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DEPARTMENT OF POSTS
PANAJI HEAD POST OFFICE,
OPP. REGIONAL OFFICE
PANAJI - GOA
-1-

NO: D-5/STP(V)/C.R./35/18/2009-RD(3455/L)



STAMP DUTY
0001

GOA
NON JUDICIAL

Rs. ≈ 0123000 ≈ -7.12.2012

375317

GOA

INDIA ***Zero*One**Two**ThreeZero*Zero*Zero***

0148 6119234

SERIAL NUMBER 0148 6119234 DATE 7/12/12
NAME OF THE PURCHASER M/S Sumit Woods Pvt Ltd
ADDRESS S.102, OPP Pmc, Ponda.
VALUE OF STAMP DUTY IN WORDS 123000/-
LICENSE No. D-5/STP(V)/C.R./35/18/2009-RD(3455/L)-25/06/12
OFFICE PANAJI H.P.O 403001
SIGNATURE सहायक डाकपाल (एम पी सी एम)

APM MPCM
PANAJI HO 403001

Serial No. 2569/12
Presented at the Office of the
Sub-Registrar of Ponda.
between the hours of 11 AM
and 3 PM on 19/12/12

[Signature]

REGISTRAR
PONDA

Received fees for Rs. _____ N. P
Registration
Copying (Folios) 100
Copying Endorsements
Postage _____ Total Rs.

6,15,000
150
10
6,15,160
REGISTRAR
PONDA

AGREEMENT

THIS AGREEMENT is made and entered at Ponda, Goa, Taluka and
Registration Sub - District of Ponda, District of North Goa, in the
State of Goa, on this 10th Day of December Two Thousand twelve

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[Signature] (10/12/2012.)

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BETWEEN:-

1. SMT. RESHMA BRAHMANAND NAIK, daughter of Mr. Sitaram Shirodkar, aged 42 years, housewife, Indian National, having Pan Card No.ACEPN7443E and her husband

2. SHRI. BRAHMANAND GANGARAM NAIK, son of Mr. Gangaram Pandhari Naik, aged 44 years, married, businessman, Indian National, having Pan Card No.AAXPN7309Q both residing at "SUMIT CLASSIC", Near Ponda Municipal Council, Sadar Ponda Goa, hereinafter jointly referred to as "THE OWNERS", (which expression shall unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, successors and assigns) OF THE FIRST PART.

AND :-

3. M/s. SUMIT WOODS PVT LTD, a Private Limited Company, incorporated under the Companies Act, 1956, having PAN Card No. AAICS1385B carrying on the business of Real Estate Developers and Builders, having its Registered Office at 101, Mitasu Enclave, F.P. No. 560, TPS III, R. M. Bhattad Road, Chikuwadi, Borivali (W), Mumbai - 400 092 and its Goa office at "SUMIT CLASSIC", S - 102, Opposite Ponda Municipal Council, Sadar, Ponda Goa, represented herein through its Manager, SHRI. SUNIL RAMLAL JANGID, age 46 years, service, Indian National, Married, resident of Joefilnagar, Ponda Goa, he being appointed to execute the present Agreement interms of Resolution dated 19/11/2012, passed in the meeting of Board of Directors held at Mumbai. The certified copy of the same is annexed to this Agreement, hereinafter referred to as "THE BUILDERS / DEVELOPERS", (Which expression shall unless repugnant to the

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context or meaning thereof mean and include its Directors for the time being, their representatives, successors, executors administrators, nominees and assigns) OF THE SECOND PART.

WHEREAS:

a. There exists a property known as "PALSONA" admeasuring 23350 Sq. mts and surveyed under new Survey No.118/0 of Village Ponda, Taluka Ponda and forming part of the larger land known as PALSON (Fredda) do Oiteira, which lies behind the market, situated at Curti of Taluka of Ponda, presently within the limits of Village Panchayat of Curti - Khandepar, Taluka and Registration Sub- District of Ponda, District of North Goa in the State of Goa, The property is bounded as under:-

- 
- On or towards the East :- By fence of property of Gopal Hari Xete Parcar,
- On or towards the West :- By steps of the hill (Aguas Vertentes)
- On or towards the North:- By the Mango tree of Bablo Sadassiva Naique Cormolcar existing near the fence of the property of the said Parcar and
- On or towards the South:- By the fence of Pandurang Xet Gudecar.

b. The property is not described in the Land Registration Office and enrolled in the Matriz numbers 450, 451 and 467, better described in

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Schedule -I, which belonged to the "SOCIEDADE FAMILIAR DOS KUNDAICARS" i.e. joint family of Kundaikars.

c. The property Palson is inscribed in Matriz Predial under Nos. 450, 451, and 467 in the name of Shri Vithal Ghansham Sinai Kundaikar in the capacity as the head of said joint family of Kundaikar.

d. The said "SOCIEDADE FAMILIAR DOS KUNDAIKARS" or "Joint Kundaikar Family" was dissolved by Decree dated 30th June 1971 in the Civil Suit No.30/1970, by the Court of The Civil Judge Senior Division at Panaji Goa, and thereafter its estate was partitioned in the Inventory Proceedings No.21/1971 in The Court of Civil Judge, Senior Division at Panaji and in the said Inventory the above property was listed under No.385.

e. In the said Inventory Proceedings 1/3rd of the said property was allotted to Shri Srikant Vithal Kundaikar, 1/6th was allotted to Shri Yeshwant Shivram Sinai Kundaikar, 1/6th to Shri Santba Jivaji Sinai Kundaikar, 1/30, to Shri Shivram Rajaram Sinai Kundaikar, 1/30th to Shri Arvinda Rajaram Sinai Kundaikar, 1/30th to Shri Jivaji Rajaram Sinai Kundaikar, 1/30th to Shri Vassudev Rajaram Sinai Kundaikar and 1/30th to Shri Ganpati Rajaram Kundaikar, and 1/6th was allotted to Smt Laxmibai Sinai Kundaikar widow of Shri Shantaram Sinai Kundaikar.

f. That Shri Srikant Vithal Sinai Kundaikar by a Will executed on 12/07/1991 has bequeathed the rights in immovable properties situated at Mercurim (Agacaim) Tiswadi Taluka, Curti and said property in favour of his wife Smt Durgabai Srikant Sinai Kundaikar, which Will is drawn in the Office of Sub- Registrar Ex-Officio Notary and recorded in Notary Book No.103 at pages 36 V to 37 V of "WILLS" Panaji Goa on 26/07/1991.

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g. That Shri Srikant Vithal Sinai Kundaikar subsequently died on 12/01/1999 and therefore the wife of Shri Srikant Vithal Sinai Kundaikar i.e. Smt Durgabai Kundaikar became the sole owner of entire 1/3rd share of the property.

h. Upon the death of Smt Muktabai Yeshwant Sinai Kundaikar, wife of Shri Yeshwant Sinai Kundaikar, by a Deed of Succession dated 11/02/1981 executed in the Office of the Civil Registrar Cum-Sub-Registrar and Notary Ex-Officio, at Panaji Ilhas Goa, drawn in Book 613 onwards, registered under No.683 the share of Muktabai, devolved upon Jayanti Yeshwant Sinai Kundaikar, spinster, Smt Sunita Raghurai Tamba and Shri Yeshwant Sinai Kundaikar and upon the death of said Shri Yeshwant Sinai Kundaikar on 27/09/1985 and Jayanti Sinai Kundaikar on 05/04/1998 their share in said property devolved upon Shri Raghurai Rama Tamba and Smt Sunita Raghurai Tamba.

i. Upon the demise of Shri Santba Jivaji Sinai Kundaikar and his wife Smt Girijabai Santba Sinai Kundaikar by a Deed of Relinquishment and Qualification of heirs executed on 16th day of March 2000, in the Judicial Division of Ponda and Notarial Office, recorded at page 64 of Notarial Nook No.388 their share descended upon his sons and daughters in law i.e. Shri Laxmikant Santba Sinai Kundaikar, Smt Sima Laxmikant Sinai Kundaikar, Shri Vijaykumar Santba Sinai Kundaikar and Smt Kunda Vijaykumar Sinai Kundaikar.

j. Upon the demise of Shri Vassudev Rajaram Sinai Kundaikar on 16/11/2003 and subsequent Deed of Relinquishment and Succession executed on 15/01/2004 in the Office of Notary Ex-officio before Mr. W.S Rebello and registered in the in the Office of Civil Registrar Cum Sub- Registrar and Notary Ex- officio, Panaji Ilhas Goa, in the Book

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W. S. Rebello



681 at pages 10 onwards, at Panaji dated 16/01/2004, the share of late Shri Vassudev descended equally to Shri Shivram Rajaram Sinai Kundaikar, Smt Sagunabai Shivram Sinai Kundaikar, Shri Arvind Rajaram Sinai Kundaikar, Smt Nira Arvind Sinai Kundaikar, Shri Jivaji Rajaram Sinai Kundaikar, Smt Mohini Jivaji Sinai Kundaikar, Shri Ganapati Rajaram Sinai Kundaikar, Smt Sweta Ganpati Sinai Kundaikar, became the sole heirs and entitled to 1/6th of the said property.

k. The share of Smt Laxmibai Shantaram Sinai Kundaikar by Deed of Succession registered in the Office of Sub- Registrar, Ponda at page 5 overleaf of Notarial Book dated 15/02/1980, has been inherited by Shri Purxotoma Shantaram Sinai Kundaikar and Smt Indirabai Purxotoma Sinai Kundaikar.

l. Upon the demise of Shri Purxotoma Sinai Kundaikar, his share descended on his widow Smt Indirabai Purxotoma Sinai Kundaikar and his son Shri Shantaram Purxotoma Sinai kundaikar and daughter in law Smt Laxmibai S. Kundaikar, as per the Deed of Succession dated 31/05/1995 drawn in the Office of the Sub-Registrar and Notary Ex- officio in Notary Book No.652 at pages 17 V to 19 of "Notarial Deeds" reads with Deed of Relinquishment dated 07/04/1995 registered in the Office of Sub- Registrar, the Notary Public Ex-Officio and registered in that office in the Notary Book of Deeds No.651 at page 70 to 71.

