towers, Patto Plaza, Panjim, Goa, and PAN No. AABCP1395F, represented herein through its Director, Mr. Galla Gundaiah, s/o Subbaiah, Age: 67 years, Occupation: Business, Address: Plot No. 49, Khadpabandh, Ponda, Goa., holding Pan Card No. ACDPG7673E, hereinafter referred to as the "**Vendor**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and permitted assigns) of the **FIRST PART**;

AND

EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, and having its registered office at 2nd Floor, Shobha Pearl, No. 1, Commissariat Road, Bangalore 560025 and PAN No. AABCE8596R, represented by its authorized representative Mr. Suraj Jose, s/o Emmanuel Jose, age 27 years, unmarried, Service having PAN No. ATOPJ6951G, R/o 3rd Floor, Bldg. No. 10, 3rd Cross, 7 Main, Chikkadugodi, Bangalore hereinafter referred to as the "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and permitted assigns) of the **SECOND PART**;

AND

UNICORN DEVELOPERS through its sole proprietor Mr. Prakash Kittur, S/o Venkataraddi, having PAN No. AAZPV6075B, and R/o A6, Diya Enclave, Law College Road, Miramar, Panjim, Goa and, hereinafter referred to as "**Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

The said Purchaser No. 1 and Purchaser No. 2 are collectively hereinafter referred to as "**Purchasers**".

All Parties are Indian Nationals.

In this Agreement, the Vendor and the Purchaser are collectively hereinafter referred to as the "**Parties**", and individually as a "**Party**".

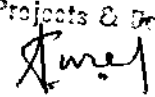
WHEREAS:

- A. Bernardo Jose da Costa, from Neura Village was the original owner of the property named "**Predio Oiteral Bonobo**" admeasuring 7,30,107 square meters situated at Moula Village Bainguinim, described in the Land Registration Office Ilhas, Goa under no. 17021 at folio 53 of Book B.45 (new) and registered in Revenue office, Taluka Ilhas under Nos. 159 and 165, bounded on the East by a road which from the gate of Moula Fort goes to the Arch of Santo Agostinho, on the West and North by sloping which goes to the church of Nossa Senhora de Santana and on the South by Fort Wall and represented in Cadastral plan of Land Survey Department under No. 41, situated at Village Bainguinim, Taluka Ilhas, Goa and in the area of Gram

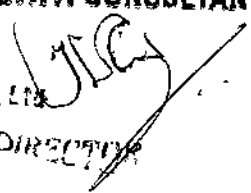
UNICORN DEVELOPERS


Proprietor

For Expat Projects & Development Pvt. Ltd.


Authorized Signatory

For PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

Panchayat of Se, in the District of Goa, Sub District Ilhas (hereinafter referred to as the "said property").

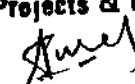
- B. On the demise of the said Bernardo Jose Da Costa, an orphanological inventory was instituted and his two daughters Maria Ilda Amanda Botelho De Costa and Jovina Da Costa being the legal heirs of their late father were allotted became the co-owners of the said property named "Predio Oiteral Bonobo".
- C. By and under Deed of Sale dated 2nd January 1936, the said Jovina Da Costa sold her half share in the said property named "Predio Oiteral Bonobo" to (1) Vencetexa Visvonata Camotim, (2) Ananda Visvonata Camotim and (3) Vassudeva Visvonata Camotim, in equal shares. The said Deed of Sale dated 2nd January 1936 is recorded in Book No. 306 at Folio 94 by the Notary Dr. Socrates da Costa of Panaji and thereafter the purchase was also registered with the Land Registration Office, Ilhas, Goa, under Serial No. 10037 in the Book G.19 at page 69, on 17th November 1936.
- D. By and under Deed of Sale dated 2nd January 1936, the said Jovina Da Costa sold her half share in the said property named "Predio Oiteral Bonobo" to (1) Vencetexa Visvonata Camotim, (2) Ananda Visvonata Camotim and (3) Vassudeva Visvonata Camotim, in equal shares. The said Deed of Sale dated 2nd January 1936 is recorded in Book No. 306 at Folio 94 by the Notary Dr. Socrates da Costa of Panaji and thereafter the purchase was also registered with the Land Registration Office, Ilhas, Goa, under Serial No. 10037 in the Book G.19 at page 69, on 17th November 1936.
- E. Vide Inventory Proceedings instituted in the Court of Comarca Ilhas Goa on demise of the said Bernardo Jose Da Costa, the said Maria Ilda Amanda Botelho De Costa was allotted half portion of the said property named "Predio Oiteral Bonobo" (i.e. an area approx. admeasuring 3,65,055 square meters) and the same was registered in favour of the said Maria Ilda Amanda Botelho De Costa in Land Registration Office - Ilhas under Serial No. 24420 on Book G.38 at Folio 31.
- F. Thereafter, the Vendor herein has represented to the Purchaser as under:

- (i) By and under Deed of Partition dated 2nd July 1974 executed and registered in the office of the Sub Registrar at Ilhas, Panaji under Serial No. 499/74 presented on 8th July 1974 and Registered No. 482 at pages 50 to 65 of Book No.I, Vol. 86, registered on dated 23rd August 1974, the said property named "Predio Oiteral Bonobo" was divided and demarcated in to three plots and an area admeasuring 3,65,055 square meters was allotted to the said Maria Ilda Amanda Botelho De Costa and her husband Carmo Gregorio De Souza.

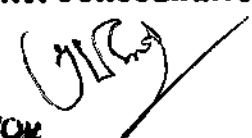
UNICORN DEVELOPERS


Proprietor

For Expat Projects & Development Pvt. Ltd


Authorized Signatory

For PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

- (ii) By and under Agreement of Sale dated 22nd March 1974, the said Maria Ilda Amanda Botelho De Costa and her husband Carmo Gregorio De Souza agreed to sell their portion of the said property admeasuring approx. 3,65,000 square meters (hereinafter referred to as "**Larger Property**" described in detail at **FIRST SCHEDULE** hereunder written) to (1) Francisco Xavier De Souza E Britto and (2) Jose Filipe Pegado Braganza or to any other person or persons or firms nominated by them.
- (iii) The said Carmo Gregorio De Sousa and Maria Ilda De Sousa executed a Power of Attorney dated 14th September 1974 in favour of Francisco Xavier De Souza in respect of the said Larger Property admeasuring approx. 3,65,000 square meters.
- (iv) In pursuance of the aforesaid Agreement of Sale dated 22nd March 1974, the said Francisco Xavier De Souza E Britto and Jose Filipe Pegado Braganza held the aforesaid portion of the said Larger Property admeasuring approx. 3,65,000 square meters as stock in trade in a partnership firm and affected sale of further smaller portions of land thereof.



