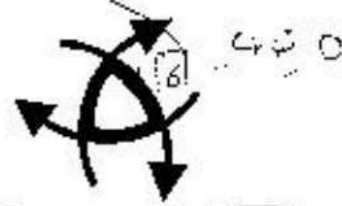


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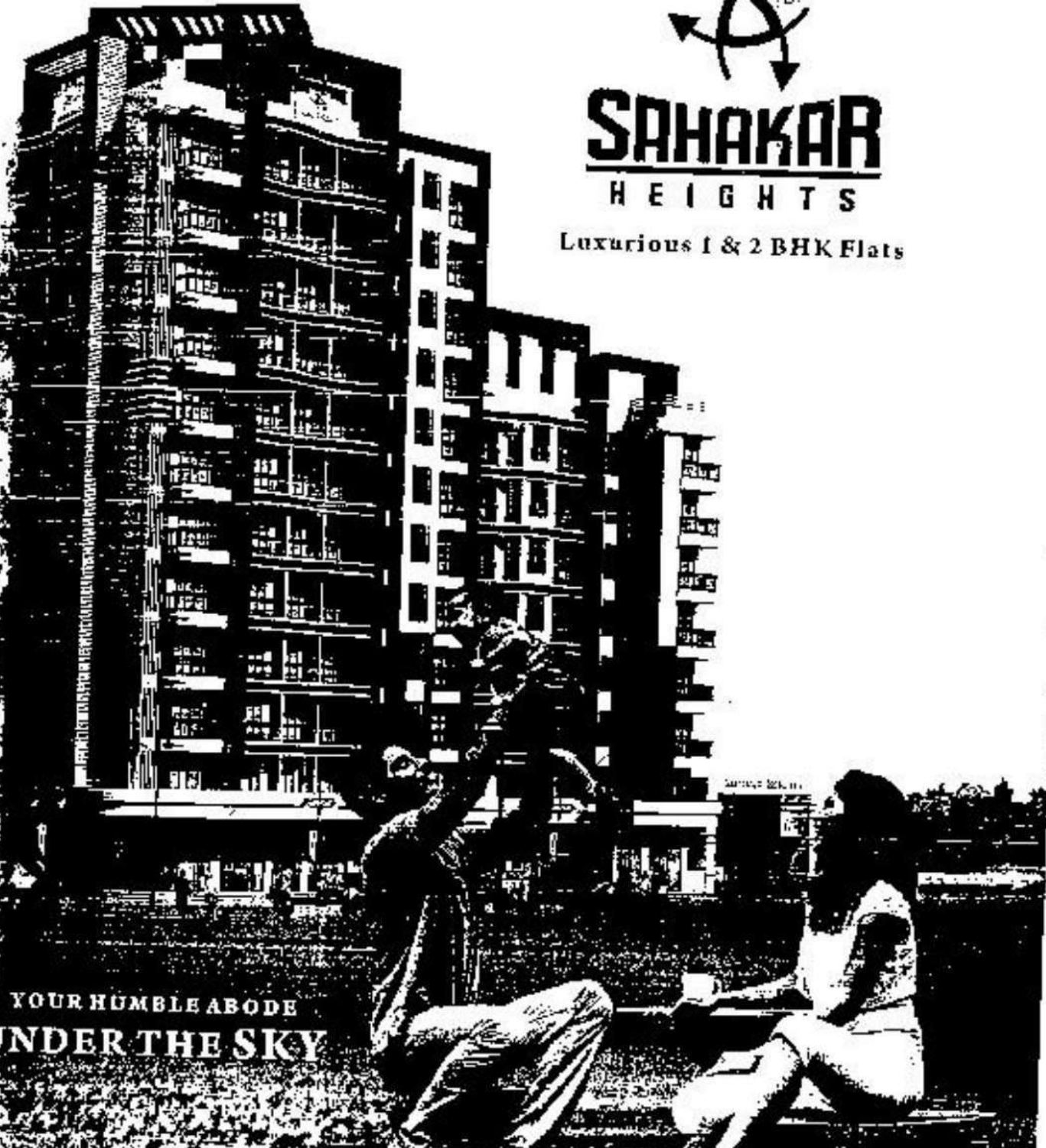
AGREEMENT FOR SALE

1303/23



SAHAKAR HEIGHTS

Luxurious 1 & 2 BHK Flats



YOUR HUMBLE ABODE
UNDER THE SKY

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14038632948967

Bank/Branch: IDKL - 6913341/Thane/28
 Pan. No: 65117594
 POC Name: CS JON-2015/14/11/07
 Chall. No: 49_03332719060950845
 District: 205 THANE

Stationery No: 1401661094E007
 Print. Ref. No: 49 Jan 2015/10.43/01
 SPAS Ref: YH0014854742015169
 Office Name: 10R12-DRUG TRAFFIC

StDuty Schm: 0030048401-75/STAMP DUTY
 StDuty Amt: R 2,04,000/- (Rs Two, Zero Four, Zero Zero Zero only)

RgnFee Schm: 0030053301-70/Registration Fee
 RgnFee Amt: R 33,000/- (Rs Three Zero, Zero Zero Zero only)