m. By virtue of Deed of sale dated 17th August 2005, registered before the Sub- Registrar of Ponda under registration No.1711 at pages 105 to 137 of Book No.1, Volume No.879 dated 14/09/2005, Mrs. Durgabai Srikant Sinai Kundaikar and others sold and transferred the said property described in Schedule I in favour of Mr. Vishnu

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Gangaram Naik, Mr. Brahmanand Gangaram Naik, Mr. Dattatray Gangaram Naik, and Mr. Prakash Gangaram Naik.

o. By virtue of aforesaid Deed of Family Settlement dated 10th December 2009, registered before the Sub- Registrar of Ponda under registration No.2383 at pages 77 to 114 Book No. I, Volume 1532 dated 22/12/2009, THE OWNERS allotted were the Plot "L" admeasuring 3380.00 Sq. Mtrs. or thereabouts and Plot "D" admeasuring 630.00 Sq. Mtrs. or thereabouts, which are more particularly described in the Schedule -II. Hereinafter referred to as "THE SAID PLOTS".

p. In the aforesaid circumstances the Owners are absolutely seized and possessed and are in sole and exclusive possession of the SAID PLOTS

q. The owners have prepared plans for development of the SAID PLOTS by amalgamating the SAID PLOTS into other plots purchased by the Builder / Developers and / or taken for development from the adjacent Plot owners for undertaking construction of building/s, row houses, bungalows, etc. after getting the same approved from the competent authorities regulating the construction of buildings in the SAID PLOTS. The said plans are annexed hereto as ANNEXTURE .I.

r. The owners have offered to the builders / Developers and the Builders/developers have agreed to carry out the construction and development of the SAID PLOTS by incurring necessary cost, charges and expenses which are assessed for construction of the OWNERS premises at Rs.1,23,00,000/- (Rupees One Crore Twenty Three Lacs Only) and in lieu thereof the Owners have agreed and permitted the Builders / developers to retain and/or sell certain premises and appropriate the proceeds thereof towards the cost of development of the SAID PLOTS.

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s. The builder/developers have verified the related documents confirming the above recital of title at (a) to (o) above and are satisfied regarding the title of the owners over the SAID PLOTS

t. The OWNERS do further hereby declare:

(a) That the OWNERS have been and are in exclusive possession of the SAID PLOTS more particularly described in Schedule-II, both in title and physical possession and are exclusively entitled to own, hold, possess and/or to deal with the same in any manner and transfer the same including by way of sale to any person of the OWNERS choice without any hindrance whatsoever.

(b) That the OWNERS' title to the SAID PLOTS described in schedule-II hereto is valid, legal, clear, marketable, unencumbered and subsisting.

(c) That the SAID PLOTS described in Schedule-II hereto are absolutely free from any encumbrances, lien, charges and that there are no dues payable to the Government or any other authorities and/or any statutory body/bodies.

(d) That no attachment or notice from the central or state government or any local body or authority under any Municipal Act and /or Panchayat Act or any other Act or any scheme or legislative Enactment, Government ordinance, order or Notification including any Notice/Proceedings for acquisition or requisition has / had been received by or upon the OWNERS and that the SAID PLOTS described in schedule-II hereto or any part thereof is not subject to any attachment or certificate or other recovery proceedings under the Income-Tax Act or any statutory law or Regulation / mortgage to any Bank / Institutions.

(e) That they shall not withdraw the power of attorney that shall be executed simultaneously in favour of the BUILDERS/DEVELOPERS in terms of clause (9) contained hereunder as required by the BUILDERS /DEVELOPERS and the said Power of Attorney shall be in part

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performance of this agreement and shall be co-extensive to this agreement.

(f) That there is no litigation or any legal proceedings pending in any Court/Tribunal or any other legal impediment in respect of the SAID PLOTS described in Schedule-II hereto or any part thereof and/or any structure existing thereon.

(g) That except this agreement, the OWNERS have not entered into and shall not enter into any agreement pertaining to SAID PLOTS and/or effecting the title of the OWNERS to the SAID PLOTS described in Schedule-II hereto or any part thereof during the subsistence of this agreement.

(h) That the BUILDERS/DEVELOPERS shall be entitled to undertake construction of the proposed building/s, row houses, bungalows, etc. upon obtaining development permission and the construction license from the concerned authorities, on the SAID PLOTS and sell the same to any prospective purchaser/s of the choice of the BUILDERS/DEVELOPERS without any reference to the OWNERS EXCEPT the premises reserved for the OWNERS i.e. the OWNERS premises as defined hereunder.

(i) The OWNERS do hereby indemnify the BUILDERS/DEVELOPERS only in respect of any claim/s of title to the SAID PLOTS of any parties over the SAID PLOTS.

v) The BUILDER / DEVELOPERS do hereby declare that:

The Builder / Developer has also undertaken the development of Plot S and Plot I along with the SAID PLOTS. The Builder / Developer is the owner of Plot S admeasuring 400.00 square meters having purchased the same in terms of Deed of Sale dated 14/01/2011, registered before Sub - Registrar of Ponda under registered No. 163 at pages 142 to 161 Book No. I, Volume No. 1771 dated 25/01/2011, and Plot I admeasuring 500.00 square meters have been taken for Development from Smt. Neera @ Ashalata Vinayak Naik and her husband Shri.

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Vinayak Bhikaro Naik by virtue of Agreement dated 10/12/2012, duly registered before Sub - Registrar of Ponda. That Plot S and Plot I are more particularly described in Schedule - III written herein under.

W) That pursuant to said offer by the OWNERS, the BUILDERS/ DEVELOPERS have agreed to undertake the development of the SAID PLOTS by undertaking construction of building/s, bungalow/s, row house/s, thereon on certain terms, conditions and stipulations hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. The OWNERS hereby grant development rights to the BUILDERS/ DEVELOPERS and the BUILDERS/DEVELOPERS hereby acquire the said development rights from the OWNERS for development of the SAID PLOTS and to construct Buildings/ Row House thereon after obtaining necessary license and permissions for the development to be procured by the BUILDERS/DEVELOPERS in the name of the OWNERS at the BUILDERS/DEVELOPERS' own costs, charges and expenses, risk and responsibility for consideration and on the terms and conditions as set out in this Agreement.

2. The OWNERS hereby grant, authorize and nominate the BUILDERS/DEVELOPERS to carry out the development of the SAID PLOTS by constructing thereon residential / commercial building/s / row houses as per the tentative plan attached hereto with such variations as may be required by the concerned authorities and/or the builders/developers herein and in such manner as BUILDERS/DEVELOPERS finds fit, proper and convenient. The OWNERS hereby authorize the BUILDERS/DEVELOPERS to do all what is needed including obtaining approval / renewals / revision of permissions, licenses, etc. from the concerned authorities for constructing the said building/s or any residential apartments /

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premises therein. In case of any variations in the plan if required to be effected then in such event the location and the area of the premises to be allotted to the OWNERS i.e. the OWNERS' premises as described herein shall not change.

3. The BUILDERS/DEVELOPERS shall undertake construction of building/s, row houses, bungalows, on the SAID PLOTS as per the plan annexed hereto, which is the tentative plan of the project to be undertaken, which is subject to approval and/or variations as may be proposed by the concerned authority and as per the specifications as contained in the said plan and other specifications as contained in schedule-II written hereunder at its own costs and expenses. The BUILDERS/DEVELOPERS shall carry out the said development solely and entirely at its risk and responsibility and costs, charges and expenses and the OWNERS shall not be called upon to contribute any amount of whatsoever nature.

4. The BUILDERS/DEVELOPERS shall, at its own costs and risk, be entitled to appoint and engage competent Architects, R.C.C. Consultant, Contractors and other servants and agents and the owners shall in no way be liable /bound by any agreements that may be entered upon between BUILDERS/DEVELOPERS and such persons.

5. It is hereby specifically agreed and consented to by the OWNERS that the BUILDERS/ DEVELOPERS shall be entitled, and also hereby deemed to have been permitted by the OWNERS 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. It is further agreed and consented by the

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OWNERS that the BUILDERS/DEVELOPERS shall be entitled to amalgamate the "SAID PLOTS" with one or more adjoining PLOTS or properties for the purpose of Development of the SAID PLOTS including the amalgamated plots in to single development scheme or different development scheme and deemed to have been consented by the OWNERS as also the BUILDERS/DEVELOPERS shall be entitled to sub-division of the "SAID PLOTS" for effective utilization and the development thereof. The OWNERS hereby give/s their express consent to the above and it shall be considered as consent in writing of the OWNERS required by law.

6. The entire development costs in all manners including (i) the cost of preparing plans, designs, etc. and obtaining the necessary sanctions / approvals; (ii) the costs of acquiring Land Conversion Sanad; (iii) payment for obtaining all kinds of permissions/ licenses to Government Authorities or to the Panchayats; (iv) deposits and other charges payable to any Authorities; (i) construction costs including cost of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work; (vii) fees and charges payable to Architects, Civil Contractors, R.C.C. Consultants, Supervisors, Engineers, Structural Engineers and contractors and all other persons engaged for the purpose and all kinds of insurance premium (including premium payable for employees, labourers, workers, etc.); (viii) all costs, charges and expenses if any to be incurred including payment of any amount in any manner to municipality, State Government or any other concerned authority for carrying out the development on the SAID PLOTS, (ix) damages payable due to any lapses, accidents etc. during the work of development as also any other expenses charges incurred in connection with the work of preparation of plans, till the completion of construction including infrastructure tax, cess, service tax fines penalties.

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7. It is clarified and agreed by and between the parties hereto that the Builders/developers shall be developing the SAID PLOTS namely Plot No. "S" and Plot No. "I" described in schedule - II written hereunder and accordingly the Owners shall allow the Builders/developers to give right of way/easement from the SAID PLOTS to Plot No. "S" and Plot No. "I", which shall be subject to the terms herein contained and without disturbing the rights of the owners in the new premises that is agreed to be granted to the owners. Provided that the BUILDERS/DEVELOPERS hereby agree not to grant any right of way, passage, egress/ingress to any third party from the SAID PLOTS save and except the rights to all easements as are marked by the municipality or any concerned authorities at the time of approval of the plan and issuance of the licence and/or to the aforesaid Plot No. "S" and Plot No. "I".