The said Maria Ilda Amanda Botelho De Costa and her husband Carmo Gregorio De Souza in terms of the aforesaid Agreement of Sale dated 22nd March 1974 transferred smaller portions of land parcels totally admeasuring 1,49,175 sq. mts. out of their portion of the said Larger Property admeasuring 3,65,000 square meters, in favour of different persons nominated by Francisco Xavier De Souza E Brito and Jose Filipe Pegado Braganza from time to time and received part payments in respect thereof.

- (vi) The said partnership firm holding the portion of the said Larger Property admeasuring approx. 3,65,000 square meters as stock in trade pursuant to terms of the aforesaid Agreement of Sale dated 22nd March 1974 was dissolved and the remaining balance portion of the unsold land admeasuring 2,15,825 square meters was purchased by its partners (1) Francisco Xavier De Souza E Brito and (2) Jose Filipe Pegado Braganza in equal shares in lieu of settlement of their accounts in the dissolved firm. The said purchase of the unsold land admeasuring 2,15,825 square meters was completed vide Deed of Sale dated 20th November 1980 executed by the said Maria Ilda Amanda Botelho De Costa and her husband Carmo Gregorio De Souza in favour of the said (1) Francisco Xavier De Souza E Brito and (2) Jose Filipe Pegado Braganza. The said Deed of Sale dated 20th November 1980 is registered in the office of the Sub Registrar under Serial No. 682/80 and Registered No. 329 at pages 55 to 62 of Book No.1 Vol. No. 163 dated 17th August 1981.

UNICORN DEVELOPERS

Proprietor

For Expat Projects & Development Pvt. Ltd

Authorised Signatory

For PRITHVI CONSULTANTS PVT. LTD.

DIRECTOR

(vii) By and under the Agreement of Sale dated 1st October 1986, the said Francisco Xavier De Sousa E Brito, Melba Lima Brito, Jose Filipe Pegado Braganza and Wilma Jaques Braganza agreed to sell a portion admeasuring 37,500 square meters out of the said Larger Property and delineated on the plan thereof hereto annexed as **Annexure "A"** being thereon shown surrounded by red coloured boundary line and more particularly described in **SECOND SCHEDULE** hereunder written (hereinafter referred to as "**Plot**"), in favour of the said Prithvi.

(viii) On demise of the said Francisco Xavier De Souza E Brito, Inventory Proceedings No. 63 of 1989 were initiated in the Court of the Civil Judge Senior Division held at Mapusa and the same were concluded on 14th September 1989 wherein the entitlement and share of the said Francisco Xavier De Souza E Brito in the portion of the said Larger Property was allotted absolutely to his wife Mrs. Melba Especiosa Josefa de Santa F. M. Pegado Lima Britto alias Melba Lima Britto. In the said Inventory Proceedings No. 63 of 1989, the said Larger Property has been mentioned at Item No. 8 and discloses the fact that the half right with respect of the said Larger Property is allotted to the said Melba Lima Britto widow of the said Francisco Xavier De Souza E Brito. Consequently the balance half rights in the said Larger Property is that of Jose Filipe Pegado Braganza.



Under the Goan Law relating to the Communion of Assets which is prevalent in Goa, Mrs. Wilma Jaques Braganza, wife of Mr. Jose Filipe Pegado Braganza acquired the half rights to the Jose Filipe Pegado Braganza's undivided 1/2 share in the said Larger Property.

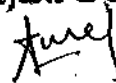
(x) In pursuance of the aforesaid Agreement of Sale dated 1st October 1986, the said Deed of Sale dated 20th October 1994, entered into and executed by the said (1) Melba Lima Britto AND (2.) Jose Filipe Pegado Braganza and his wife Wilma Jaques Braganza, therein referred to as the Sellers, in favour of the said Prithvi Consultants Private Limited ("**Prithvi**"), therein referred to as the Purchaser, represented by its Managing Director, Mr. Galla Gundaiah. The said Plot was transferred to Prithvi without any further consideration. The said Deed of Sale dated 20th October 1994 is registered with the Office of the Sub Registrar Assurances at Ilhas, Panji under serial no. 666 at pages 143 to 173 of Book I, Volume 584 dated 19th April 1996.

(xi) Thus, the said Prithvi, herein being the Vendor, by the virtue of the said Sale Deed dated 20th October 1994 is the present owner of the said Plot

G. The Vendor in and around year 2008 appointed the said Confirming Party to carry out certain developments and construction on the said Plot. The Confirming Party failed to commence development of the said Plot and
UNICORN DEVELOPERS


Proprietor

For Exact Projects & Development Pvt. Ltd


Authorized Signatory

For PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

certain dispute ensued between the Vendor and the Confirming Party in terms of construction timelines and payments to be made therein.

- H. The Parties hereto have settled the dispute with the Confirming Party and the Confirming Party hereby agrees, admits, acknowledges that it has no right whatsoever to the said Plot and has abandoned, relinquished and released all its rights (if any) in the said Plot. Hence to confirm these presents, the Confirming Party has intervened and confirms this indenture as a confirming party, thereby declaring its no objection whatsoever to this Agreement.
- I. In terms of the settlement of the aforesaid dispute, the Purchaser has approached the Vendor to purchase the Plot bearing Survey No. 20/1-L admeasuring 37,500 square meters situated at Kadamba Plateau, Village Old Goa, Tiswadi Taluka, Registration Sub-District of Ilhas, District North Goa.
- J. Pursuant to the aforesaid Deed of Sale dated 20th October 1994, the Vendor states that the said Plot has a clear and marketable title and the Vendor is the absolute and exclusive owner of the same and are in exclusive possession and/or are otherwise well and sufficiently entitled to the said Plot.