Article: B5 Agreement to sell/Transfer/Assignment
 Prop Nvblty: Immovable
 Prop Descr: FLAT NO 1105, 11 WING 11TH FLOOR SAHAKAR, BRIGHTON, MIRARONI EAST, NAVSAR
 R. THANE Maharashtra, 401107
 Consideration: R 14,00,000/-

Duty Payor: PAB-ADCH46003, KUTUBUDIN F BOOIWALA
 Seller: PAB-AP0815018, MS SAHAKAR INFRACORPORATIONS PVT LTD

Bank official Name & Signature

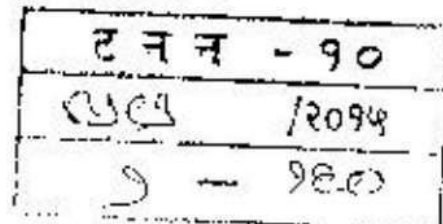
S. P. Dived...

Bank official Name & Signature

Chal D...
 Chal D... विक्रम डिकर

Space for customer/office use

code site below this line



P. B. D...

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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Bhayander, this 11th
day of JUNE, 2015.

BETWEEN

M/s. SAHAKAR INFRACON PROJECTS PRIVATE LIMITED, a Private Limited Company, incorporated under the Companies Act, 1956, having its office at 8/8, Dayabhai Compound, Opp. Petrol Pump, S. V. Road, Malad (West), Mumbai – 400 064, hereinafter referred to as the "BUILDER/PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the said Company and its successors and permitted assigns) of the ONE PART;

AND

SHRI/SMT. M/S. KUTBUDDIN & IBRAHIM BOOTWALA

having address at A 203 BABJI PALACE
NEAR. KASHI WISHWANATH MANDIR, R.N.P PARK
BHAYANDER (EAST) THANE-401105

hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include each/their respective heirs, executors, administrators, successors and

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WHEREAS originally one Shri Shivram Budhaji Patil was the owner of land bearing Old Survey No 300, Hissa No. 2(Part), New Survey No.45, Hissa No.2/A, admeasuring 2560 sq meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation. (hereinafter referred to as "the Said First property")

AND WHEREAS the said Shri Shivram Budhaji Patil died intestate leaving behind him, his two married daughters namely Smt. Chandrakala Harishchandra Patil and Smt. Meena Premnath Raut and a son by name Shri Parshuram Shivram Patil, as his heirs and legal representatives entitled to the estate of the deceased including the said first property

AND WHEREAS Shri Parshuram Shivram Patil. died intestate leaving behind his widow by name Smt. Prema alias Premabai Parshuram Patil, a son by name Shri Mahesh Parshuram Patil and four married daughters namely Smt. Bhamini Bhalchandra Patil, Smt. Deenaksh alias Meenakshi Hareshwar Patil, Smt. Manjula Rajendra Patil and Smt. Karuna Prakash Patil, as his heirs and legal representatives entitled to the undivided right, title interest and share in the said first property.

AND WHEREAS Smt. Karuna Prakash Patil, died intestate leaving behind her two married daughters namely Smt. Pratibha Kamalakar Gharat and Smt. Kalpita Amrut Devikar. as her heirs and legal representatives entitled to the undivided right, title, interest and share in the said first property.

AND WHEREAS in the premises aforesaid, the said Shri Mahesh Parshuram Patil, Smt. Prema alias Premabai Parshuram Patil, Smt. Chandrakala Harishchandra Patil, Smt. Meena Premnath Raut, Smt. Bhamini Bhalchandra Patil, Smt. Deenaksh alias Meenakshi Hareshwar Patil, Smt. Manjula Rajendra



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Patil, Smt. Pratibha Kamlakar Gharat and Smt. Kalpita Amrut Devtekar. became the joint owners of the said first property

AND WHEREAS by an Agreement for Sale cum Development, dated 8th September, 2004, the said Shri Mahesh Parshuram Patil, Smt. Prema alias Premabai Parshuram Patil, Smt. Meena Premnath Raut, Smt. Bhamini Bhalchandra Patil, Smt. Deenakshi alias Meenakshi Hareshwar Patil, Smt. Manjula Rajendra Patil and Smt. Karuna Prakash Patil (since deceased) had agreed to sell their undivided right, title and interest in the said first property to Shri Rajkumar Omprakash Sharma, at the price and on the terms and conditions stipulated therein

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 8th September 2004, the said Shri Mahesh Parshuram Patil, Smt. Prema alias Premabai Parshuram Patil, Smt. Meena Premnath Raut, Smt. Bhamini Bhalchandra Patil, Smt. Deenakshi alias Meenakshi Hareshwar Patil, Smt. Manjula Rajendra Patil and Smt. Karuna Prakash Patil (since deceased) had also executed an Irrevocable General Power of Attorney in favour of Shri Rajkumar Omprakash Sharma, conferring upon him several powers inter-alia power to sell the said first property to the person or persons of his choice.

AND WHEREAS by an Agreement, dated 28th October, 2005, the said Shri Rajkumar Omprakash Sharma had agreed to sell all his right, title and interest in the said first property to Shri Mahesh Ratanlal Agarwal, at the price and on the terms and conditions stipulated therein.

