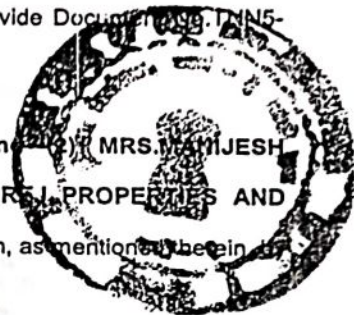


(1) MR. DHRUV JITENDRA PANDYA age 30 years Indian Inhabitant, residing at – Flat No.13, Janki Smruti, Sarojini Naidu Road, Mulund (W), Mumbai-400080, hereinafter called the "TRANSFEE" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS (1) MR. NAVNEET SINGH KATHURIA and (2) DR.MRS. HARPREET KAUR KATHURIA, have purchased Flat No.4D on Fourth Floor admeasuring 40.63 Sq.Mtrs. Carpet area area in Building known as HOLLY of EDENWOODS HOLLY HOUSE CO-OPERATIVE HOUSING SOCIET LIMITED, situated at Lady Gladys Alvares Marg, Off. Pokhran Road No.2, Thane (W)-400610 which hereinafter is referred to as the "SAID FLAT" (more particularly described in the schedule annexed hereafter) from (1) MR.ROHINTON KAIKHUSHRU IRANI and (2) MRS.MANIJESH ROHINTON IRANI, vide Agreement for Sale dated 13th December 2002, which was registered under Sub-Registrar Assurance, Thane vide Document No. TNA5-6575/2002, dated 13.12.2002.

AND WHEREAS (1) MR.ROHINTON KAIKHUSHRU IRANI and (2) MRS.MANIJESH ROHINTON IRANI, have purchased the said flat from M/S. GODREJ PROPERTIES AND INVESTMENTS LIMITED the COMPANY, for a lumpsum consideration, as mentioned herein in virtue of an Agreement dated 9th March 1992.



AND WHEREAS the Transferors are holding Original Share Certificate No.14 bearing Distinctive Nos. from 066 to 070 issued by EDENWOODS HOLLY HOUSE CO-OP. HSG. SOCIETY LTD., bearing Registration No.TNA/(TNA)/ HSG/(TC)/8176/96-97 DATED 14th June 1996 (hereinafter known the "SAID SOCIETY").

NOW IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Transferee has agreed to accept all the rights, title and interests of the Transferors in the said Share Certificate as also in respect of the Said Flat with all its assets and deposits. The Transferors transfer and assign to the Transferee all their rights, title and interests, claims, demands and benefits in respect of the Said Flat and Shares for a total consideration of Rs.24,50,000/- (Rupees Twenty Four Lakhs Fifty Thousand Only).

The detail of the payment schedule is as under :

Handwritten notes and stamps in the right margin, including a rectangular stamp with text and a signature.

N. Singh

H. Kaur

D. Pandya

a) Rs.51,000/- (Rupees Fifty One Thousand Only) paid by Cheque No.000032 dated 05.05.09 drawn on HDFC Bank, Lake City Mall, Thane (W) as Earnest Money.

b) Rs.3,19,000/- (Rupees Three Lakhs Nineteen Thousand Hundred Only) paid by the following two Cheque Nos. as part payment

Rs.2,00,000/- (Rupees Two Lakhs Only) paid by Cheque No 000037 dated _____ drawn on HDFC BANK LTD City Mall, Thane (W).

Rs.1,19,000/- (Rupees One Lakh Nineteen Thousand Only) paid by Cheque No 000042 dated _____ drawn on HDFC BANK LTD City Mall, Thane (W).

c) Rs.20,80,000/- (Rupees Twenty Lakhs Eighty Thousand Only) will be paid within 15 days from the date of Agreement Registration through Financial Institution / Loan as a Full & Final payment by the Transferee.

That as the Transferors at the time of purchase of the above said flat had taken a loan of Rs.9.0Lacs from IDBI Bank in 2002 and the said loan is still in balance. As on date the outstanding loan amount of the Transferors is approx Rs.8.0lacs. Therefore, the Transferee have agreed to adjust and/or have the said loan of Transferors directly through their bank to the Transferor's bank. Hence, after clearing the said loan, the balance amount shall be paid by the Transferee to the Transferors towards their full and final Settlement amount.