8. The BUILDERS/DEVELOPERS agree and confirms that the possession of the SAID PLOTS given by the OWNERS to the BUILDERS/DEVELOPERS is in the nature of license to carry out development of the SAID PLOTS as per the terms of this agreement and such licence shall be deemed as continued till performance of this agreement by either parties or sooner termination thereof as per the terms of this agreement.

9. The OWNERS shall execute in favour of the BUILDERS/DEVELOPERS a power of attorney to undertake such works as also for sale and/or agreements as are intended hereunder or as may be necessary and ancillary thereto and such power of attorney shall be coextensive with this agreement.

10. The BUILDERS/DEVELOPERS shall be entitled and solely responsible for and carrying out the approved construction as per the approved plan and to develop the SAID PLOTS to its full present permissible coverage and floor to area ratio (FAR).


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11. In consideration of the terms, conditions and stipulations herein contained and the undertaking given by the BUILDERS/DEVELOPERS, the OWNERS have permitted the BUILDERS/DEVELOPERS to enter the SAID PLOTS for proceedings with the project of undertaking construction thereon.

12. The BUILDERS/DEVELOPERS its Employees, representatives, and workers shall at all times hereafter be free to enter upon in the SAID PLOTS described in Schedule-II hereto and carry on therein all such works like demarcating, surveying, measuring, construction or all other works as may be deemed fit and necessary by the BUILDERS/DEVELOPERS for the effective development of the SAID PLOTS.

13. In consideration of the cost of development of SAID PLOTS by undertaking construction of building/s thereon and in lieu of payment of the price / costs of construction and other expenses incurred, the BUILDERS/DEVELOPERS shall be entitled to retain for itself the premises in the building/s row houses proposed to be constructed on the SAID PLOTS and / or sell / agree to sell any premises such buildings / row houses / bungalows SAVE and EXCEPT the premises to be allotted to the OWNERS which premises are more particularly described / enlisted in schedule IV written hereunder and hereinafter called as 'OWNERS PREMISES'. The BUILDERS/ DEVELOPERS shall be entitled for the exclusive use, occupation, sale, disposal of the premises other then the OWNERS PREMISES.

14. It is agreed that the total cost of construction, including cost of land is assessed at Rs.1,23,00,000/- (Rupees one crore twenty three lacs only) out of which the cost of construction of the residential bungalow to be constructed for and retained by owners being bungalow No. B-3 in building No.2 and more clearly shown in plan annexed hereto is assessed at Rs.40,00,000/- (Rupees forty lacs only) value of the owners premises is assessed at Rs.40,00,000/- (Rupees forty lacs only)

Ravi

f. Anand

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and the OWNERS shall not be liable to pay any further price / consideration / cost to the BUILDERS/DEVELOPERS nor the BUILDERS / DEVELOPERS shall be liable to pay any further price / cost / consideration to the OWNERS towards the SAID PLOTS.

15. The BUILDERS/DEVELOPERS shall construct and complete the Owners Premises as per the specifications given in the Schedule III written hereunder and obtain the occupancy certificate within a period as under:

(i) Row House No.B-3 in building No.(2) within 2 years from the date of execution of the present agreement.

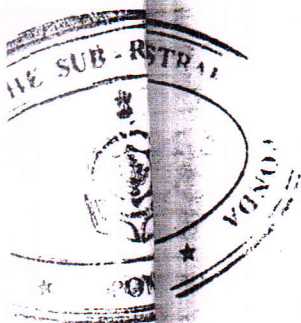
(ii) Other Row House & Flats within 3 years from the date of obtaining licence. Subject however to force majeure or any reason beyond the control of the Builders/developers or due to any Order of any Competent Court or any Authority or due to any General Notification.

16. In the event of the BUILDERS/DEVELOPERS making a breach of contractual obligation and delays to complete development of the Owners premises as set out hereinabove, the BUILDERS/DEVELOPERS shall pay to the OWNERS a sum of Rs.1000/- (Rupees one thousand only) per day for default in completing the construction of the OWNERS PREMISES as and by way of pre-negotiated and agreed liquidated damages. Such delayed period in tendering the delivery of possession of the Owners premises shall be extended up to a maximum period of six months after expiry of the respective period agreed hereinabove and beyond grace period of 6 months the OWNERS will have right to claim further damages for the delay without prejudice to the other right of OWNERS to claim damages for breach of terms and conditions of this agreement for causes other than delay to complete construction of the Owners premises.

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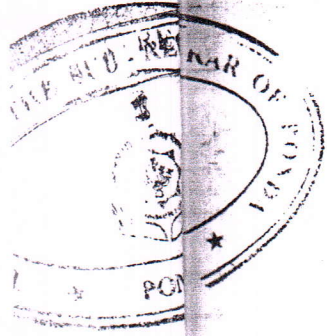
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17. The BUILDERS/DEVELOPERS may enter into any type of Agreement with any body of the BUILDERS/DEVELOPER'S choice for the sale of BUILDERS/DEVELOPER'S PREMISES to be constructed on the SAID PLOTS described in Schedule-II hereto. However, in execution of such agreement the rights of the OWNERS in the owner's premises and the right in the SAID PLOTS proportionate to owner's premises shall not be effected / encumbered / prejudiced.

18. In all such agreements, as the BUILDERS/DEVELOPERS deem fit and proper, the OWNERS shall be represented by the BUILDERS/DEVELOPERS as their attorney by virtue of the power of attorney that shall be executed by the OWNERS in terms of clause (9) hereinabove. However all the obligation under such agreement shall be performed by the builders/developers at its own costs and expenses and OWNERS shall not be responsible/ liable in any manner whatsoever to any third parties / prospective purchasers / prospective sub-BUILDERS/DEVELOPERS/ sub contractor who may enter into any agreement with the BUILDERS / DEVELOPERS and the BUILDERS /DEVELOPERS do hereby undertake to indemnify the OWNERS towards any claim of any such third parties/ prospective purchaser / prospective developers arising out of any such agreement with them. All the persons who enter into such agreement/s with the BUILDERS/ DEVELOPERS pertaining to BUILDERS/DEVELOPERS PREMISES shall be deemed to have agreed for the limitation in liability of the OWNERS as contained herein.

19. It is clearly understood between the parties that the BUILDERS/ DEVELOPERS shall be developing the SAID PLOTS by undertaking construction of building/s /row houses / bungalows as per the approved plan, provide drainages, leveling of ground, provide/cause to provide water and electric connections and complete the same in all respect and in consideration towards the cost of development and other costs, charges and expenses incurred by the builders/developers, the


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BUILDERS/DEVELOPERS shall be at liberty to sell the DEVELOPERS PREMISES along with the right in SAID PLOTS and common amenities, proportionate to DEVELOPER's premises and appropriate the sale proceeds thereof towards the cost of development AND THAT BUILDERS/DEVELOPERS shall have no right over the OWNERS premises or right in the plots and common amenities proportionate to OWNERS premises nor shall the OWNERS be liable to pay any further amount to the BUILDERS/DEVELOPERS on any count. Similarly the OWNERS shall have no right over the BUILDERS/DEVELOPERS' premises or right in the plots and common amenities proportionate to DEVELOPERS premises.

20. On fulfillment of the terms and conditions of this agreement, the OWNERS agree to transfer and convey the undivided right / share in SAID PLOTS equivalent / proportionate to the DEVELOPERS premises to the BUILDERS/DEVELOPERS and / or its nominee or nominees by retaining the right proportionate to the OWNERS' premises in favour of the OWNERS and in doing so the BUILDERS/DEVELOPERS shall be entitled to represent the OWNERS as their attorney vide the instrument of Power of Attorney executed in performance of clause (8) hereinabove.

21. All costs, expenses, charges, stamp duty, registration fees etc. in respect of such sale/exchange deed/s shall be borne by the BUILDERS/DEVELOPERS/its nominee/s.

22. All the rights, privileges pertaining to permissions, licenses, approvals, if are obtained by the OWNERS pertaining to SAID PLOTS from any authority, Department, Body, Council shall stand assigned in favour of the BUILDERS/DEVELOPERS for the purpose of construction / development of the SAID PLOTS and disposal of the DEVELOPERS premises.

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23. Subject to the terms hereof, the BUILDERS/DEVELOPERS shall be entitled to seek renewals, revisions, alterations changes in the plans, permissions, approvals on behalf of the OWNERS as their attorney by virtue of the power of attorney that shall be executed in favour of the BUILDERS/DEVELOPERS, subject however with an understanding that in such alterations the location and area of the owners premises shall not be altered / changed without written consent of OWNERS.

24. In addition to the liabilities on the builders/developers as enumerated in clause (5) hereinabove, the following costs and expenses shall be the sole responsibility / liability of the BUILDERS/DEVELOPERS:

- a) All contractual obligations and money to be paid arising out of the same to any financier of BUILDERS/DEVELOPERS.
- b) Any penalties, charges, duties, fines, taxes and other monies to be paid to any statutory body or authority in connection with the project of constructions to be started by the BUILDERS/DEVELOPERS in the SAID PLOTS whether levied in the name of the OWNERS or in the name of BUILDERS/DEVELOPERS.
- c) All stamp duties, legal fees, registration fees and other expenses associated with the preparation and execution of the instrument of conveyance whether executed by the OWNERS or by the BUILDERS/DEVELOPERS pertaining to the DEVELOPER'S premises.
- d) All the charges / deposits to be paid to any government office towards obtaining water / electric connection.

25. The OWNERS covenant with the BUILDERS/DEVELOPERS that the power of attorney that shall be executed in favour of the BUILDERS/DEVELOPERS shall be irrevocable and the same shall be revoked/ deemed to have been revoked only in writing duly signed by the OWNERS and BUILDERS/DEVELOPERS and only on termination of this agreement in writing by the BUILDERS/DEVELOPERS and any

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for name

S. S. S.

mode of termination of agreement or revocation of power of attorney shall not be considered as termination / revocation between the parties.

26. The OWNERS or the persons to whom the OWNERS premises are sold/ transferred to, shall join as members of the housing society / any entity formed with respect to the OWNERS premises if such society / entity is formed by the occupants of the building and for that purpose shall sign all the papers and forms as may be required and pay all maintenance charges as decided by the BUILDERS/DEVELOPERS.

27. It is further specifically agreed that the legal ownership, title and possession of the SAID PLOTS shall remain vested in the OWNERS till conveyance/sale deed is executed for transfer of the same or any part thereof.