AND WHEREAS by an Agreement, dated 19th October, 2006, registered in the office of Sub-Registrar of Assurance at Thane under No. NN-4108779/2006, dated 19th October 2006 the said Smt. Chandrakala Harishchandra Patil had agreed to sell her undivided right, title, interest and share in the said first



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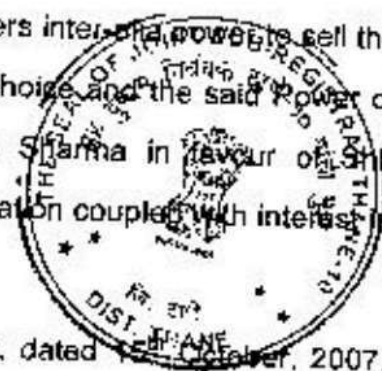
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property to the said Shri Rajkumar Omprakash Sharma. at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 19th October, 2006, the said Smt. Chandrakala Harishchandra Patil had executed an Irrevocable General Power of Attorney, dated 19th October, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/08774/2006, dated 19th October, 2006, in favour of the said Shri Rajkumar Omprakash Sharma, conferring upon him several powers inter-alia power to sell her undivided share in the said first property to the person or persons of his choice.

AND WHEREAS the said Shri Rajkumar Omprakash Sharma had executed an Irrevocable General Power of Attorney, dated 22nd November, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/10283/2006, dated 12th December, 2006, in favour of the said Shri Mahesh Ratanlal Agarwal, conferring upon him several powers inter-alia power to sell the said first property to the person or persons of his choice and the said Power of Attorney executed by Shri Rajkumar Omprakash Sharma in favour of Shri Mahesh Ratanlal Agarwal was for valuable consideration coupled with interest in the said property.



AND WHEREAS by a Agreement for Development, dated 12th October, 2007, registered in the office of Sub-Registrar of Assurance, Thane, under Sr. No. TNN-4/11246/2007, the said Smt. Prema Parshuram Patil, Smt. Bhamini Bhalchandra Patil, Smt. Deenakshi alias Moenakshi Hareshwar Patil, Smt. Manjula Rajendra Patil, Shri Mahesh Parshuram Patil, Smt. Pratibha Kamalakar Gharat, Smt. Kalpita Amrut Devlekar and Smt. Meena Promnath Raut, had also agreed to grant the development right in respect of their undivided share in the said first

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property, to M/s. Midland Builders, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Development, dated 15th October, 2007, the said Smt. Prema Parshuram Patil and others had also executed an Irrevocable General Power of Attorney in favour of partners M/s. Midland Builders, conferring upon them several powers inter-alia power to develop the said first property.

AND WHEREAS subsequent to the agreements executed by and between the parties thereto in respect of the said first property, the said Smt. Prema (alias Premabai) Parshuram Patil Smt. Chandrakala Harishchandra Patil, Smt. Meena Premnath Raut, Smt. Bhamini Bhalchandra Patil, Smt. Deenakshi alias Meenakshi Hareshwar Patil, Smt. Manjula Rajendra Patil, Smt. Pratibha Kamfakar Gharat and Smt Kalpita Anrut Devlekar with the consent and confirmation of Shri Mahesh Ratanlal Agarwal sold, transferred and conveyed the said first property to Shri Vinay Mahesh Agarwal, being the nominee and son of Shri Mahesh Ratanlal Agarwal, vide a Deed of Conveyance dated 24th September, 2009, registered in the office of Sub-Registrar of Assurance, Thane, under Sr. No. TNN-7/5161/2010, for the consideration mentioned therein.

AND WHEREAS by a Agreement for Sale cum Development, dated 27th October, 2010, registered in the office of Sub-Registrar of Assurance, Thane, under Sr. No. TNN-7/8979/2010, the said M/s. Midland Builders, agreed to grant the developments rights in respect of the said first property to Shri Shakendra Vardhman Chhajed, proprietor of M/s Mahi Builders, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 27th October, 2010, the said M/s. Midland Builders, had also executed an Irrevocable General Power of Attorney in favour of Shri. Shaker...



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yes
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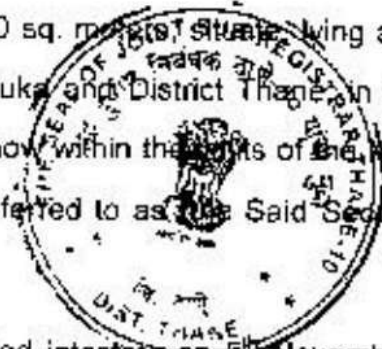
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Vardhman Chhajed, proprietor of M/s. Mahi Builders, conferring upon them several powers inter-alia power to develop the said first property, by constructing buildings thereon.

AND WHEREAS in view of the aforesaid facts, there was dispute and differences between the said Shri Vinay Mahesh Agarwal and Shri Shakendra Vardhman Chhajed, proprietor of M/s. Mahi Builders in respect of the said first property and in order to put an end to the dispute and differences cropped up between the parties thereto, the said Shri Vinay Mahesh Agarwal sold, transferred and conveyed the said first property to the said Shri Shakendra Vardhman Chhajed, proprietor of M/s. Mahi Builders vide a Deed of Conveyance, dated 29th November, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/09794/2010, for the consideration mentioned therein.