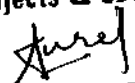
The Vendor hereby further represent to the Purchaser that:

- (i) The title of the Vendor to the said Plot described in Second Schedule hereto is clear, valid, legal, marketable and subsisting.
- (ii) There is no litigation of any nature pending in any court or tribunal in respect of the said Plot or any part thereof.
- (iii) There exists an access road to the said Plot and the said Purchaser or their nominees not any time be obstructed from improving the road and from the passage through that onwards to the said Plot.
- (iv) The Vendor has agreed that it is their sole responsibility to apply for and obtain all the certificates as may be required as per this Agreement including their respective income tax clearance certificates as required under section 230 A of the income tax act and that they shall make all the payments if any to be made towards their taxes or give necessary guarantees etc. to the Income tax department from time to time as may be required under the provisions of law or as may be ordered by the income tax department.
- (v) The said Plot is free from all kinds of encumbrances including mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons (to title or possession), claim, security interest, encumbrance, title defect,

UNICORN DEVELOPERS


Proprietor

For Export Projects & Development Pvt. Ltd.


Authorised Signatory

FOR PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, loan, sale, dispute, litigation, any land acquisition notice, any land acquisition proceeding, any land acquisition award, restriction or limitation of any nature, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any adverse claim as to title, possession or use ("**Encumbrances**").

(vi) The Vendor has agreed to sell to the Purchaser absolutely free from all Encumbrances the property described in Second Schedule hereto.

(vii) The Vendor is entitled and qualified to dispose, sell, convey, transfer and assign all his right, title and beneficial interest in the said Plot in favour of the Purchaser.

L. The Vendor has agreed to sell, transfer and assign to the Purchaser and the Purchaser has, believing to be true various representations hereinabove mentioned, agreed to purchase and acquire from the Vendor their entire right, title and interest free from all claims, liens, mortgages, charges and encumbrances, the said Plot, for a total consideration of **INR 13,70,00,000/- (Indian Rupees Thirteen Crores Seventy Lakhs Only)** and that a vacant plot admeasuring 1200 square meters i.e. Four Plots of 300 Sqm. each out of the said Plot shall be held by the Vendor for their use and the same shall be excluded from this sale under the Deed of Sale, subject to the terms and conditions mutually agreed by the Parties.

M. The Purchaser has entered into this Agreement for the consideration which the Vendor has agreed to sell all its rights, title and interest in the said Plot to the Purchaser upon the terms and conditions recorded hereinafter;

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The recitals, schedules and annexures to this Agreement form an integral part of this Agreement, and accordingly in the interpretation hereof, this Agreement shall be read and construed in its entirety.
2. The Vendor shall sell and the Purchaser shall purchase the all and singular the land parcel having land bearing Survey no. 20/1-L, admeasuring 37,500 square meters, of Village Bainguinim situated within the limits of Village Panchayat of Old Goa, Taluka Tiswadi, Registration Sub District of Ilhas, District North Goa in the State of Goa, being the said Plot and delineated on the plan thereof hereto annexed being thereon shown surrounded by red coloured boundary line and more particularly described in the Schedule

UNICORN DEVELOPERS

For Exnat Projects & Development Pvt. Ltd.

For PRITHVI CONSULTANTS PVT. LTD.

Proprietor

Authorized Signatory

DIRECTOR

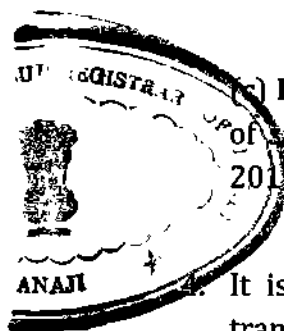
7

hereunder written with their appurtenances, free from all encumbrances, at or for the price of **Rs. 13,70,00,000 (Rupees Thirteen Crores Seventy Lakhs Only)** (hereinafter referred to as the said "Consideration").

3. The aforesaid amount i.e. Consideration of **Rs. 13,70,00,000 (Rupees Thirteen Crores Seventy Lakhs Only)** as the price of the said Plot shall be paid by the Purchaser to the Vendor subject to deduction of applicable TDS in the manner following that is to say:—

(a) **Rs. 99,00,000/- (Rupees Ninety Nine Lakhs Only)** (TDS @ 1% is deducted from Rs. 1,00,00,000/-) vide Demand Draft No. 241384 drawn on Axis Bank Branch Bangalore dated 12th August 2015 as earnest money shall be paid on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge);

(b) **Rs.4,00,00,000 (Rupees Four Crores Only)** as balance earnest money shall be paid against the execution and lodging registration of Deed of Sale in favour of the Purchaser which shall be on or before 15th December 2015;



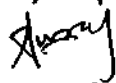
(c) **Rs. 8,70,00,000 (Rupees Eight Crores Seventy Lakhs Only)** the balance of sale Consideration shall be paid by post dated cheque dated 15th March 2016.

4. It is agreed by and between the parties that the aforesaid last payment tranche of **Rs. 8,70,00,000 (Rupees Eight Crores Seventy Lakhs Only)** would be payable on or before 15th March 2016 and after the execution and registration of Deed of Sale in favour of the Purchaser. However, the Purchaser hereby agrees that a cheque dated 15th March 2016 for the payment of the aforesaid last payment tranche shall be handed over to the Vendor simultaneously upon execution of the said Deed of Sale. The completion of the sale for the said Plot shall be upon realization of the said Cheque dated 15th March 2016.
5. The said Consideration shall be subject to deduction of TDS or any other taxes that may be applicable to the purchase of the said Plot before the same is paid to the Vendor. The TDS certificates shall be issued to the Vendor once the same is received from the concerned authorities by the Purchaser.
6. The area of the said Plot is 37,500 sq. mts. according to the documents of title and/or Government Records which is subject to the actual measurement. It is agreed by and between the Vendor and Purchaser that in addition to the Consideration a vacant plot admeasuring 1200 sq. mts (i.e. Four Plots of 300 Sq.m. each for the Vendor's use) of vacant plot out of the said Plot which is demarcated and delineated in green colour hatched lines on the plan hereto annexed as **Annexure "B"** shall be allotted in favour of the Vendor or be excluded from the sale at the time of execution of the Deed of Sale.