28. If the Floor to Area Ratio (FAR) is increased in relation to the SAID PLOTS or any part thereof, the entire benefit of the same shall belong to the OWNERS exclusively and if such additional area has to be developed then in such case the Builders/developers shall have a pre-emptory right thereto over and above any other builders/developer/s on such terms as may be mutually agreed then.

29. It is specifically agreed by and between the parties hereto that any notice to be given by one Party to the other shall be deemed to have been given by sending a courier/ "Registered Post Acknowledgement Due" letter addressed to the other Party at the address mentioned in the details of the parties as detailed in the beginning of this Agreement for the respective Parties.

30. Subject to what is contained herein, the Parties agree as under:

a. OWNERS undertake to divest their title and give the ultimate possession of the SAID PLOTS to the buyers of the saleable areas or to

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any society/association or any other entity formed for taking over the SAID PLOTS, as the case may be.

b. Simultaneously the BUILDERS/DEVELOPERS agree to hand over the possession of the saleable built up areas and common areas to the buyers of such areas or to any society / association or any other entity formed for taking over the entire built up area, as the case may be.

31. This agreement hereto by and between the Parties as mutually agreed by and between them shall or come to an end or shall be deemed to have been terminated upon Completion of the developmental works in all respects and handing over of the owners premises duly completed in all respects supported by the occupancy certificate from the Curti Village Panchayat and on ultimate possession of the SAID PLOTS and title thereof is transferred to the buyers of the saleable areas or to any society/association or any other entity formed for taking over the SAID PLOTS, as the case may be.

32. All the aforesaid recitals, annexures and the Schedule to this Agreement shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly in its entirety.

33. The builders/developer has deposited with the owners a sum of Rs.5,00,000/- (Rupees five lacs only) as security deposit for due performance of the present agreement and the same shall be refunded on full performance of the agreement without any interest thereon.

34. Both the parties are entitled to the Specific Performance of Agreement under Specific Relief Act.

35. The Market Value of SAID PLOTS Rs.1,23,00,000/- (Rupees One Crore Twenty Three Lacs Only).

Bnals

Pranav

Sumit

SCHEDULE I- ABOVE REFERRED TO
(Description of the entire property)

ALL THAT property known as "PALSONA" admeasuring 23350 Sq. mts and surveyed under new Survey No.118/0 of Village Ponda, Taluka Ponda and forming part of the larger land known as PALSON (Fredda) do Oiteira, which lies behind of market, situated at Curti of Taluka of Ponda, presently within the limits of Village Panchayat of Curti Khandepar, Taluka and Registration Sub- District of Ponda, District of North Goa in the State of Goa, The property is bounded as under:-

On or towards the East :-By fence of property of Gopal Hari
Xete Parcar,

On or towards the West :-By steps of the hill (Aquas
Vertentes)

On or towards the North:-By the Mango tree of Bablo
Sadassiva Naique Cormolcar
existing near the fence of the
property of the said Parcar and

On or towards the South:-By the fence of Pandurang
Xet Gudecar.

SCHEDULE NO. II

(DESCRIPTION OF THE "SAID PLOTS")

All that Plot L admeasuring 3380.00 Sq. mts and surveyed under New Survey No.118/1-H of Village Ponda, Taluka Ponda of the larger property described in the Schedule -I, herein above written is bounded as follows:- On or towards the East: By property S. No.117,

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On or towards the West: By road, On or towards the North: By plot S. and on or towards the South: By Plot O.

All that Plot No. D admeasuring 630.00 Sq. mts and surveyed under New Survey No.118/1-F of Village Ponda, Taluka Ponda of the larger property described in Schedule -I is bounded as follows:- On or towards the East: By property S. No.117, On or towards the West: By road, On or towards the North: By Plot B. and on or towards the South: By Plot J.

SCHEDULE-III

(DETAILS OF PLOTS S and I)

All that Plot I admeasuring 500.00 Sq. mts and surveyed under New Survey No.118/1-L of Village Ponda, Taluka Ponda of the larger property described in the Schedule -I, herein above written is bounded as follows:- On or towards the East: By property S. No.117, On or towards the West: By 8.00 mts road, On or towards the North: By plot D. and on or towards the South: By Plot S.

All that Plot S admeasuring 400.00 Sq. mts and surveyed under New Survey No.118/1-D of Village Ponda, Taluka Ponda of the larger property described in the Schedule -I, herein above written is bounded as follows:- On or towards the East: By property S. No.117, On or towards the West: By 8.00 mts road, On or towards the North: By plot I. and on or towards the South: By Plot L.

SCHEDULE IV

(PREMISES TO BE ALLOTTED TO OWNERS i.e. OWNERS' PREMISES)

1.) In Building No. (1)

Flat No. 101 & 301 admeasuring 125.00 Sq. mts (Super built up area) along with one stilt car parking.

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for n. s.

S. N. S.

2.) In building No. (2) in Plot (S) :-

Row House B-3 admeasuring 200 Sq. mts (Super built up area)

3.) In building No. (3)

- a.) Row House No.1-125 Sq.mts. (Super built up area)
- b.) Flat No. A-003 - 80 Sq. mts. (Super built up area)
- c.) Flat No. A-101 - 100 Sq. mts. (Super built up area)
- d.) Flat No.A-204 -100 Sq. mts. (Super built up area) along with stilt car parking.
- e.) Flat No. B- 101- 80.00 Sq. mts. (Super built up area)
- f.) Flat B-204 - 80.00 Sq. mts (Super built up area) and
Flat B- 302 - 100.00 Sq. mts (Super built up area) along with stilt car parking.

4.) In Building No.(4).

- a.) Flat No.202 admeasuring 100.00 Sq. mts (Super built up area)
- b.) Flat No.204 admeasuring 100 Sq. mts (Super built up area) along with stilt car parking.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day month year hereinabove written.

Ramdas

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Ramdas

Signed and delivered by the within named

THE OWNERS:

Reshma

SMT. RESHMA BRAHMANAND NAIK



Left hand finger Impressions.



Right hand finger Impressions.

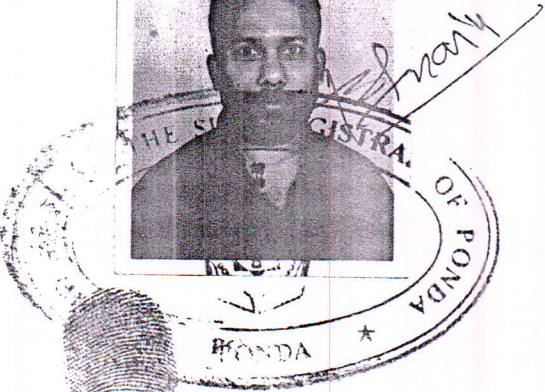
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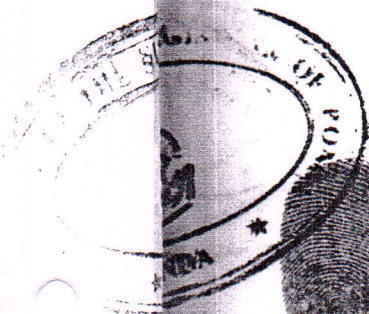
Reshma

testimony

SHRI. BRAHMANAND GANGARAM NAIK



Left hand finger Impressions.



Right hand finger Impressions.

Brink

testimony

B. G. Naik

Signed, Sealed and delivered by within

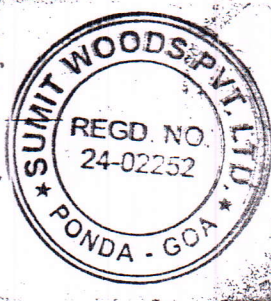
"THE BUILDERS/DEVELOPERS"

M/s. SUMIT WOODS PVT. LTD.

Through its Manager,

For SUMIT WOODS PVT. LTD.

(Mr. SUNIL RAMLAL JANGID)



Left hand finger Impressions.



Right hand finger Impressions.

In presence of

1. Vijaydas Lazimkant Dewani

[Signature]

2. Suresh R. Naik

[Signature]

[Signature]

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101, Mitasu Enclave, R. M. Bhattad Marg, Opp. HDFC Bank, Chikwadi, Borivali (West), Mumbai-400 092.
Tel. : 65267586/87. 2833 8973/74 • Fax : 2899 9277 • Website : www.sumitwoods.com • E-mail : contact@sumitwoods.com
Goa Office S-102, Sumit Classic, Opp. Ponda Municipal Council, Ponda, Goa-403 401. • Tel. : 0832-2315209 • Fax : 0832-2312698

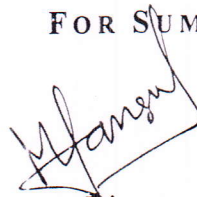
RESOLUTION

We hereby certify that the following is a true copy of the Resolution, adopted by the Board of Directors of the said company, in accordance with their authority, at meeting held on 19th November, 2012.

We confirm that the same has not subsequently rescinded or modified.

Resolved, that the Board be and has hereby authorized **Mr. Sunil R. Jangid, Manager of M/s Sumit Woods Pvt. Ltd.** to sign, enter, execute & register, on behalf and in the name of the company i.e. Sumit Woods Pvt. Ltd., the Agreement, Agreement for Development and Sale, Deed of Sale in respect of All that piece and parcel of land being **Plot No. L** bearing **New Survey No. 118/1-H** admeasuring 3380 Sq. Mtrs. or thereabouts and **Plot No. D** bearing **New Survey No. 113/1-F** admeasuring 630 Sq. Mtrs. or thereabouts which is a separate and distinct entity of the larger property known as "PALSONA" admeasuring 23350 Sq. Mtrs. and surveyed under old Survey No.118/0 of Village Ponda, Taluka Ponda and forming part of the larger land known as PALSON (Fredda) do Oiteira, which lies behind of market, situated at Curti of Taluka of Ponda, presently within the limits of Village Panchayat of Curti Khandepar, Taluka and Registration Sub- District of Ponda, District of North Goa, State of Goa.