- On realization of the full and final payment, the Transferee shall be entitled to use and take possession of the said Flat and the Transferors shall have no claim of whatsoever nature against the Transferee in respect of the said Flat. The entire transaction should be completed on or before 25 days and the possession of the Flat will be handed over to the Transferee after the realization of the cheques of full and final payment.
- The Transferors shall execute all papers, forms, declarations, documents etc. as required by the said Society and as per law in favour of the Transferee for the effective transfer of the said Flat alongwith Ownership rights and other interests in the said Society in respect of the said Flat, immediately from the date of the realization of the full consideration amount, paid to the Transferors by the Transferee.

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[Signature]

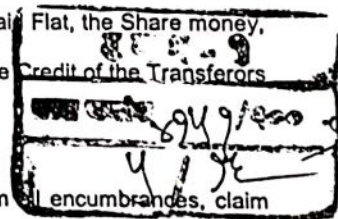
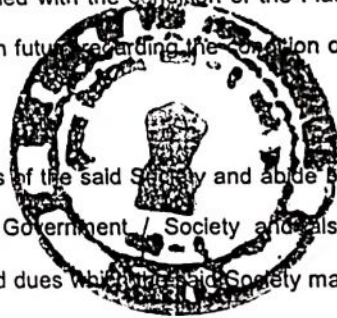
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H. Kaus
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4. The Transferors bank will handover the original documents to the Transferee's bank on realization of the dues from the Transferee's bank. The Transferor shall obtain a **NO OBJECTION LETTER** from the said Society.
5. The Transferors shall arrange to obtain a Certificate from the Society that the monthly dues till possession of the said Flat to the Transferee, in respect of the said Flat for maintenance, repair charges, taxes, common electricity and other outgoings have been cleared by the Transferors. After the date of possession, the Transferee shall be liable to pay to the Society all such outgoings in respect of the said Flat and thereafter the Transferors will not be responsible for any such transactions.
6. The Transferee agree to pay Stamp Duty, Registration Charges and Society Membership fee. Society transfer charges will be borne by Transferors and Transferee in equal proportion.
7. The Transferors will not enter into any transaction hereafter affecting the said Flat and/or the shares with any one else.
8. The Transferee has inspected the said Flat and satisfied with the condition of the Flat. The Transferors are not liable to answer any queries in future regarding the condition of the said Flat.
9. The Transferee hereby agree to become the members of the said Society and abide by the Act, Rules, Regulations and Bye-laws of the Government / Society and also undertake to pay all contributions, costs, demands and dues which said Society may make hereinafter in respect of the said Flat from time to time.
10. Both the parties understand that the consideration amount hereinabove mentioned is for transfer of all the said ownership rights, titles, interests of the said Flat, the Share money, inclusive of all deposits, sinking funds etc. lying and being at the credit of the Transferors in the books of the society as on the date of possession.
11. The Transferors hereby declare that the said Flat is free from all encumbrances, claim and demands whatsoever except their loan from IDBI Bank and that they are fully entitled to deal with or dispose off the same and undertake to keep the Transferee indemnified in this behalf. The Transferors hereby declare and confirm that the said Flat absolutely belongs to them and they have not created any gift, lease, mortgage, charges, lien or encumbrances on the said Flat or the said Shares except their above said loan



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H. Kumar

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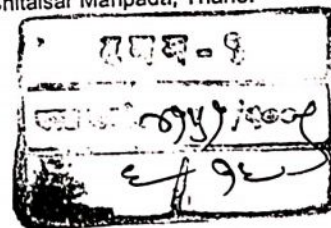
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and that these are free from all gift, lease, loan, mortgage, charges, lien, encumbrances or attachment of any statutory authority or otherwise and there is no litigation, stay or any legal proceedings with regard to the said Flat in any Court of Law or with Municipality or Housing Society except above said loan from IDBI Bank.