UNICORN DEVELOPERS


Proprietor

For Expat Projects & Development Pvt. Ltd


Authorised Signatory

For PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

7. The sale will be completed within a period of 210 days from the date hereof time being the essence of contract, in the following manner:—

(a) The Purchaser shall make payment of balance Consideration amount to the Vendor as provided in Clause 3(b) and 3(c) above;

(b) The Vendor shall deliver to the Purchaser all title deeds, documents and papers exclusively relating to the said Plot in its possession;

(c) The Vendor shall execute and deliver to the Purchaser or their nominee or nominees such Conveyance/Sale document ("Deed of Sale") or documents or assurances as may be required for effectuating a proper transfer of the said Plot to the names of the Purchaser or their nominee or nominees and in the latter event the Purchaser shall join in the execution of such document or documents as confirming parties; and

(d) The Vendor shall execute a suitable and Specific Power of Attorney ("Post Sale Power of Attorney") in favour of the Purchaser and/or their nominees to deal with the said Plot as full owners thereof including appointing Architects, preparing and submitting building and other plans for development of the said Plot making representations to and appearing before various authorities to make, sign, deliver and carry on correspondence, applications, writings, undertakings, affidavits and to negotiate with the existing tenants etc.



8. The Vendor hereby further agrees that they will execute and register the Deed of Sale in respect of the said Plot together with a Post Sale Power of Attorney in favour of Purchaser on or before 15th December 2015 against receipt of aforesaid balance earnest money being **Rs. 4,00,00,000 (Rupees Four Crores Only)** subject to TDS deduction.

9. The Vendor shall satisfy the Purchaser that the titles of the said Plot is clear, valid, legal, marketable and subsisting and that the said Plot is without any Encumbrances and that there is no litigation of any nature whatsoever.

10. The Vendor shall make available to the Purchaser all the following documents/ certificates for scrutiny and verification before payment of balance amounts under this Agreement:

(a) Complete Original Title Deeds;

(b) Latest Nil Encumbrance Certificate issued by the concerned Sub-Registrar, stating that there are no encumbrance on the said Plot agreed to be sold.

UNICORN DEVELOPERS


Proprietor

For Export Projects & Development Pvt. Ltd

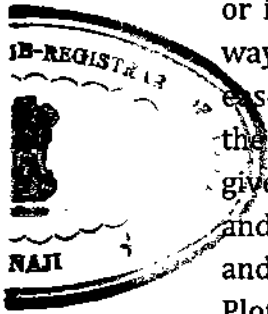

Authorized Signatory

For PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

- (c) Certificate issued by the concerned Taluka Revenue office to the effect that the land revenue payment is not in arrears and that there are no dues of any nature outstanding in respect of the said Plot agreed to be sold.
- (d) Cadastral Plan as per the old survey (i.e. the survey done during the Portuguese regime) and the respective certificates from the Directorate of Land Survey.
- (e) Index of Land in Form no I and XIV issued by the Mamlatdar record of rights and the respective plan of the property as per the new survey (i.e. the survey done in the present regime) and the last confirming orders of the survey by the enquiry officer.
- (f) Any other documents as may be required for the purpose of giving effect to this Agreement.

11. The Vendor shall make out a clear and marketable title to the said Plot and every part thereof free from all reasonable doubts, claims and encumbrances and shall subject to the other provisions hereof at their own cost get in all outstanding estates and clear all defects in title, encumbrances and claims to or in respect of the said Plot and every part thereof including all claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, lease, lien, easements, agreement, third party rights, leave and license or otherwise and the Purchaser shall satisfy itself with the title of the Vendor. The Vendor shall give inspection and answer all requisitions relating to the original documents and matters relating to the said Plot raised by the Advocates for the Purchaser and thereafter if required resolve and satisfy any issues pertaining to the said Plot at their own risks cost and expenses.



12. The Vendor hereby declares and confirms as under:—

- (a) The Vendor is otherwise well and sufficiently entitled to the said Plot described in the Schedule hereunder written and the title to the said Plot is free and marketable.
- (b) No other person except the Vendor has any right, claim or demand in respect of the said Plot or any part thereof.
- (c) The Vendor has not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said Plot and the said Plot is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the Vendor hereby declares that he shall hereafter not create any third party rights of whatsoever nature in respect of the said Plot.
- (d) The Vendor has not entered into any agreement or arrangement, oral or written with regard to the sale of the said Plot; and
- (e) There are no proceedings instituted by or against the Vendor in respect of the said Plot and pending in any Court or before any authority and the said Plot is not under any *lis pendens*.
- (f) The Vendor has acquired/purchased the said Plot in accordance with

UNICORN DEVELOPERS

For Expat Projects & Development PVT. LTD.

PRITHVI CONSULTANTS PVT. LTD.

Proprietor

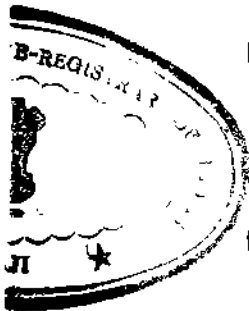
Authorized Signatory

DIRECTOR

10

the prevailing and applicable laws and by following the proper process and have not breached any applicable law during the acquisition of the said Plot.