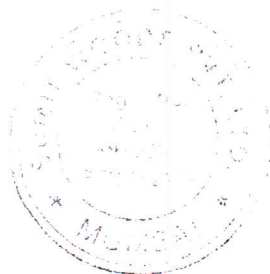
FOR SUMIT WOODS PVT. LTD


Director

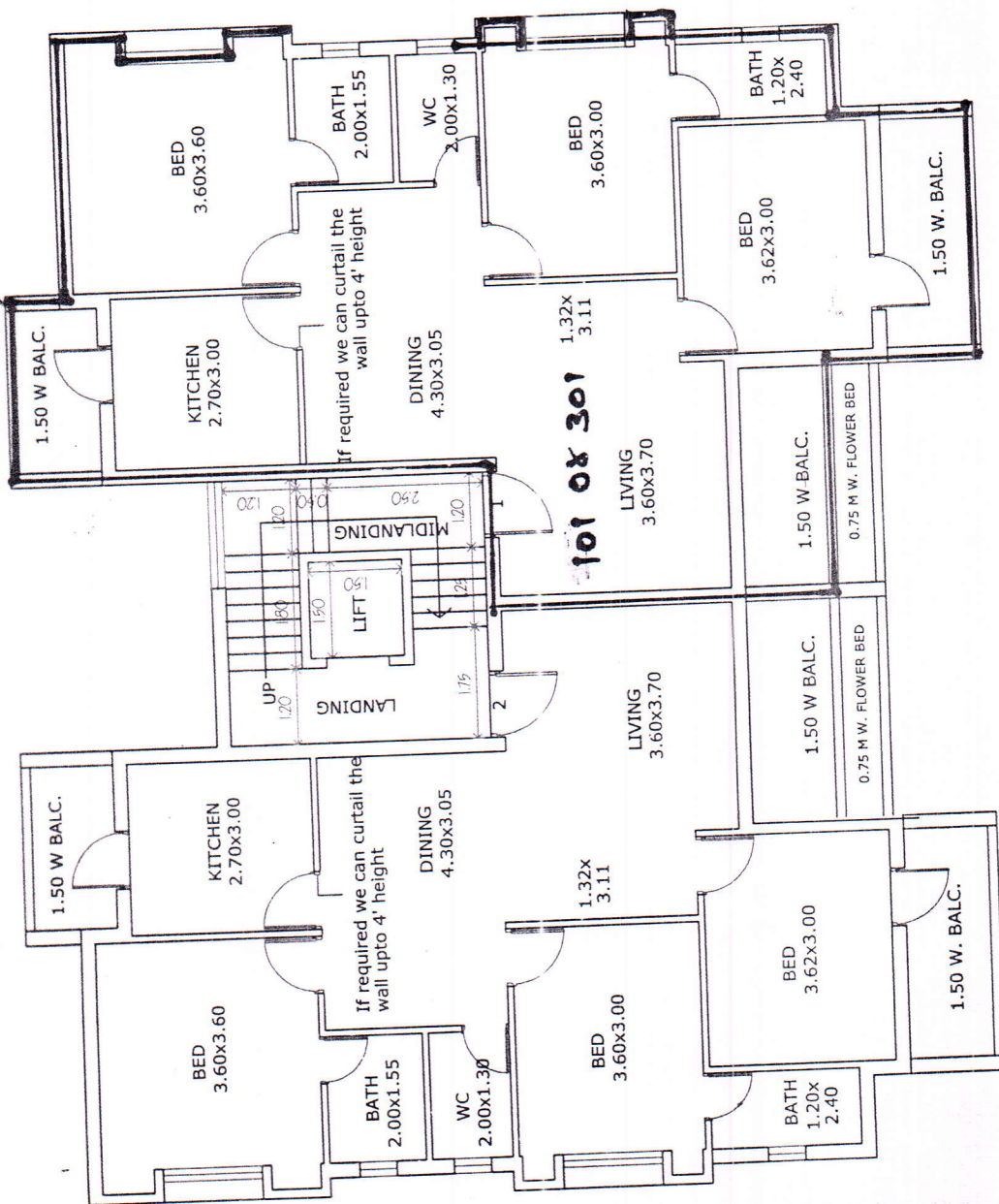

Director

Place : Mumbai

Date : 19/11/2012



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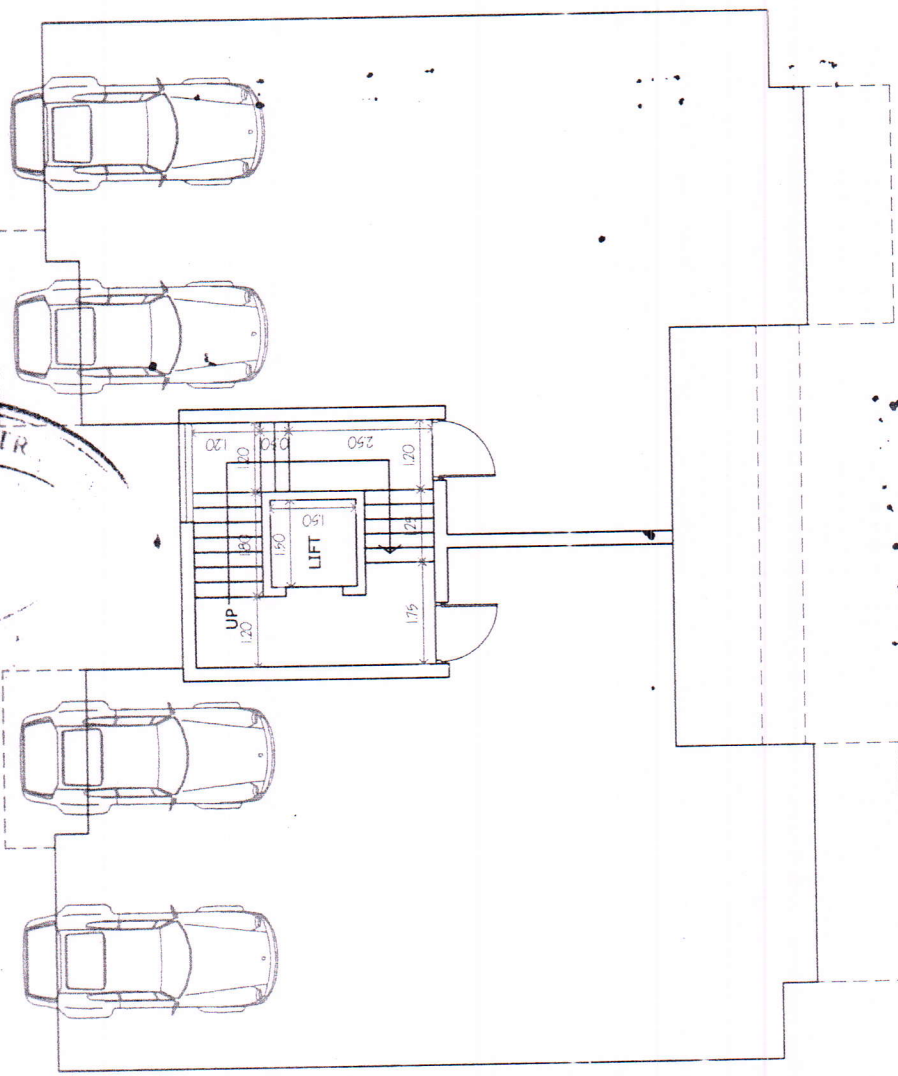
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Book No. 291/1/13
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GROUND FLOOR PLAN BLDG. NO. 1