AND WHEREAS originally one Mr. J.V. Daniel Vaz was the owner of several property inter-alia land bearing Old Survey No. 300, Hissa No. 1 (Part), New Survey No. 45, Hissa No. 1/B, admeasuring 3590 sq. m. ~~being and~~ being at Village Navghar, Bhayandar (East), Taluka ~~and District Thane in the~~ Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said Second Property")



AND WHEREAS the said Mr. J.V. Daniel Vaz died intestate on 5th November, 1964, leaving behind Mr. Allwin Daniel Vaz (since deceased), Mr. William Daniel Vaz, Mr. Stephen Xavier Vaz (since deceased), Mary Xavier Vaz (since deceased), Mr Morgan Xavier Vaz (since deceased) and Mrs. Maggie D'silva alias Vaz, as his heirs and legal representatives entitled to the estate of the deceased including the said second property.

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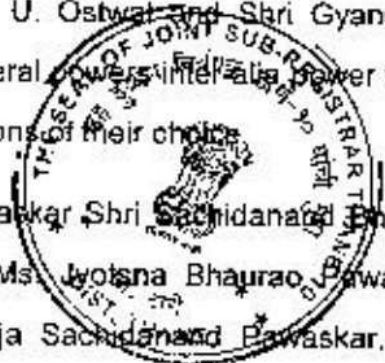
AND WHEREAS by an Agreement for Sale, dated 11th November, 1995, the said Mr. William D. Vaz and Mrs. Maggie D'silva alias Vaz had agreed to sell the said Second property to Shri Santosh R. Ghag, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 11th November, 1995, the said Mr William D. Vaz and Mrs. Maggie D'silva alias Vaz had also executed a Power of Attorney in favour of the said Shri Santosh R. Ghag, conferring upon him several powers inter-alia power to sell the said second property to the person or persons of his choice.

AND WHEREAS by an Agreement for Sale, dated 31st March, 2005, the said Shri Santosh R. Ghag had agreed to sell the said second property to Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti alias Jain, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 31st March, 2005, the said Shri Santosh R. Ghag had also executed a General Power of Attorney in favour of the said Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti alias Jain, conferring upon them several powers inter-alia power to sell the said second property to the person or persons of their choice.

AND WHEREAS Smt. Venubai Bhaurao Pawaskar, Shri Sachidanand Bhaurao Pawaskar, Mahananda Bhaurao Pawaskar, Ms. Jyotsna Bhaurao Pawaskar, Shri Mangesh Sachidanand Pawaskar, Rutuja Sachidanand Pawaskar, Mrs. Swati Sachidanand, Miss Kamakshi Sachidanand Pawaskar and Ms. Vimla Bhaurao Pawaskar were cultivating the said second property as the tenants of the late Mrs. Maggie Vaz and as such, the said Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti alias Jain had also acquired the tenancy rights in respect of the said second property from the said Smt Venubai Bhaurao Pawaskar and others vide an Agreement, dated 5th April, 2005.



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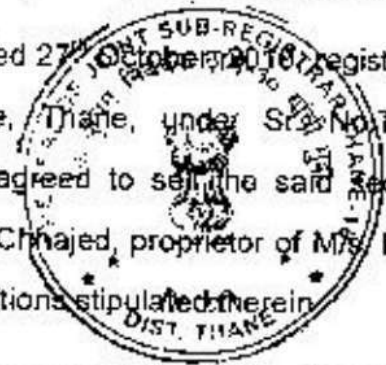
AND WHEREAS in pursuance to the said Agreement, dated 5th April, 2005, the said Smt. Venubai Bhaurao Pawaskar and others had also executed an Irrevocable General Power of Attorney in favour of the said Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti alias Jain, conferring upon them several powers inter-alia power to deal with the tenancy rights of the said Smt Venubai Bhaurao Pawaskar and others in the said second property.

AND WHEREAS by an Agreement for Sale, dated 18th December, 2007, the said Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti alias Jain had agreed to sell the said second property to M/s. Midland Builders, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 18th December, 2007, the said Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti alias Jain had also executed an Irrevocable General Power of Attorney in favour of the partners of the said M/s. Midland Builders, conferring upon them several powers inter-alia power to deal with and/or develop the said second property.

AND WHEREAS by an Agreement for Sale, dated 27th October, 2010, registered in the office of Sub-Registrar of Assurance, Thane, under SRA No. TNN-7/8979/2010, the said M/s. Midland Builders agreed to sell the said second property to the said Shri Shakendra Vardhman Chhajed, proprietor of M/s. Mahi Builders, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 27th October, 2010, the said M/s. Midland Builders, had also executed an Irrevocable General Power of Attorney in favour of the said Shri Shakendra Vardhman Chhajed, proprietor of M/s. Mahi Builders, conferring upon him several powers inter-alia power to deal with the said second property.



