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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: 21/Apr/2017 11:11 AM
Date of Receipt: 21/Apr/2017

Receipt No: 167

Serial No. of the Document: 961

Nature of Document: Agreement to sale without possession

Received the following amounts from Sri M. R. Diwakar for Registration of above Document in Book-1 for the year 2017

Rs. Ps

Registration Fee	500.00
Processing Fees	280.00
Total :	780.00

Amount in words: Rupees Seven Hundred Eighty Only.

Probable date of issue of Registered Document: 1 / 1

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: [Signature]
Specimen Signature of the Person Authorized: [Signature]
Signature of the Sub-Registrar: [Signature]

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENTThe Registered Document has been handed over to [Signature] on 1 / 1

Signature of the person receiving the Document

Signature of the Sub-Registrar

Designed and Developed by C- DAC ,ACTS Pune.



UTI TECHNOLOGY SERVICES LIMITED
EDC HOUSE, WING 'C' SHOP NO. 30
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

भारत 13747 NON JUDICIAL ₹ 171687 APR 20 2017



भारत 13747 NON JUDICIAL ₹ 171687 APR 20 2017
R. 9900000/- PB7072
INDIA STAMP DUTY GOA

NAME: Export Projects & Development Pvt Ltd

ADDRESS: 2nd Floor, Bangalore

THROUGH: Prant M. Kinkade

SIGNATURE: *[Signature]*

RECEIPT NO: 13747



UTI TECHNOLOGY SERVICES LIMITED
EDC HOUSE, WING 'C' SHOP NO. 30
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

भारत 13748 NON JUDICIAL ₹ 106688 APR 20 2017



भारत 13748 NON JUDICIAL ₹ 106688 APR 20 2017
R. 9900000/- PB7072
INDIA STAMP DUTY GOA

NAME: Export Projects & Development Pvt Ltd

ADDRESS: 2nd Floor, Bangalore

THROUGH: Prant M. Kinkade

SIGNATURE: *[Signature]*

RECEIPT NO: 13748



UTI TECHNOLOGY SERVICES LIMITED
EDC HOUSE, WING 'C' SHOP NO. 30
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

भारत 13749 NON JUDICIAL ₹ 149680 APR 20 2017



भारत 13749 NON JUDICIAL ₹ 149680 APR 20 2017
R. 3400000/- PB7072
INDIA STAMP DUTY GOA

NAME: Export Projects & Development Pvt Ltd

ADDRESS: 2nd Floor, Bangalore

THROUGH: Prant M. Kinkade

SIGNATURE: *[Signature]*

RECEIPT NO: 13749



961
21/04/2017
AGREEMENT

This AGREEMENT is made, signed and executed at Panaji, Goa, on this
20th day of April of the year, 2017 (Two Thousand Seventeen),

cont....2/-

[Signature]

[Signature]

BETWEEN

2

NAIKNAVARE CONSTRUCTIONS PRIVATE LIMITED (CIN: U45202PN2007PTC043869) (PAN: AACCN5572F), a company incorporated under the Companies Act, having its Registered Office at 1204/4, Ghole Road, Shivajinagar, Pune, 411004 and represented by its Director, Mr. Hemant Naiknavare, 57 years of age, s/o Dattaj Naiknavare, married, business, r/o 108, Sonejai, 15th Lane, Prabhat Road, Pune, holding Pan Card No. ABWPN0414A and Aadhaar Card No. 88108044817, duly authorized vide Resolution dated 13.04.2015 hereinafter referred to as the "OWNER", (which term shall unless repugnant to the subject or the context, mean and include its successors and assigns) of the **ONE PART**,

AND

EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED (CIN: U45202KA2007PTC043869), (PAN: 4ABCE8596R), a private limited company incorporated under the Indian Companies Act, 1956, and having its registered office at 2nd Floor, Sobha Pearl, No.1, Commissariat Road, Bangalore 560025, represented by its Senior Vice President, M. R. Diwakar, aged about 51 years, s/o late Mr. M C Ramamurthy, married, service, Indian National, r/o E-204, Kausal Baugh Cross, Pune duly authorized vide Resolution dated 30-03-2017, holding Pan Card No. ADIPD0230C and Aadhaar Card No. 391072616004, hereinafter called as the "PURCHASER", (which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns) of the **OTHER PART**,

WHEREAS,

- a. The eastern half of the entire property admeasuring 1,63,324.00 square meters of the property bearing Survey No.13/1, 14/1 and 15/1 owned by the Owner who purchased the same by Deed of Sale dated 02/05/2008, registered in the Office of the Sub-Registrar of Thas at Panaji, Goa, under Registration No.1434 at pages 88 to 125 at Book No.1, Volume No.1956 on 06/05/2008 from its erstwhile owner M/s. Enterprise Value Enhancement (India) Private Limited, in favour of the Purchaser therein.