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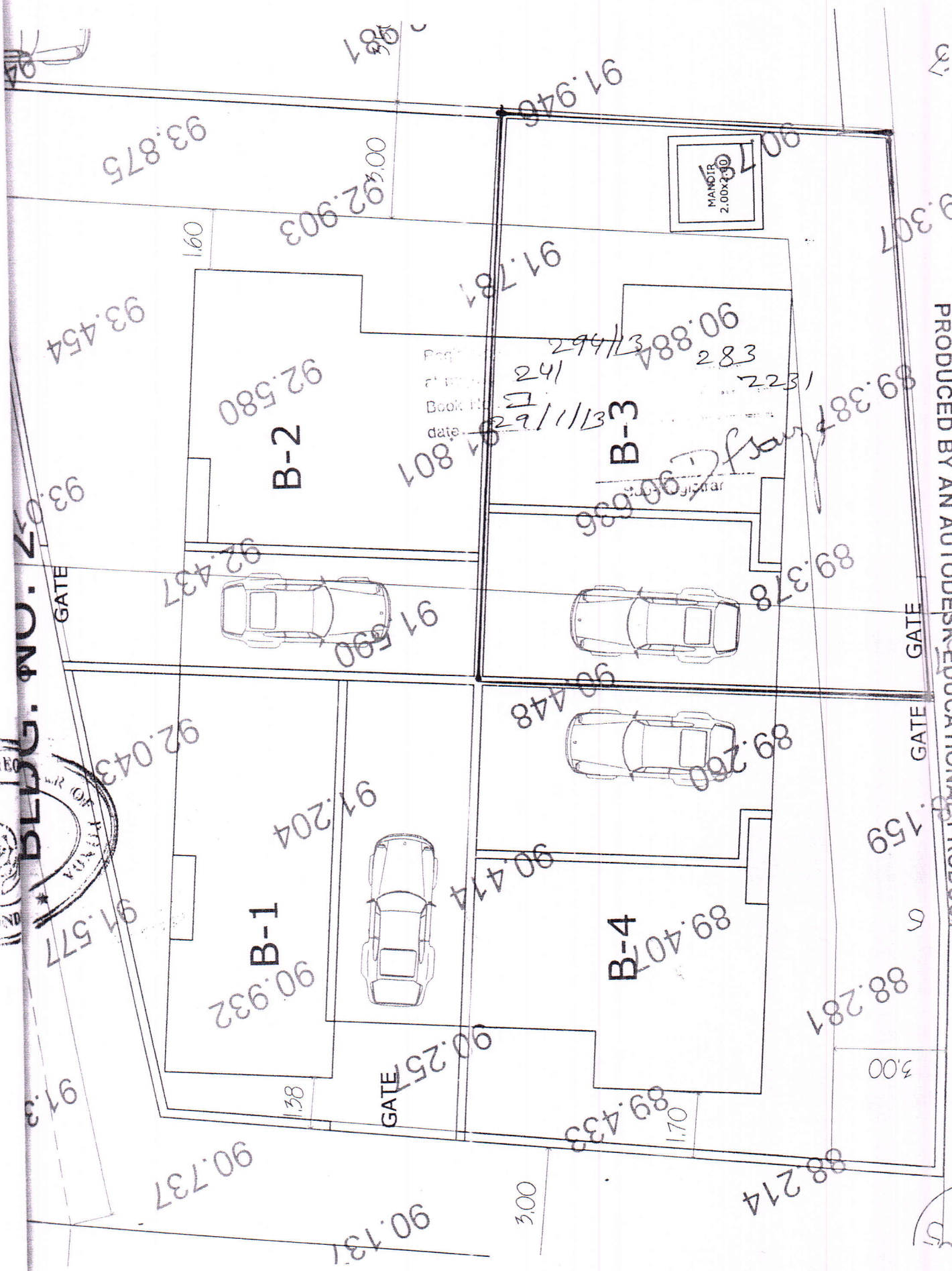
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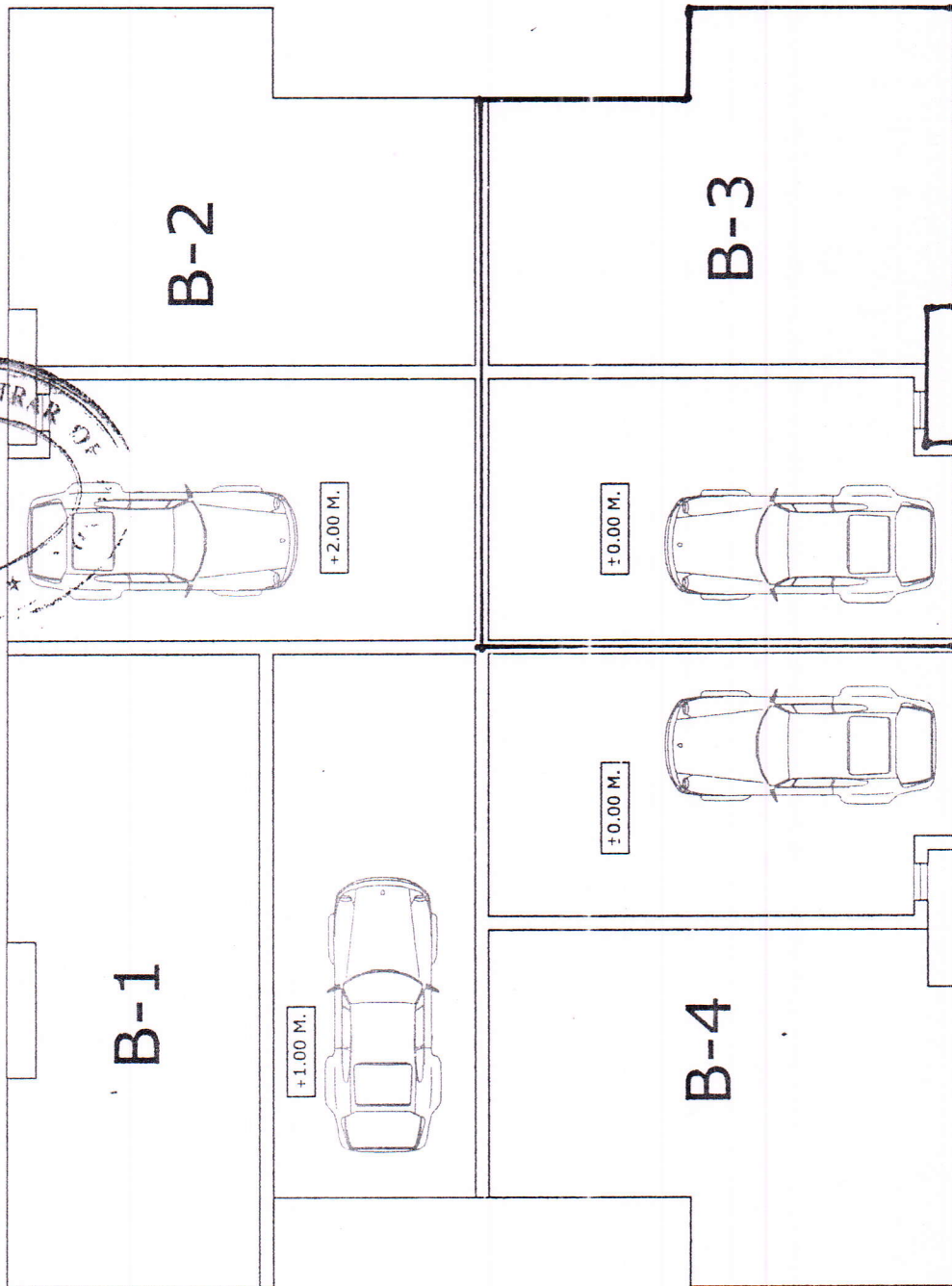
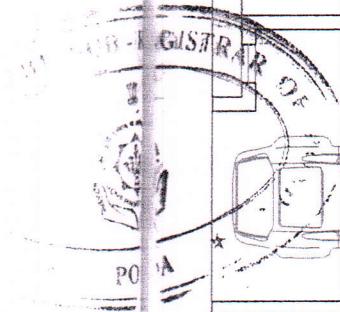
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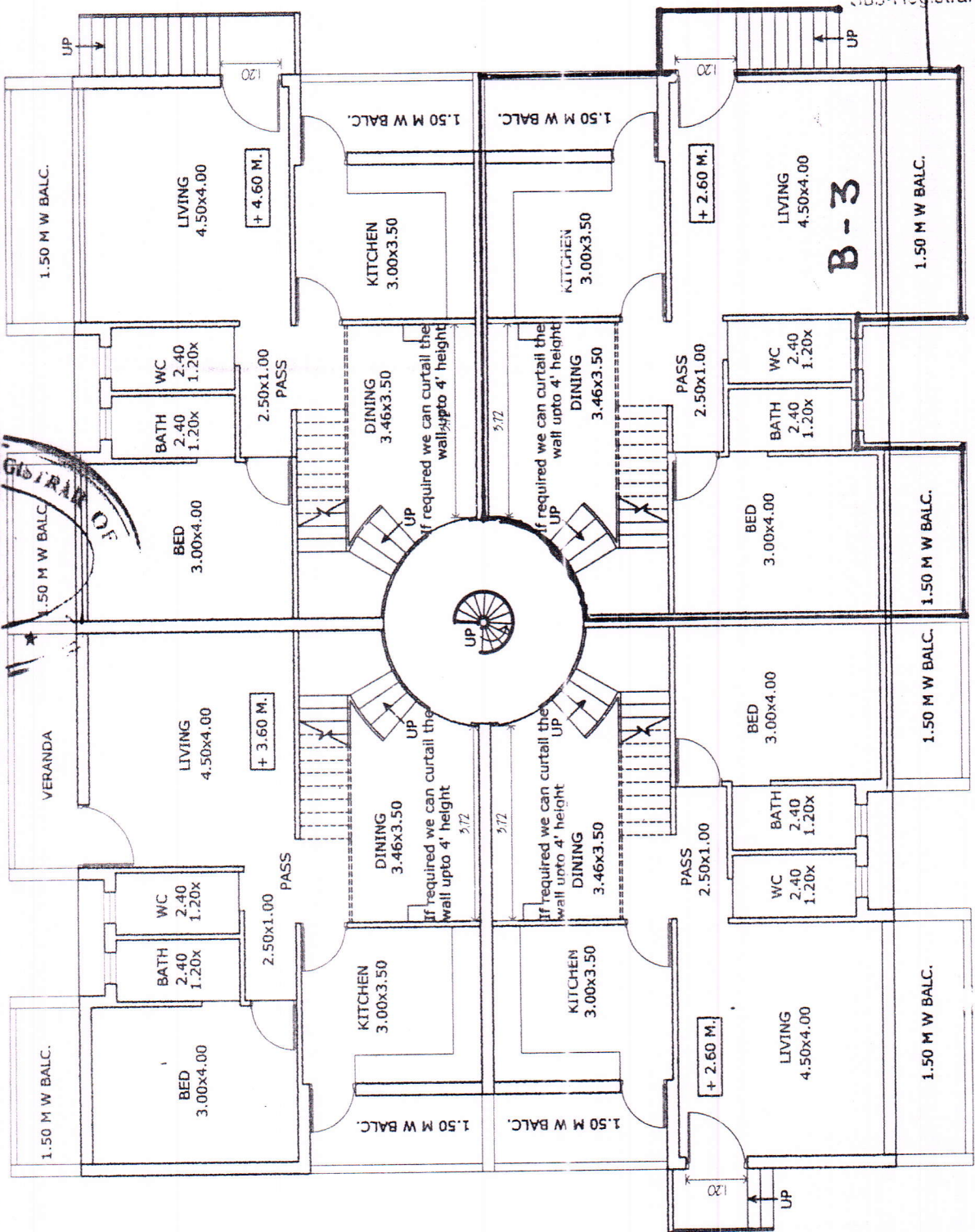
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GROUND FLOOR PLAN BLDG. NO. 2 (ROW HOUSE)