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AND WHEREAS originally one Mr. Francis Gomes was the owner of land bearing Old Survey No. 300, New Survey No. 45, Hissa No.1(Part), admeasuring 3670 sq. meters and Old Survey No. 300, New Survey No. 45, Hissa No. 2(Part) (2-B), admeasuring 2500 sq meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the said Third Property")

AND WHEREAS Mr. Francis Gomes died intestate leaving behind him Mr. Braz Francis Gomes, Mr. Ivy Braz Gomes, Mr. Clarence Braz Gomes, Mrs. Geraldina Clarence Gomes, Miss. Rochelle Clarence Gomes, Master Elston Clarence Gomes, Mr. Gregory Braz Gomes, Mrs. Judy Gregory Gomes, Mr. Gayner Brazer Gomes, Mrs. Joan Cabral, Mr. Rolly Gomes, Master Rueben Rolly Gomes, Mr. Sydney J. Gomes, Mrs. Dolcie Sydney Gomes, Miss Shucrona Sydney Gomes, Miss. Dolnia Sydney Gomes, Miss. Anjilica Sydney Gomes, Mr. Adrian J. Gomes, Mrs. Clotilda Adrian Gomes, Master Carlton A. Gomes, Miss. Alina A. Gomes, Mr. Donald J. Gomes, Mrs. Alica D Gomes, Miss. Diana D. Gomes, Master Aldon Donald Gomes, Mr. Hilarly J. Gomes, Mrs. Lenita Hilary Gomes, Miss. Fleur Hilary Gomes, Mr. Caesar J. Gomes, Mr. Marria Caesar Gomes, Master Clemento Caesar Gomes, Melrita Caesar Gomes, Mrs. Sun D. Misquitta, as his heirs and legal representatives entitled to the estate of the deceased including the said third property.



AND WHEREAS by an Agreement for Sale, dated 7th January, 1995, the said Mr. Braz Francis Gomes and others agreed to sell the said third property to M/s Kuber Construction Company. at the price and on the terms and conditions stipulated therein.

10/1/95
M/S KUBER CONSTRUCTION COMPANY

AND WHEREAS in pursuance to the said Agreement for Sale, dated 7th January, 1995 the said Mr. Braz Francis Gomes and others had also executed an

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Irrevocable General Power of Attorney in favour of M/s. Kuber Construction Company in respect of the third property.

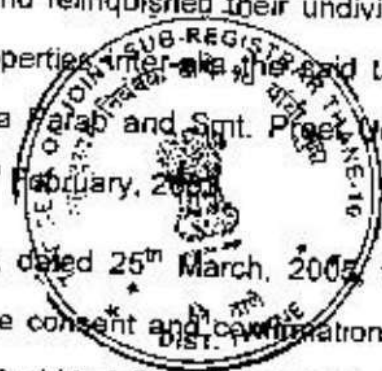
AND WHEREAS M/s. Kuber Construction Company were consisting of four partners namely Shri Uday Krishna Parab, Smt. Preet Uday Parab, Mr. Amirbhai Noorji Prasala and Mr. Zulfikar Amirbhai Prasala and by a Deed of Retirement, dated 27th April, 2003, the said Mr. Amirbhai Noorji Prasala and Mr. Zulfikar Amirbhai Prasala were retired from the said M/s. Kuber Construction Company.

AND WHEREAS on retirement of the said Mr. Amirbhai Noorji Prasala and Mr. Zulfikar Amirbhai Prasala from the partnership business of M/s. Kuber Construction Company, the said Shri Uday Krishna Parab and Smt. Preet Uday Parab became entitled to deal with several properties inter-alia the said third property, in the capacity of continuing partners of M/s. Kuber Construction Company.

AND WHEREAS the said 1) Mr. Amirbhai Noorji Prasala and 2) Mr. Zulfikar Amirbhai Prasala had also released, given up and relinquished their undivided right, title and interest in respect of several properties inter-alia the said third property in favour of the said Shri Uday Krishna Parab and Smt. Preet Uday Parab by executing a Deed of Release, dated 28th February, 2004.

AND WHEREAS by a Development Agreement, dated 25th March, 2005, the said Mr. Braz Francis Gomes and others with the consent and confirmation of Shri Amirbhai Noorji Prasala and Shri Zulfikar Amirbhai Prasala granted the development rights of the said third property to Shri Mahesh R. Mehta, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Development Agreement, dated 25th March, 2005, the said Mr. Braz Francis Gomes and others had also executed a Power of Attorney in favour of Shri Mahesh R. Mehta, conferring upon him



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several powers inter-alia power to sell the said third property to the person or persons of his choice.

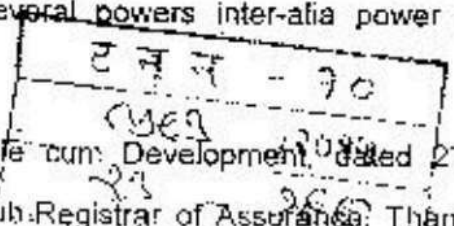
AND WHEREAS by an Agreement, dated 3rd October, 2005, the said Shri Mahesh R. Mehta agreed to sell the said third property to Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement, dated 3rd October, 2005, the said Shri Mahesh R. Mehta had also executed a Power of Attorney in favour of Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti, conferring upon them several powers inter-alia power to sell the said third property to the person or persons of their choice.