- (g) No notice from any Government / Statutory Authorities under any law has been served upon the Vendor in respect of the said Plot or any part thereof that restricts or affects or may restrict or affect in any manner the right of the Vendor in the said Plot or any part thereof, which would or may prejudice or adversely affect the transaction hereunder or the rights, interests and/or benefits of the Purchaser.
- (h) No right whether by way of right of way, easement, license or otherwise, has been granted to any person over the Plot or part thereof and that no such right has become effective by prescription or otherwise howsoever and that none of the occupiers or owners of the adjacent land parcels, have public use or any access to any part of the Plot for passing or re-passing over the Plot or part thereof;
- (i) There are no pending liabilities nor any Government dues which would affect the title of the Plot and the Vendor has paid all taxes, cess dues etc. to various authorities concerned;
- (j) There are no pending proceedings against the Vendor under the Income Tax Act, 1961, and there is no tax or other sum payable by the Vendor under the Income Tax Act, 1961 in respect of the said Plot and the said Plot is under no attachment by Income Tax Authorities;
- (k) Pending completion of the sale and transfer of the Plot to the Purchaser, the Vendor shall not deal with or dispose of the Plot or create any third party right or interest, mortgage, lien or encumbrance in respect thereof or induct any person into the Plot or any part thereof;

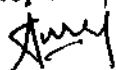


13. The Owners have agreed that it is their sole responsibility to apply for and obtain their respective Income Tax Clearance Certificate as required under Section 230 A of the Income Tax Act.

14. On completion of the sale of the said Plot, the Purchaser shall peaceably and quietly be entitled to hold and own the said Plot and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said Plot and/or any part thereof in the Purchaser's own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by or from, under or in trust for the Vendor.

15. In the event Vendor fails to complete the sale of the said Plot in favour of the Purchaser or its nominee, affiliate or subsidiary company (whichever the case may be), in spite of tender by the Purchaser to the Vendor a written notice to execute and register a Deed of Sale and the Post Sale Power of Attorney for the said Plot within 15 days from such notice the Purchaser without prejudice to other rights and remedies available to the Purchaser under law and equity and/or this Agreement shall be entitled to specific performance of this Agreement.

For Expt Projects & Development Pvt, Ltd


Authorized Signatory

UNICORN DEVELOPERS



Proprietor

For PRITHVI CONSULTANTS PVT. LTD.

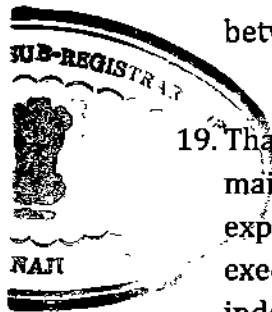


DIRECTOR

16. The Deed of Sale and the Post Sale Power of Attorney shall be executed between the Vendor and the Purchaser and/or its nominee, affiliate or subsidiary company (whichever the case may be). The Vendor shall unconditionally and without delay make themselves available for the purpose of registration or at any concerned sub-registrar office required by the Purchaser calling upon the Vendor to do so, failing which the Vendor shall be made liable for all consequences that may follow as a result of the failure on the part of the Vendor including but not limited to the Purchaser having being granted the exclusive and unfettered right by the Vendor to retain possession of the said Premises and also the right to conduct and/ or create third party rights in any manner whatsoever in respect of the said Plot.

17. In the event of the sale not being completed due to any willful default on the part of the Purchaser, the Vendor shall also have the right to require specific performance by the Purchaser of this Agreement.

18. The Vendor shall pay all assessments, rents, rates, taxes and out goings in respect of the said Plot previous to the day of handing over possession and the completion of the sale and the same, if necessary, shall be apportioned between the Vendor and the Purchaser.



19. That the Vendor shall bear and pay all outgoings, assessments, taxes, maintenance charges, electricity charges, water charges and all other costs, expenses and amounts payable in respect of the Plot up to the date of execution of the said Deed of Sale and the Vendor shall keep the Purchaser indemnified from and against all claims and demands in respect thereof and against claims and demands of any person claiming any interest in the Plot.

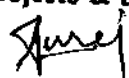
20. The Vendor shall produce and hand over to the Purchaser all the relevant documents and other title documents to establish their clean, clear and marketable title to the said Plot, at the time of the execution of Deed of Sale.

21. The purchase Consideration as set out hereinabove shall be the maximum amounts payable towards the sale of the said Plot by the Purchaser to the Vendor in respect of the said Plot. The purchase Consideration having been fully paid by the Purchaser to the Vendor, the Vendor shall not have any other/further claim and/or demand against the Purchaser at any time thereafter.

22. The Vendor shall execute the transfer forms and such other documents and writings as may be required by the Purchaser to effect the transfer of the Plot with the land revenue office and other concerned departments;

23. The Vendor hereby irrevocably and unconditionally agrees to indemnify and hold the Purchaser harmless from and against any and all direct liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like, which may be suffered by the Purchaser as a result of the sale of the said Plot.

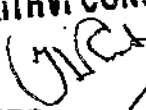
For Expat Projects & Development Pvt. Ltd.


Authorised Signatory

UNICORN DEVELOPERS


Proprietor

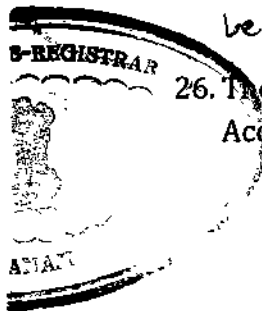
For PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

Purchaser entering in this Agreement, including any misrepresentation or breach of any representation or warranty made by the Vendor in this Agreement, or failure to perform any covenant, obligation, agreement or undertaking contained in this Agreement by the Vendor or his representatives.

24. The Vendor shall not, directly or indirectly, through any partner, relative, associate or otherwise, solicit or entertain offers from any third party, negotiate with or in any manner encourage, discuss or accept any proposal of any other person or entity, or pursue any transaction which would be in the direct conflict with the transaction contemplated in this Agreement.