[Signature] *[Signature]*

- (3)
- b. Vide Order dated 11/11/2008, passed by Dy. Collector and S.D.O. at Panaji, in Case No. LND/PART/158/2008, separated area admeasuring 1,13,468 from property bearing Survey No. 13/1 and was allotted separate survey no. 13/1-C,
- c. Accordingly, the name of the Owner stands recorded in the Form I & XIV in respect of the said property bearing Survey No.13/1-C admeasuring 1,13,468.00 square meters as Occupant thereof,
- d. The Collector, North Goa District, Panaji, Goa, *vide* Conversion Sanad No. RB/CNV/TIS/15/2009 dated 11/11/2009, granted permission for conversion of area admeasuring 1,41,641 square meters of the property bearing Survey No.13/1-C, 14/1-B and 15/1-B from agricultural into residential use,
- e. By Agreement to Sell dated 29.12.2016, registered with the Sub.Registrar, at Document Serial No.3060/16 on 30.12.2016, the Owner already agreed to sell the portion admeasuring (i) 44,415.00 sq.mt. (which includes an area under ODP Road abutting S4 Zone admeasuring 2,475.00 sq.mt.), and (ii) 5,713.00 sq.mt. under A2, thus aggregating to 50,128.00 sq.mt. lying on west out of Survey No.13/1C situate at Panelim, Taluka Tiswadi, District North Goa, State of Goa, unto the Purchaser herein,
- f. Pursuant to negotiations taken place between the parties hereto, the Owner by this instrument agreed to sell, assign, convey and otherwise agreed to absolutely transfer all that portion admeasuring 63,340.00 sq.mt. under S1, lying on East out of Survey No.13/1C situate at Panelim, Taluka Tiswadi, District North Goa, State of Goa, more particularly described in the SCHEDULE written herein and delineated in the map annexed hereto (hereinafter *collectively* referred to as the "LAND"), unto and in favour of the Purchaser herein, for and at the lump sum price payable by the Purchaser to the Owner, as hereinafter mentioned, on the following terms and conditions.

NOW, THIS AGREEMENT TO SELL WITNESSETH:

1. The Owner hereby agrees to sell, assign, transfer and otherwise convey the said Land (described in the SCHEDULE written herein and delineated in the map annexed hereto), to and in favour of the Purchaser, and the Purchaser accordingly, agrees to acquire and purchase the said Land from the Owner for






and at the lump sum, all inclusive price of Rs.80,00,00,000/- (eighty crore only), in full accord and satisfaction, subject to the terms herein.

2.

- (a) In consideration thereof, the Purchaser partly paid, and agrees to pay the balance thereof, to the Owner, and the Owner accepted/ agrees to accept from the Purchaser the said price of Rs.80,00,00,000/- (thirty crore only), as under:

Sr.	Amount (Rs)	Particulars
1	Rs. 4,00,00,000/-	Paid by the Purchaser at the time of registration by demand draft bearing No. 061003 dated 20 th April 2017 issued on Axis Bank, Panjim, Goa to, in favour of and in the name of Owner, receipt of the amount whereof, is hereby acknowledged by the Owner.
2	Rs. 95,00,000/-	Paid by purchaser duly drawn crossed cheque No 363782 dated 27.04.2017, to, in favour of and in the name of Owner, receipt of the amount whereof, is hereby acknowledged by the Owner.
3	Rs. 4,04,041/-	1% TDS u/s 194-IA of the Income Tax Act, 1961
4	Rs 4,95,00,000/-	Payable by the Purchaser to the Owner, within 45 days from date of execution hereof
5	Rs.5,00,000/-	The Purchaser shall deduct 1% TDS u/s 194-IA of the Income Tax Act, 1961 of the aforesaid amount and deposit in Government treasury.
6	Rs. 4,95,00,000/-	Payable by the Purchaser to the Owner, within 90 days from date of execution hereof
7	Rs.5,00,000/-	The Purchaser shall deduct 1% TDS u/s 194-IA of the Income Tax Act, 1961 of the aforesaid amount and deposit in Government treasury.