AND WHEREAS by a Development Agreement, dated 18th December, 2007, registered in the office of Sub-Registrar of Assurance, Thane, under Sr. No.TNN-4/10984/2007, executed by and between Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti had agreed to assign the development right of the said third property to M/s. Midland Builders, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Development Agreement, dated 18th December, 2007, registered in the office of Sub-Registrar of Assurance, Thane, under Sr. No.TNN-4/10984/2007, executed by and between Shri Kuldeep U. Ostwal and Shri Gyanchand Sancheti had also executed a Irrevocable General Power of Attorney, dated 18th December, 2007, in favour of the said M/s. Midland Builders, conferring upon them several powers inter-alia power to develop the said third property.

AND WHEREAS by an Agreement for Safe Development, dated 27th October, 2010, registered in the office of Sub-Registrar of Assurance, Thane,



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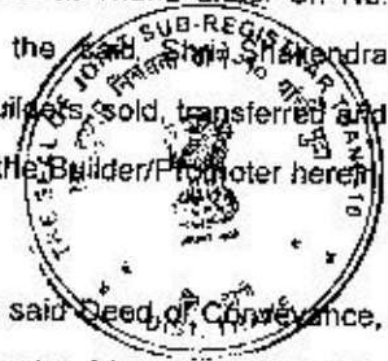
under Sr No.TNN-7/8979/2010, the said M/s. Midland Builders, in its turn agreed to sell the said third property to the said Shri Shakendra Vardhman Chhajer, proprietor of M/s. Mahi Builders, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 27th October, 2010, the said M/s. Midland Builders, had also executed an Irrevocable General Power of Attorney in favour of the said Shri Shakendra Vardhman Chhajer, proprietor of M/s. Mahi Builders, conferring upon him several powers inter-alia power to deal with the said third property.

AND WHEREAS in the premises aforesaid, the said Shri Shakendra Vardhman Chhajer, proprietor of M/s. Mahi Builders became entitled to deal with the said first, second and third property, more particularly described in the First Schedule hereunder written, by constructing buildings thereon.

AND WHEREAS by a Deed of Conveyance, dated 9th September, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/07180/2011, dated 9th September, 2011, the said Shri Shakendra Vardhman Chhajer, proprietor of M/s. Shree Mahi Builders, sold, transferred and conveyed the said first, second and third property to the Builder/Promoter herein for the consideration mentioned therein.

AND WHEREAS subsequent to the execution of the said Deed of Conveyance, dated 9th September, 2011, the said Shri Shakendra Vardhman Chhajer, proprietor of M/s. Shree Mahi Builders, had also executed an Irrevocable General Power of Attorney, dated 9th September, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/07181/2011, dated 9th September, 2011, in favour of one of the directors Shri Kishore Prवेश Agarwal, of the Builder/Promoter herein, conferring upon them several powers



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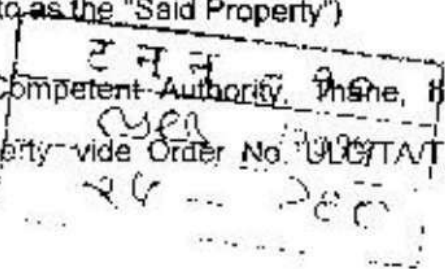
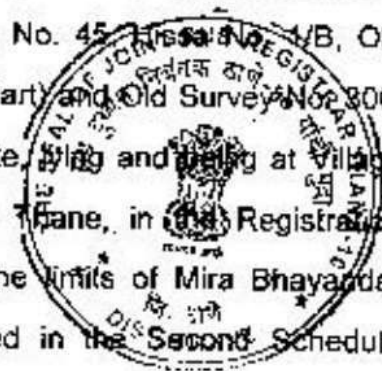
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inter-alia power to deal with and/or develop the said first, second and third property by constructing buildings thereon.

AND WHEREAS an area admeasuring 7185.30 sq. meters out of the total area admeasuring 12320 sq. meters comprising the land bearing Old Survey No. 300, Hissa No. 2(Part), New Survey No. 45, Hissa No.2/A, Old Survey No. 300, Hissa No. 1 (Part), New Survey No. 45, Hissa No. 1/B, Old Survey No. 300, New Survey No. 45, Hissa No.1(Part) and Old Survey No. 300, New Survey No. 45, Hissa No. 2(Part) (2-B), situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation, is reserved for public purpose in the Development Plan for the city of Mira Bhayandar.

AND WHEREAS the Builder/Promoter is entitled to construct buildings on an area admeasuring 5134.70 sq. meters, forming the portion of the land bearing Old Survey No. 300, Hissa No. 2(Part), New Survey No. 45, Hissa No.2/A, Old Survey No. 300, Hissa No. 1 (Part), New Survey No. 45, Hissa No. 1/B, Old Survey No. 300, New Survey No. 45, Hissa No.1(Part) and Old Survey No. 300, New Survey No. 45, Hissa No. 2(Part) (2-B), situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation, more particularly described in the Second Schedule hereunder written and shown and surrounded by RED colour boundary line on the Plan annexed hereto (hereinafter referred to as the "Said Property")

AND WHEREAS the Addl. Collector and Competent Authority, Thane, has granted permission to develop the said property vide Order No. UDC/TATN-6/M A./SR-166, dated 14th December, 2010.