25. The stamp-duty, registration charges and all other out of pocket expenses payable on this deed and on the Deed of Sale and the Post Sale Power of Attorney shall be borne and paid by the Purchasers alone and each party shall bear and pay their own expenses including their own Advocates professional fees. *The possession of the said property is not handed over and will be handed over at the time of sale deed.*



26. The Parties and the Confirming Party hereby declare that the Permanent Account Number of the Parties and the Confirming Party hereto is as under:-

Parties	Name	Pan Card Number
Vendor	Prithvi Consultants Private Limited	AABCP1395F.
Purchaser	Expat Projects & Development Private Limited	AABCE8596R
Confirming Party	M/s. Unicorn Developers	AAZPV6075B

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the Larger Property)

All that property admeasuring 3,65,055 square meters, being portion of the said Bonobo described at Schedule-II hereinabove, identified as "Predio Oiteral Bonobo" situate at Moula of Village Bainguinim within the limits of Village Panchayat of Old Goa, Taluka Tiswadi, Registration Sub District of Ilhas, District North Goa, in the State of Goa, which property is described under no. 17021 at page 53 of f Book B-45(New) and enrolled in the Taluka Revenue Office at Panaji under Matriz no. 159 and 165 surveyed under no. 20/1 of Village Bainguinim and bounded as follows:

On or towards the East by: by the property of Verediana Matildes Dalgado e Sa and Others and village Ela,

On or towards the West by: by the Plot No. 2 which is separated by a straight line running in the North South direction,

On or towards the North by: by Village Ela and part of plot no. 2,

On or towards the South by: by wall of the Old Fort of Goa, was allotted to Carmo Gregorio De Souza and Mrs. Margarita de Souza.

UNICORN DEVELOPERS

Proprietor

For Expat Projects & Development Pvt. Ltd.

Authorised Signatory

For PRITHVI CONSULTANTS PVT. LTD.

DIRECTOR

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Plot)

All that piece and parcel of land bearing Survey no. 20/1/L admeasuring 37500 square meters, forming part of a larger property identified as PREDIO OITERAL BONOTO also known as BONBO situated at Moula of Village Bainguinim within the limits of the Village Panchayat of old Goa, Taluka Tiswadi of Ilhas, North Goa District, State of Goa, which property is described under no. 17021 at page 53 of B-45 (New) and enrolled in the Taluka Revenue Office at Panaji under Matriz no. 159 and 165 and surveyed under survey no. 20/1/L of Village Bainguinim. The said Plot is bounded as under:-

On or towards the North by: by the property belonging to Shri. Veceslao Gonsalves from St. Cruz, Ilhas, Goa,

On or towards the South by: by the property bearing Survey No.20/1,

On or towards the West by: by the property of Verediana Metildas Dalgado E Sa comprising of plot nos. 7 to 10,

On or towards the East by: by property belonging to Verediana Metildas Dalgado E Sa.



UNICORN DEVELOPERS

Proprietor

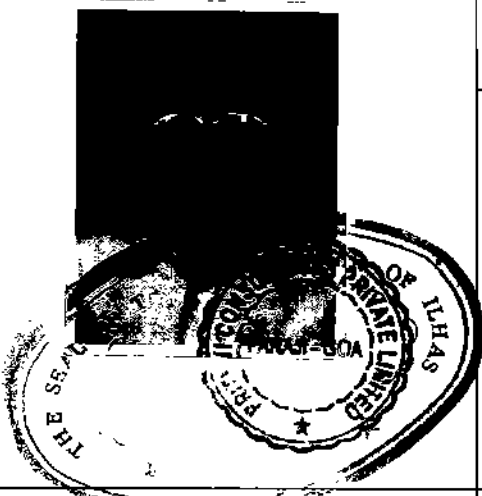
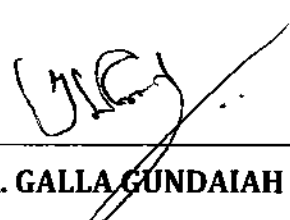
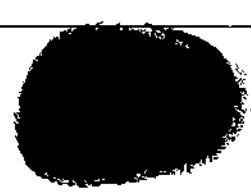
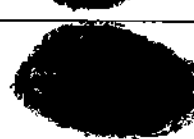
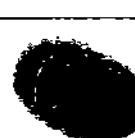
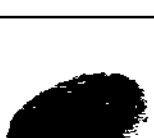
For PRITHVI CONSULTANTS PVT. LTD.

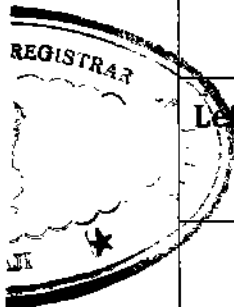
DIRECTOR

For Expat Projects & Development Pvt. Ltd

Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have executed these presents and hereunto set and subscribed their respective hands hereof the day and year first hereinabove written and in the presence of two attesting witnesses who have signed herein below.

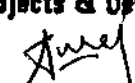
SIGNED AND DELIVERED	
For the VENDOR:	
PHOTOGRAPH	SIGNATURE
	 MR. GALLA GUNDAIAH (Director)
	For PRITHVI CONSULTANTS PRIVATE LIMITED through the hand of their Director Mr. Galla Gundaiah authorised by Board Resolution passed by Board of Directors of the Company on 6 th August, 2015.
Left Hand Fingers Impression	Right Hand Fingers Impression
1. 	1. 
2. 	2. 
3. 	3. 
4. 	4. 
5. 	5. 



UNICORN DEVELOPERS


Proprietor

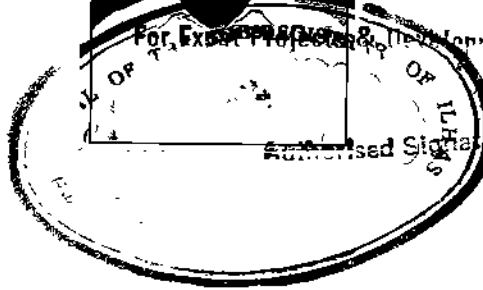
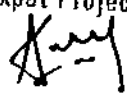
For Expat Projects & Development Pvt. Ltd


Authorised Signatory

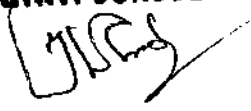
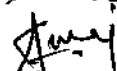
For PRITHVI CONSULTANTS PVT. LTD.