[Signature]

8	Rs. 14,85,00,000/-	Payable by the Purchaser to the Owner, within 180 days from date of execution hereof
9	Rs. 15,00,000/-	The Purchaser shall deduct 1% TDS u/s 194-IA of the Income Tax Act, 1961 of the aforesaid amount and deposit in Government treasury.
10	Rs. 50,00,00,000/-	Balance amount payable by the Purchaser to the Owner within six months from date of execution hereof, as hereinafter mentioned
	Rs. 80,00,00,000/-	Total (eighty crore only) price

- (b) The Purchaser shall together with the Owner open and maintain an 'escrow account' in any nationalized and/or schedule bank as may be mutually decided by them, within a period of 30 (thirty) days from the date hereof. The parties hereto therefore, shall take appropriate steps with the bankers for this purposes and execute all required documents in that behalf with such banker. This shall be the essence of this agreement.



(c)

Out of the sale amount deposited in the said designated 'escrow account' an amount equivalent to 30% shall be directly transferred to and in favour of the Owner. Appropriate authorization shall be issued by the concerned bank where such an 'escrow account' shall be maintained for such direct payment.

(d)

The arrangement agreed to herein, shall be the essence of this agreement and shall be irrevocable. It shall continue till said balance purchase price stands paid to the Owner.

(e)

Notwithstanding anything contained above, the Purchaser agrees to make payment of the entire agreed price six months from date of execution hereof subject to extension of not more than 12 (twelve) months therein, if so sought by the Purchaser.

(f)

In the event of failure on the part of the Purchaser to pay the entire agreed price of the said Land to the Owner, the Owner shall be entitled to all remedies available to it in law, including termination of this agreement, without prejudice to the rights of the Owner to claim interest on the outstanding

amount @ 18 % per annum for any delay after six months from date of execution hereof.

- (g) Upon receipt of the Balance purchase price, the Owner shall deliver possession of the said Land in favour of the Purchaser and/or any person claiming through it as the absolute owner, simultaneously on execution and registration of the Sale Deed stipulated herein. The Owner has permitted the Purchaser to enter upon the said land for the purpose of its development construction of buildings and other ancillary matters pertaining thereto entirely at its own risk and consequences only as a licensee..

[Signature]
[Signature]

3. The Owner declared and assured the Purchaser, and the Owner also covenants that:

- (a) The Owner alone is entitled to the said Land and to dispose the same of by this indenture to and in favour of the Purchaser, and except the Owner, no other person has any rights, title, interest or claims relating thereto, or any part thereof,

- (b) The Purchaser shall be entitled to the common access through 12.00 meter wide road running east to west, located somewhat in the middle portion of the east of the larger land lying in Zone S1 of Survey No. 13/1C at Panelim, Taluka Tiswadi, District Goa, as shown in map annexed hereto.



- (c) The said Land is free from any other encumbrances and is marketable,
- (d) The Owner has not done any act or omission resulting into or have neither mortgaged nor gifted nor sold nor leased nor parted possession with nor created any third party interest in or relating to or over the said Land or any part thereof, nor agreed expressly or impliedly to do so,
- (e) The said Land is neither requisitioned nor acquired nor reserved, for any other purposes, nor the notices thereof, have been received by the Owner, nor the same have been notified for the same, under any of the statute,
- (f) There is no impediment or obstruction of any nature either by acts of the Owner or under any statute, rules, regulations or orders of any courts for the Owner to execute this indenture,

[Signature] *[Signature]*

(g) All outgoings levied on the said Land after the execution of this agreement, under any statute/ enactment/ rules/ regulations/ any contract, have been agreed to be borne and paid by the Purchaser.

4. Notwithstanding anything contained anywhere in this agreement, in the event of breach of any of the terms and conditions of this agreement by any of the parties, the aggrieved party shall be entitled to specific performance from the other, without prejudice to any other remedy available to such aggrieved party in law, including right to terminate this Agreement.