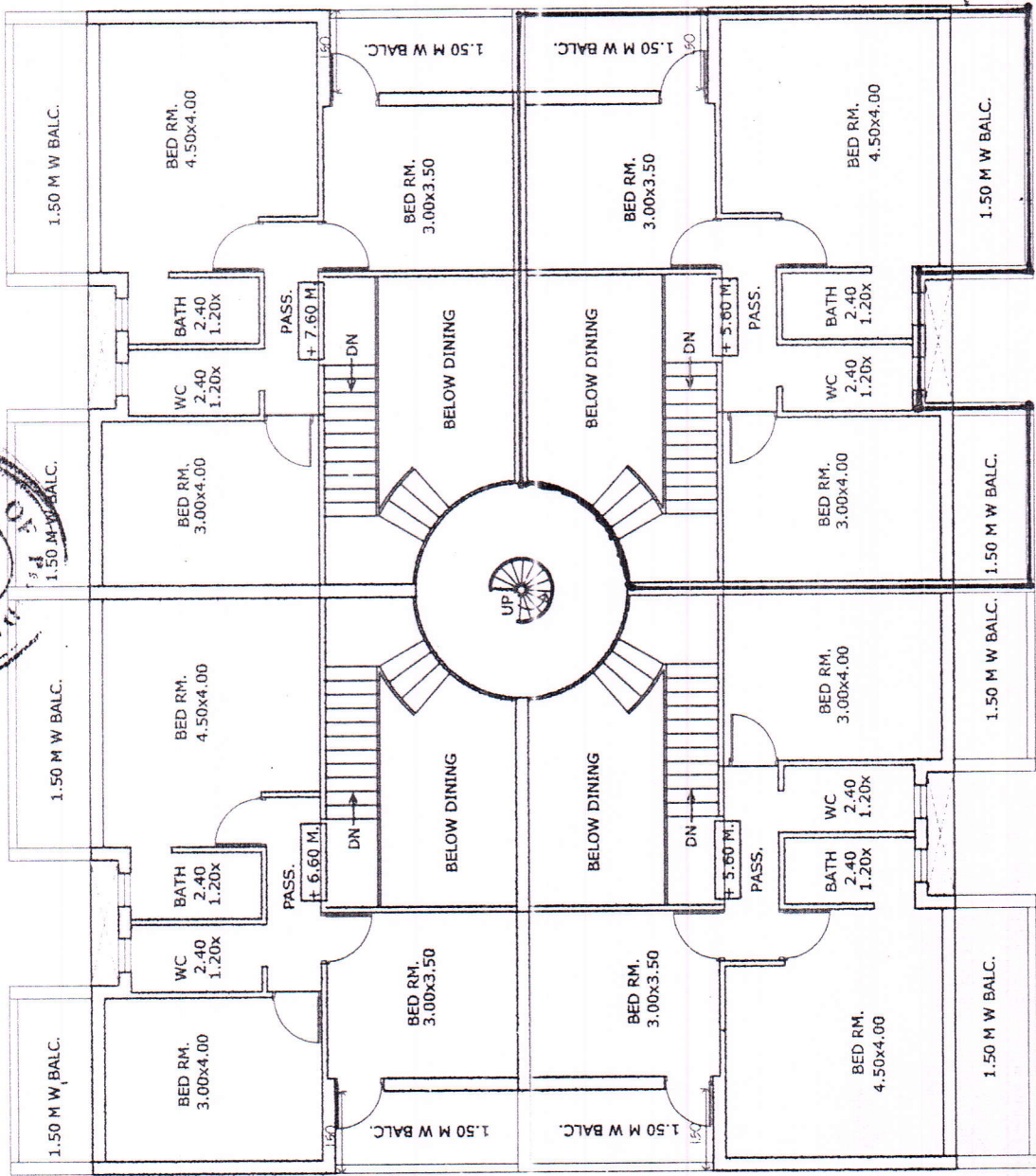
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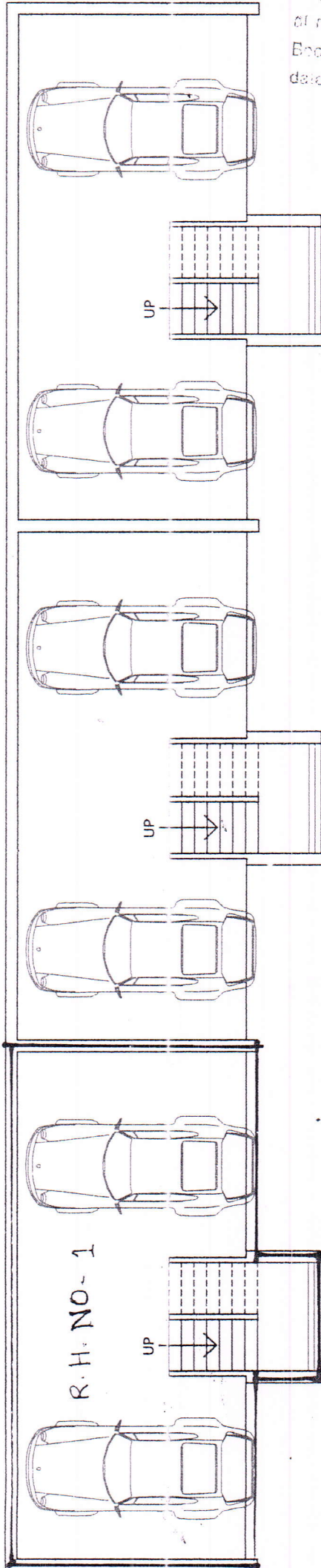
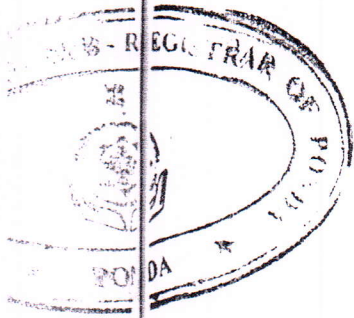
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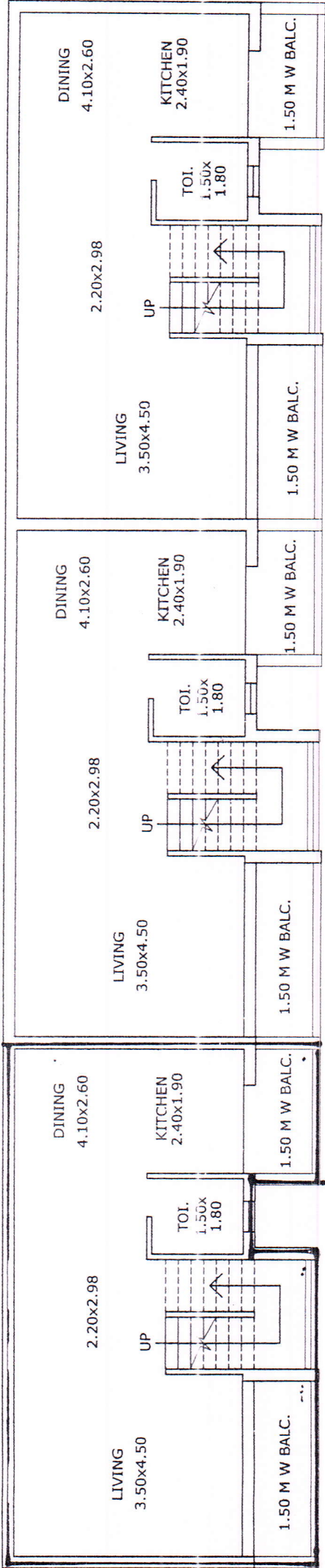
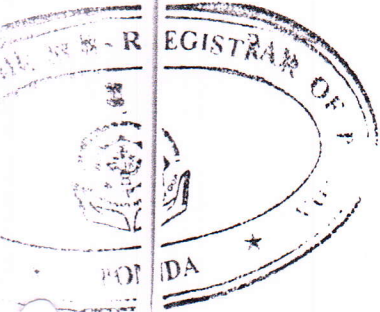
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GROUND FLOOR PLAN BLDG. NO. 3 (ROW HOUSES)

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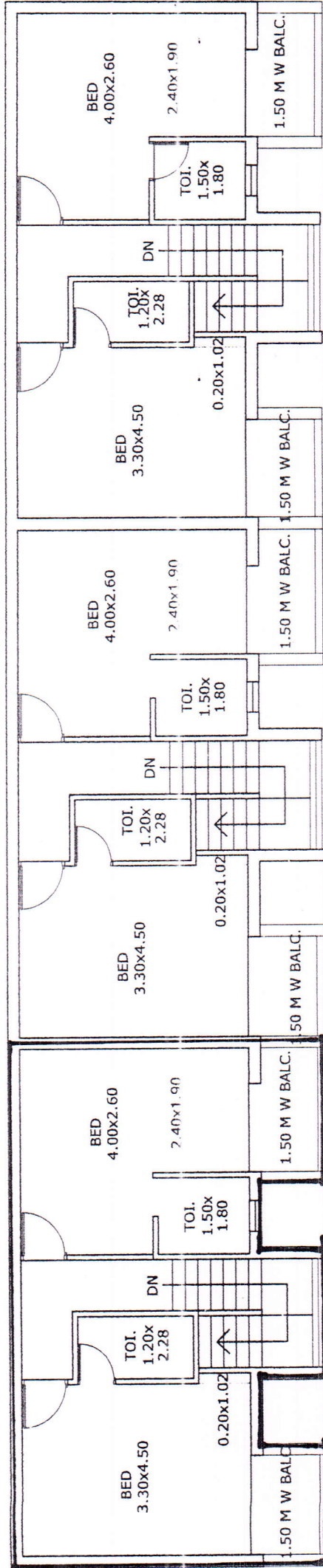
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Volume No. 223
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BLDG No. 3