AND WHEREAS the Mira Bhayandar Municipal Corporation has sanctioned the plan of the buildings to be constructed in the layout of the said property, more particularly described in the First Schedule hereunder written, vide its V.P. No. MB/MNP/NR/4246/2006-07, dated 26th March, 2007.

AND WHEREAS the Estate Investment Co. Pvt. Ltd. has also granted its NOC by Letter Ref. No. E.I./926, dated 28th June, 2007, Letter Ref. No. EI/NOC/387 & 388/DRC/2011, dated 8th February, 2011.

AND WHEREAS the Mira Bhayandar Municipal Corporation had issued the Commencement Certificate No. MB/MNP/NR/146/2011-12, dated 18th April, 2011, to commence with the construction of the buildings in the layout of the said property, more particularly described in the First Schedule hereunder written.

AND WHEREAS in the premises aforesaid, the Builder /Promoter herein is entitled to construct the said buildings in the layout of the said property, more particularly described in the Second Schedule hereunder written, as per the permissions and sanctions granted by the authorities concerned.

AND WHEREAS the Builder /Promoter has undertaken the work of construction of Building known as "SAHAKAR HEIGHTS" in the layout of the said property, more particularly described in the Second Schedule hereunder written, (hereinafter referred to as "the Said Building")

AND WHEREAS in the premises aforesaid, the Builder/Promoter alone has the sole and exclusive right to sell the Flats/Shops in the said building and to enter into Agreement for Sale with the Purchaser/s of the Flats/Shops in the said building and to receive the sale price from the prospective purchaser/s thereof.

AND WHEREAS the Flat Purchaser/s demanded from the Builder/Promoter and the Builder/Promoter has given inspection to the Purchaser/s of all the documents of file relating to the said property, the said orders and permissions



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granted by the authorities concerned and also approved building plans, designs and specifications and of such other documents as are specified under the provisions of Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act), 1963 (hereinafter referred to as the said "Act") and the rules made thereunder.

AND WHEREAS the copies of Certificate of title to the said property issued by the Advocate of the Builder/Promoter, copies of VI or VII and XII or any other relevant revenue record showing the nature of title of the Builder/Promoter to the said property and copies of the plans approved by the concerned authorities have been annexed hereto.

AND WHEREAS the Purchaser/s has/have agreed to purchase Flat/Shop No. 1105, admeasuring 374.75 Sq. Feet (Carpet) i. e. equivalent to 36.67 sq. meters on the 1st floor of the said building, more particularly described in the Third Schedule hereunder written, (hereinafter referred to as "the Said Premises") from the Builder/Promoter and the Builder/Promoter agreed to sell the said premises, more particularly described in the Third Schedule hereunder written, to the Purchaser/s, at the price and on the terms and conditions mutually agreed upon by and between the parties hereto as hereinafter appearing;

AND WHEREAS under section 4 of the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act), 1963, Agreement for Sale of the said premises is required to be executed by the Builder/Promoter in favour of the Purchaser/s being in fact these presents and also to register these presents under the Indian Registration Act, subject to the payment of requisite stamp duty, registration fee and all incidental fees/charges, etc. by the flat Purchaser/s to that effect



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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Builder/Promoter shall construct the said building in the layout of the said property, in accordance with plans, designs, specifications approved by the local authority which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builder/Promoter may consider necessary or as may be required by the concerned local authority for which the Purchaser/s hereby gives consent.

2. The Purchaser/s hereby agrees to purchase from the Builder/Promoter and Builder /Promoter hereby agree to sell to the Purchaser/s the said premises viz. Flat/Shop No. 405, admeasuring 394.75 Sq. Feet (Carpet) i. e. equivalent to 36.67 sq. meters on the 11 floor of the said building, more particularly described in the Third Schedule hereunder written.

3. The Purchaser/s shall pay to the Builder/Promoter a sum of Rs. 34,00,000 /- (Rupees THIRTY FOUR LAKHS

Only) as the purchase price in respect of the said premises ~~apart~~ from other payments to be made by the Purchaser/s under this Agreement to the Builder /Promoter. The Purchase price shall be paid by the Purchaser/s to the Builder/Promoter in the following manner:

a) Rs. _____ /- 10 % as Earnest Money on or before the execution of this Agreement.

b) Rs. _____ /- 10% On completion of Plinth work.

c) Rs. _____ /- 5% On completion of the first Slab.