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

(b) All expenses of this agreement, including the stamp duty, registration fees and incidentals thereon, have been borne by the Purchaser, and the Purchaser agrees to bear all such expenses required for execution of the conveyance agreed to herein.

(c) Stamp duty particulars: The market value of the said property is 80,00,00,000/- (Rupees Eighty Crores and stamp duty of Rs. 2,32,00,000/- (Rupees Two Crores Thirty Two Lakhs only) is affixed herewith.

6. The possession of the said property is not handed over to the Purchaser and shall be handed over subject to compliance under clause 5 (a) of this Agreement.

SCHEDULE

(Description of the said "LAND")

All that portion admeasuring all that portion admeasuring 63,340.00 sq.mt. under S1, lying on east out of Survey No.13/1C known as "ANEXIO DO OITEIRO" or "GAUCHM XIR E FUXAL GALE", situate at Panelim, Taluka Tiswadi, District North Goa, State of Goa, within the limits of Registration

District of North Goa, Sub-Registration Taluka Panjim, and Gram Panchayat of village Panelim, and which is bounded by as follows:

East	:	6.00 meter wide Road
West	:	Survey No. 13(part)
North	:	15.00 meter wide D.P. Road
South	:	Panjim old Goa Highway

Together with basic FAR/FSI originating therefrom and additional FAR/FSI as may be permissible under concern regulations and together with easement, appurtenances, ingress, egress, and ancillary rights thereto.



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

NAIKNAVARE CONSTRUCTIONS PRIVATE LIMITED

represented by its duly authorized (BoD Resolution dated 13.04.2017) director

Hemant Dattaji Naiknavare

For Naiknavare Constructions Pvt. Ltd.



Director



EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED

represented by its duly authorized signatory **M. R. Diwakar**

(Purchaser)

For EXPAT PROJECTS & DEVELOPMENT PVT. LTD.