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1ST FLOOR PLAN BLDG - NO. 3

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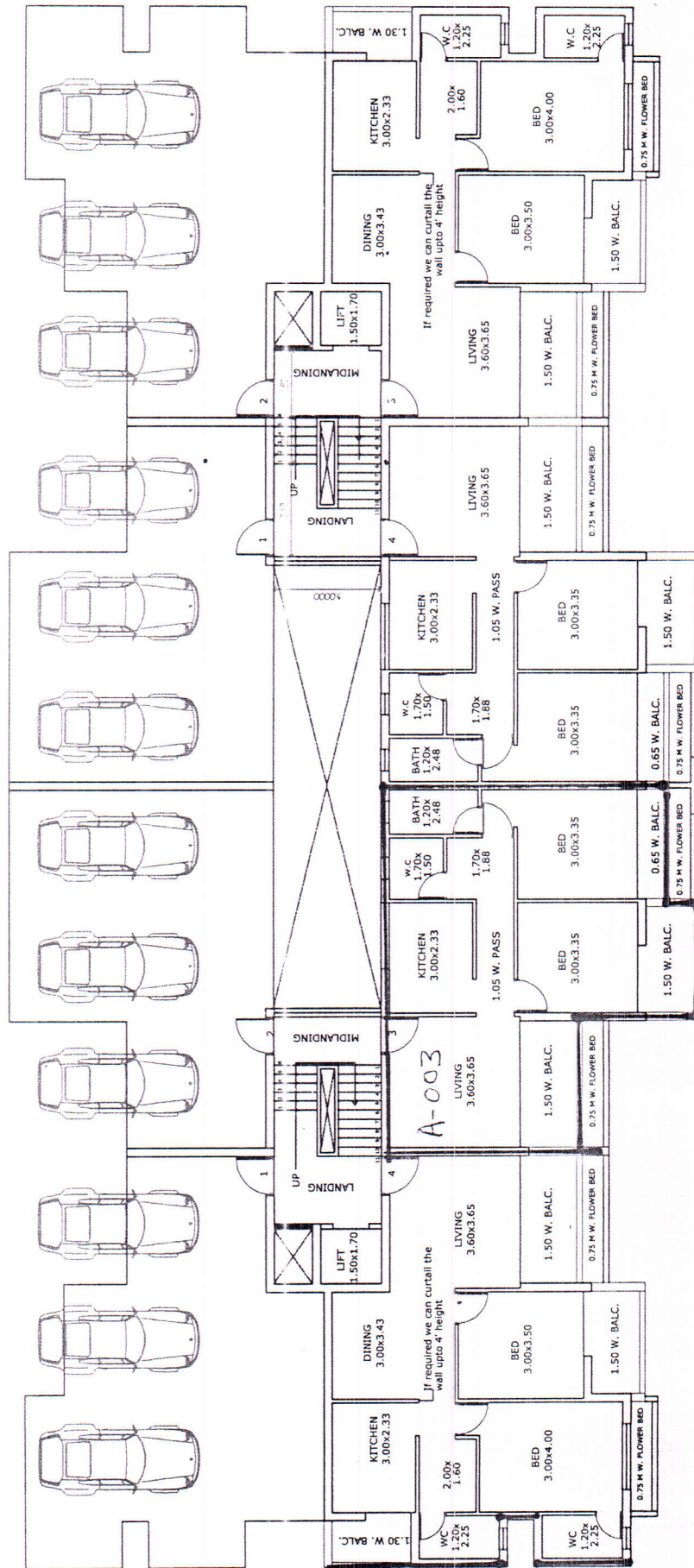
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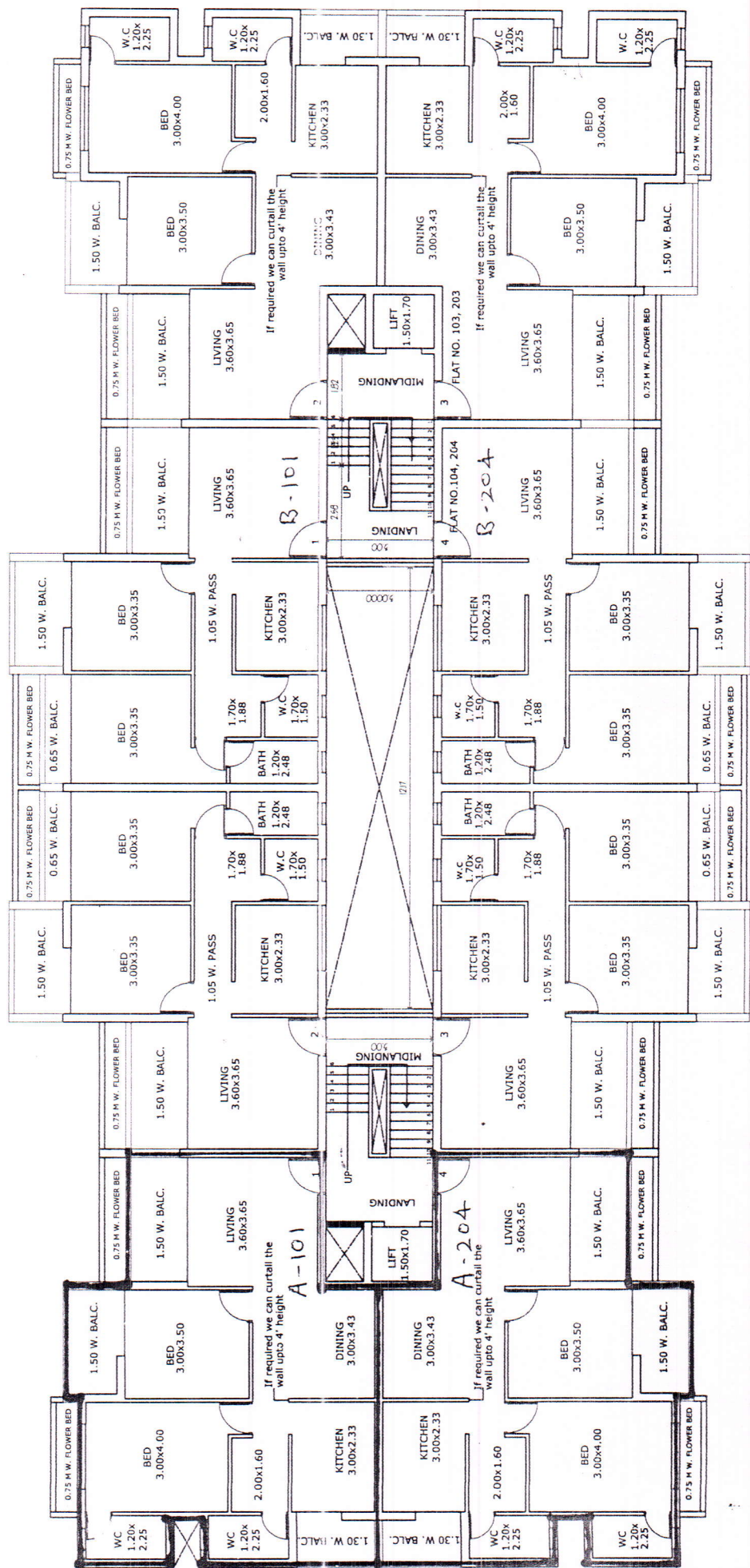


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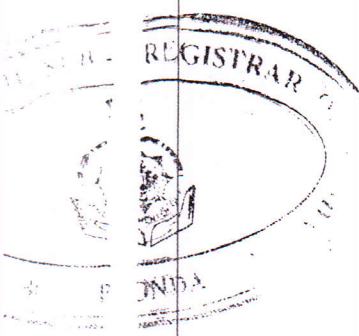


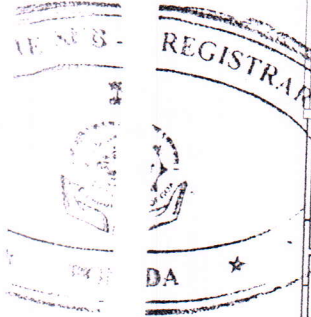
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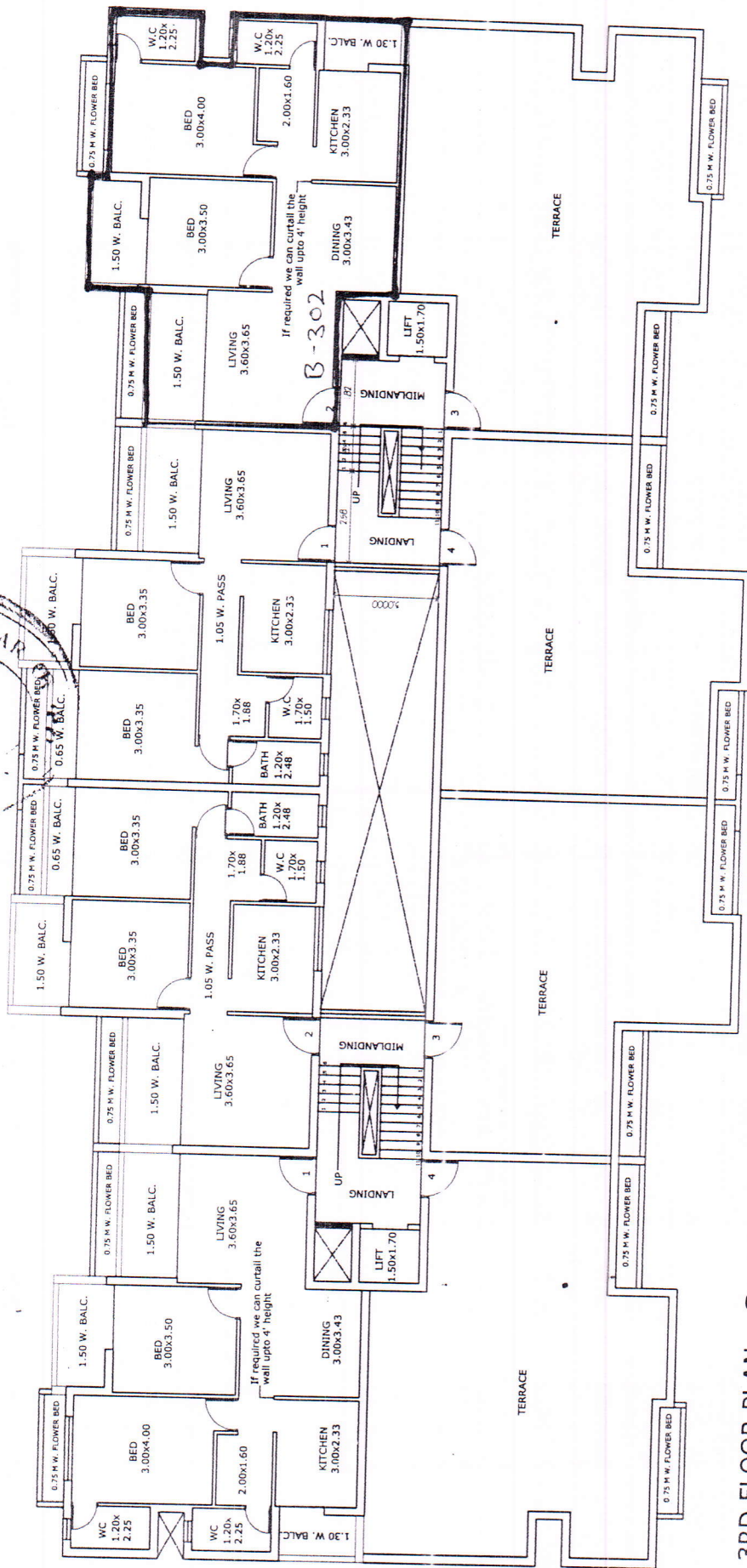
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3RD FLOOR PLAN BLDG No. 3

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1. *Chrysomelidae*



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