DIRECTOR

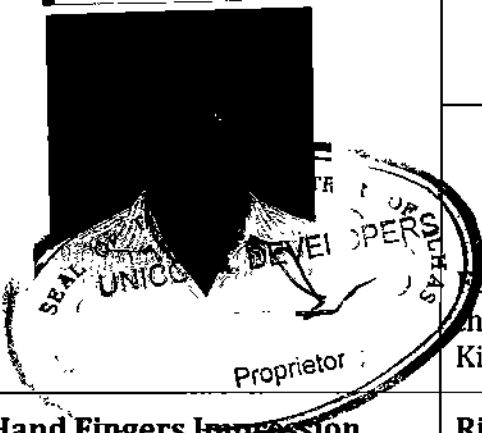
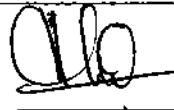
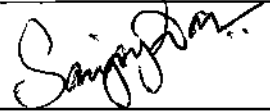
SIGNED AND ACCEPTEDFor the **PURCHASER:**

PHOTOGRAPH	SIGNATURE
 	For Expatriate Projects & Development Pvt. Ltd.  Authorised Signatory
	MR. SURAJ JOSE (Employee of the Company) For EXPAT PROJECTS AND DEVELOPMENT PRIVATE LIMITED through the hand of their Employee Mr. Suraj Jose authorised by Board Resolution passed by Board of Directors of the Company on 29th June, 2015.
Left Hand Fingers Impression	Right Hand Fingers Impression
1. 	1. 
2. 	2. 
3. 	3. 
4. 	4. 
5. 	5. 

UNICORN DEVELOPERS


 Proprietor
For **PRITHVI CONSULTANTS PVT. LTD.**

DIRECTOR
For **Expatriate Projects & Development Pvt. Ltd.**

Authorised Signatory

SIGNED AND ACCEPTED
For the CONFIRMING PARTY:

PHOTOGRAPH		SIGNATURE	
		UNICORN DEVELOPERS  Proprietor	
		MR. PRAKASH KITTUR (Sole Proprietor) For M/s. UNICORN DEVELOPERS through its sole proprietor Mr. Prakash Kittur.	
Left Hand Fingers Impression		Right Hand Fingers Impression	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
In Presence of:			
1.	 Prakash P. Shetti		
2.	 SANJOY DAS		

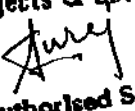
UNICORN DEVELOPERS


 Proprietor

For PRITHVI CONSULTANTS PVT. LTD.


 DIRECTOR

For Expat Projects & Development Pvt. Ltd


 Authorised Signatory

ANNEXURE "A"
LAYOUT PLAN OF
SAID PLOT.

PLAN
OF THE LAND BEARING SURVEY No. 201 SITUATED AT CHANDIMUNDA VILLAGE OF PORDUGUEZA TALUKA SHOWING
SHOWING THEREIN THE NEWLY FORMED SUB-DIV. No. 1-L. UNDER THE LAND REVENUE ACT, 1948, GOA.
ISSUED BY THE DEPUTY COLLECTOR & S.D.O., PORDUGUEZA, GOA.
SCALE : 1:1000



AREA OF THE NEWLY FORMED SUB-DIV. No. 1-L 37500 Sq. Mts.

B-REGISTRAR

SURVEY NO. 20

S.S.M.R.

For PRITHVI CONSULTANTS PVT. LTD.

[Signature]
J. M. 19
DIRECTOR

UNICORN DEVELOPERS

[Signature]
Proprietor

For Expat Projects & Development Pvt. Ltd.

[Signature]
Authorized Signatory

[Signature]
PAIKUCHAR (S.D.O.)

VERIFIED BY

File No. 9-22-DSLR-51

[Signature]
GUNAKAR N. SAWANT (F.S.)

PREPARED BY

SURVEYED ON: 17/05/2011

ANNEXURE "B" LAYOUT PLAN OF 1200 m²s Out of the said plot.

GOVERNMENT OF GOA
DIRECTORATE OF SURVEY & LAND RECORDS
PANAJI - 54

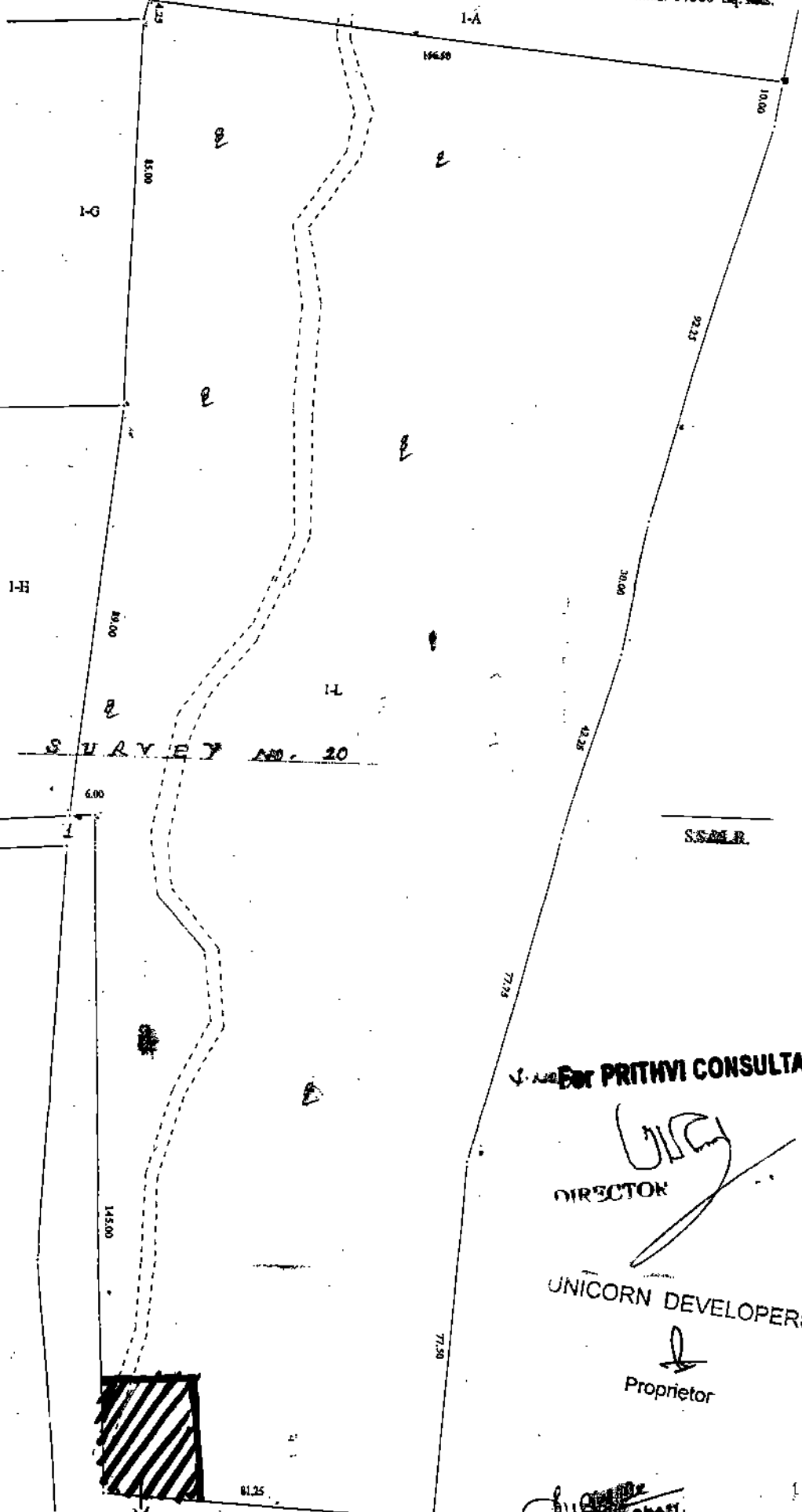
PLAN
OF THE LAND-BEARING SURVEY No. 201, SITUATED AT PARAGUATIA VILLAGE OF TENDRA TALUKA, DISTRICT
SHOWING THEREIN THE NEWLY FORMED SUB-DIV. No. 1-L, WITH CHAIN NO. 1, DATED 15/07/2011,
ISSUED BY THE DEPUTY COLLECTOR & S.M., PANAJI - GOA.
SCALE : 1:1000