Authorized Signatory







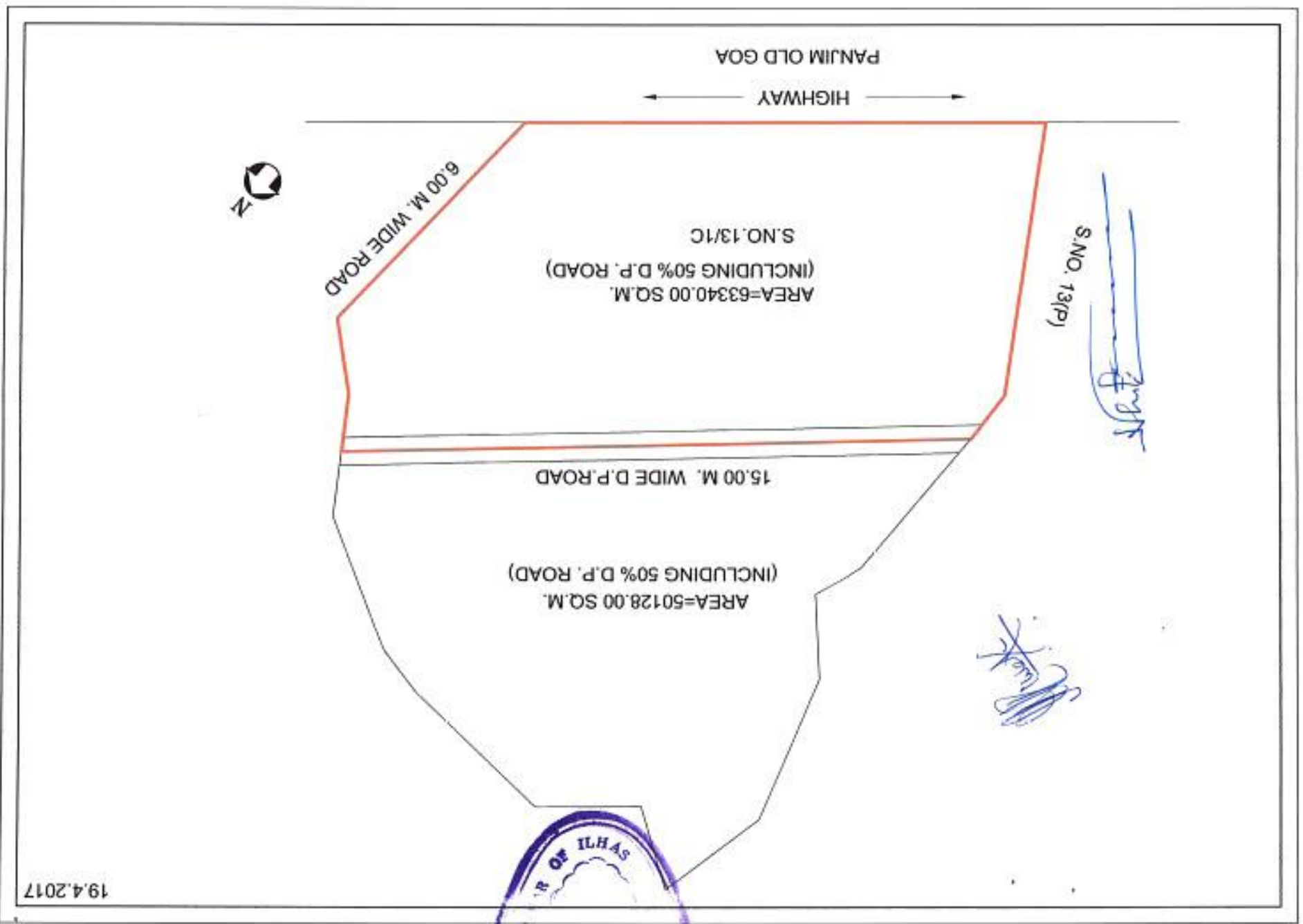
In the presence of

1. Name Anant Kirlekar
Address Askawadco, Mandrem, Pernem, Goa



2. Name Deepak Teli
Address Mercos, Tiswadi, Goa







Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 21-04-2017 11:10:30 AM

Document Serial Number : 961

Presented at 10:46:00 AM on 21-04-2017 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	280.00
	Total :	780.00

Stamp Duty Required: 23200000.00 Stamp Duty Paid: 23200000.00

M. R. Diwakar presenter

Name	Photo	Thumb Impression	Signature
M. R. Diwakar, S/o Late M. C. Ramamurthy , Married, Indian, age 51 Years, Service, r/o E-204, Kausal Baugh Cross, Pune-411026 PAN No. ADIPD0230C. Co. PAN No. AABCE8596R. Senior Vice President of Expat Projects & Development Private Limited, Bangalore, vide resolution dated 30/03/2017			 For EXPAT PROJECTS & DEVELOPMENT PVT. L

Executant

Endorsements

1. Hemant Naiknavare, S/o Datta ji Naiknavare, Married, Indian, age 57 Years, Business, r/o 108, Sonejai, 15th Lane, Prabhat Road, Pune-411004 PAN No. ABWPN0414A. Co. PAN No. AACCN5572F. Director of Naiknavare Constructions Private Limited, Pune, vide resolution dated 13/04/2015

Photo	Thumb Impression	Signature
		 For Naiknavare Constructions Pvt. Ltd. Director

2. M. R. Diwakar, S/o Late M. C. Ramamurthy, Married, Indian, age 51 Years, Service, r/o E-204, Kausal Baugh Cross, Pune-411026 PAN No. ADIPD0230C. Co. PAN No. AABCE8596R. Senior Vice President of Expat Projects & Development Private Limited, Bangalore, vide resolution dated 30/03/2017

Photo	Thumb Impression	Signature
		 EXPAT PROJECTS & DEVELOPMENT PVT LTD. Authorized Signatory

Identification

Sr No.	Witness Details	Signature
1	Manoj P. Karkera , S/o Prabhakar Karkera, Married, Indian, age 40 Years, Advocate, r/o H.No. 62, Goa Housing Board Colony, Madel, Tivim, Bardez-Goa	

AR
TDS amount of Rs. 404041/- paid on 19/04/2017, vide State Bank of India, online
Scanned By:-

Sub-Registrar
PDS - REGISTRAR
P.T.A.

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Book-1 Document
Registration Number PNJ-BK.1-00897-2017
CD Number PNJD56 on
Date 21-04-2017

Sub-Registrar (Ilhas/Tiswadi)

Scanned By:-

Signature:-

SUB - REGISTRAR
ILHAS

Designed and Developed by C-DAC, ACTS, Pune