12. The Transferors hereby covenant with the Transferee that they had in themselves good rights, full powers and absolute authority to sell, transfer and assign the benefits of the said Agreement and the said Flat to the Transferee in the manner aforesaid.
13. The Transferors undertake to intimate to the said society about this transfer and also give constructive possession of the said Flat to the Transferee.
14. The Transferors have agreed to pay the Electrical Charges till the time of possession considering the consumption of electricity as recorded by electric meter to the Transferee.
15. This agreement is executed as per the provisions of the Maharashtra Ownership Flats (Regulation/Promotion of Construction, Sale, Management & Transfer) Act, 1963.
16. Both the parties agree herewith to abide and follow the above terms and conditions to settle and close the deal amicably.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT residential premises being Flat No.4D on Fourth Floor admeasuring 100 Sq. Mts. Carpet area in Building known as HOLLY of EDENWOODS HOLLY HOUSE CO-OPERATIVE HOUSING SOCIETY LIMITED, situated at Lady Gladys Alvares Marg, Off. Pokhran Road No.2, Thane (W)-400610 standing all those pieces of parcels of land or ground situated at Village Chitalsar, Manpada Thane District constructed on plot of land bearing Gut No.56, Hissa No.2, 3, 4A, 5A & 6, lying, being and situated at Village Chitalsar Manpada, Thane.



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H. Kano.

[Handwritten signature]

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

SIGNED, SEALED AND DELIVERED by)

the withinnamed "TRANSFERORS")

(1) MR. NAVNEET SINGH KATHURIA)

(2) DR. MRS. HARPREET KAUR KATHURIA)

in the presence of)

1. Dharmesh. P. Chauhan *D.P. Chauhan*

2. Forum. D. Pandya *F. Pandya*

Navneet Singh



H. Kaur

F. Pandya

SIGNED, SEALED AND DELIVERED by)

the withinnamed "TRANSFeree")

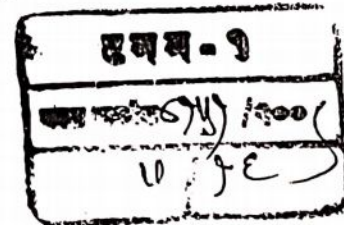
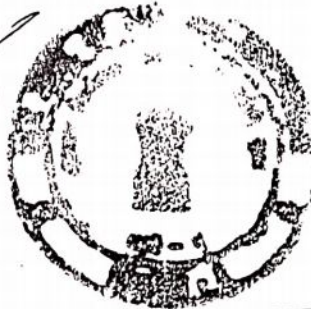
(1) MR. DHRUV JITENDRA PANDYA)

in the presence of)

1. Dharmesh. P. Chauhan *D.P. Chauhan*

2. Forum. D. Pandya *F. Pandya*

D. Pandya



RECEIPT

RECEIVED with thanks from (1) MR. DHRUV JITENDRA PANDYA a total sum advance of Rs.3,70,000/- (Rupees Three Lakhs Seventy Thousand Only), as a Part Payment in respect of the sale of Flat No.4D on Fourth Floor admeasuring 40.63 Sq.Mtrs. Carpet area area in Building known as HOLLY of EDENWOODS HOLLY HOUSE CO-OPERATIVE HOUSING SOCIETY LIMITED, situated at Lady Gladys Alvares Marg, Off. Pokhran Road No.2, Thane (W)-400610, in the following manner :

- a) Rs.51,000/- (Rupees Fifty One Thousand Only) paid by Cheque No.000032 dated 05.05.09 drawn on.HDFC Bank, Lake City Mall, Thane (W).
- b) Rs.2,00,000/- (Rupees Two Lakhs Only) paid by Cheque No.000037 dated _____ drawn on HDFC BANK LTD City Mall, Thane (W).
- c) Rs.1,19,000/- (Rupees One Lakh Nineteen Thousand Only) paid by Cheque No 000042 dated _____ drawn on HDFC BANK LTD City Mall, Thane (W).

WE SAY RECEIVED

Rs.3,70,000/-



(1) MR. NAVNEET SINGH KATHURIA

(2) DR. MRS. HARPREET KAUR KATHURIA

TRANSFERORS

WITNESSES:

1. NAME: Dharmesh Pichawan SIGN D.P. Ch

2. NAME: Forum D. Pandya SIGN fopandya