AREA OF THE NEWLY FORMED SUB-DIV. No. 1-L 37500 Sq. Mts.

REGISTRAR

ATTACH



For PRITHVI CONSULTANTS PVT. LTD.

DIRECTOR

UNICORN DEVELOPERS

Proprietor

GUNAKAR N. SATWANT (P.S.)

PREPARED BY

SURVEYED ON: 17/08/2011

PLOT RESERVED

FOR PRITHVI CONSULTANTS PVT. LTD.

For Export Projects & Development Pvt. Ltd.

Authorised Signatory

File No: 943-DCLB-F1



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 18-08-2015 12:05:26 PM

Document Serial Number : 2240

Presented at 11:22:00 AM on 18-08-2015 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	550.00
2	Processing Fees	360.00
	Total :	910.00

Stamp Duty Required: 3973010.00 Stamp Duty Paid: 3973010.00

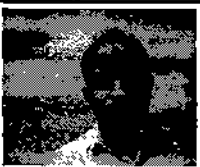
Suraj Jose presenter

Name	Photo	Thumb Impression	Signature
Suraj Jose, S/o Jose Emmanuel , UnMarried, Indian, age 27 Years, Service, r/o A-21, Shivdhara Apts., Thaltej, Ahmedabad PAN No. TOPJ6951G. Co. PAN No. CE8596R. Authorised Representative of Expat Projects and Development Private Limited, Mumbai vide resolution dated 29/06/2015			

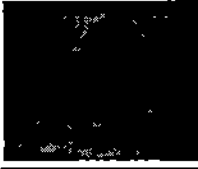
Endorsements

Executant

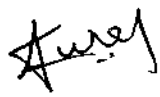
1 . Prakash Kittur, S/o Venkaraddi Kittur, Married, Indian, age 51 Years, Business, r/o C-1, La Marvel Colony, Donapaula, Panaji, Ilhas-Goa PAN No. AAZPV6075B. Sole Proprietor of M/s. Unicorn Developers, Panaji

Photo	Thumb Impression	Signature
		

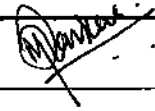
2 . Galla Gundaiah, S/o Subbaiah, Married, Indian, age 67 Years, Business, r/o Plot No. 49, Khadpabandh, Ponda-Goa PAN No. ACDPG7673E. Co. PAN No. AABCP1395F. Director of Prithvi Consultants Private Limited, Panaji, vide resolution dated 06/08/2015

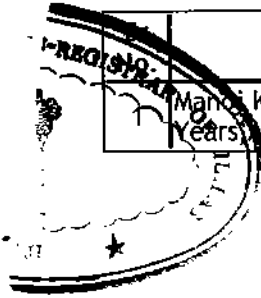
Photo	Thumb Impression	Signature
		

3 . Suraj Jose, S/o Jose Emmanuel, UnMarried, Indian, age 27 Years, Service, r/o A-21, Shivdhara Apts., Thaltej, Ahmedabad PAN No. ATOPJ6951G. Co. PAN No. AABCE8596R. Authorised Representative of Expat Projects and Development Private Limited, Mumbai, vide resolution dated 29/06/2015

Photo	Thumb Impression	Signature
		

Identification

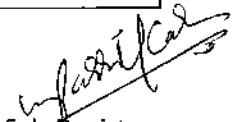
Witness Details	Signature
Manoj Karkera , S/o Prabhakar Karkera, Married, Indian, age 38 Years, Advocate, r/o Flat No. G-1, Ritu Enclave, St. Inez, Panaji, Ilhas-Goa	



Scanned By:-

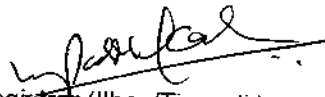
Signature:-

Designed and Developed by C-DAC, ACTS, Pune


Sub-Registrar
SUB-REGISTRAR
ILHAS

2200

Book-1 Document
Registration Number PNJ-BK1-02187-2015
CD Number PNJD43 on
Date 19-08-2015


Sub-Registrar (Ilhas/Tiswadi)

SUB-REGISTRAR
ILHAS

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

SUB-REGISTRAR