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- d) Rs. _____ /- 5% On completion of the Second Slab.
- e) Rs. _____ /- 5% On completion of the Third Slab
- f) Rs. _____ /- 5% On completion of the Fourth Slab
- g) Rs. _____ /- 5% On completion of the Fifth Slab.
- h) Rs. _____ /- 5% On completion of the Sixth Slab.
- i) Rs. _____ /- 5% On completion of the Seventh Slab.
- j) Rs. _____ /- 5% On completion of the Eighth Slab.
- k) Rs. _____ /- 8% On commencement of Bricks Work
- l) Rs. _____ /- 8% On commencement of Plaster.
- m) Rs. _____ /- 8% On commencement of flooring
- n) Rs. _____ /- 8% On commencement of Painting
- o) Rs. _____ /- 8% On giving possession of the said premises.



4 IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract. In the event of the Purchaser/s making any default in payment of any of the installments of the purchase price, the Builder/Promoter will be entitled to terminate this Agreement and in that event, the Builder/Promoter will refund to the Purchaser/s money paid by the Purchaser/s as purchase price till then without any interest thereon and the same shall be refunded by the Builder/Promoter to the Purchaser/s only after the said premises is sold to

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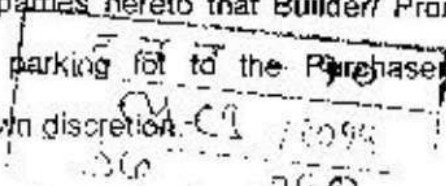
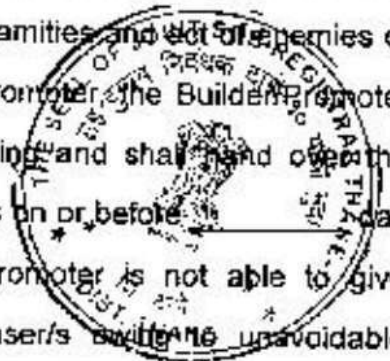
another person by the Builder/Promoter and that too after the receipt of sale proceeds by the Builder/Promoter from such intending Purchaser/s of the said premises. Provided further that the Builder/Promoter shall be entitled to deduct outgoings/brokerage in respect of the said premises and the loss or damages, if any, to be sustained by the Builder/Promoter on account of default committed by the Purchaser/s, from the said amount to be refunded by the Builder/Promoter to the Purchaser/s on cancellation of these presents.

5. Without prejudice to the above and also without prejudice to the Builder/Promoter's other rights under this agreement and/or in law the Purchaser/s shall be liable to pay to the Builder/Promoter interest at the rate of 21% per annum on all amounts due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.

6. Subject to the availability of cement, steel and water for construction or other buildings materials and subject to strike, civil commotion or any act of God such as Earthquake, flood or any other natural calamities and act of enemies or other causes beyond the control of the Builder/Promoter, the Builder/Promoter shall complete the construction of the said building and shall hand over the possession of the said premises to the Purchaser/s on or before _____ day of _____ 20____. However, the Builder/Promoter is not able to give possession of the said premises to the Purchaser/s due to unavoidable circumstances; the Purchaser/s shall not be entitled to claim any damages whatsoever from the Builder/Promoter.

7. It is mutually agreed between the parties hereto that Builder/ Promoter shall have exclusive right to allot the parking lot to the Purchaser/s of Flats/Shops in the said building as per its own discretion.

8. It is mutually agreed by and between the parties hereto that any addition and alteration in the said premises and/or in respect of the specifications and

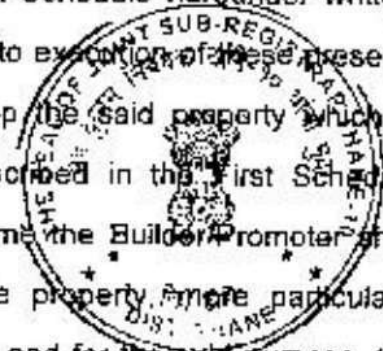


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amenities by the Purchaser/s, if agreed by the Builder/Promoter, shall be carried out at the risk and extra cost of the Purchaser/s which shall be paid in advance to the Builder/Promoter by the Purchaser/s.

9. The Purchaser/s hereby place on record that the Builder/Promoter shall be entitled to consume entire FSI of the said property by constructing buildings thereon and shall also be entitled to load additional FSI on the said property by way of TDR and as such Builder/Promoter shall have right to amend the plan of the said building to which the Purchaser/s hereby accord his/her/their consent for the same and under no circumstances, the Purchaser/s shall be entitled to raise any objection either for amendment of plan of the said building or for raising loading additional F.S.I. on the said building by availing TDR.

10. The Builder/Promoter hereby represent that in addition to the said property, more particularly described in the First Schedule hereunder written, the Builder/Promoter has owned the property adjoining to the said property and the inspection of the documents pertaining to the said property adjoining to the property, more particularly described in the First Schedule hereunder written, has already been taken by the Purchaser/s prior to execution of these presents and as such, the Builder/Promoter shall develop the said property which is adjoining to the property, more particularly described in the First Schedule hereunder written, in phase wise and for the same the Builder/Promoter shall amalgamate the said property adjoining to the property, more particularly described in the First Schedule hereunder written and for the said purpose, the Builder/Promoter shall make the provisions of common infrastructures for the said property as well as the property, more particularly described in the First Schedule hereunder written and shall provide common amenities in the layout comprising the said property as well as the property, more particularly described in the Schedule hereunder written. The Builder/Promoter further represent that

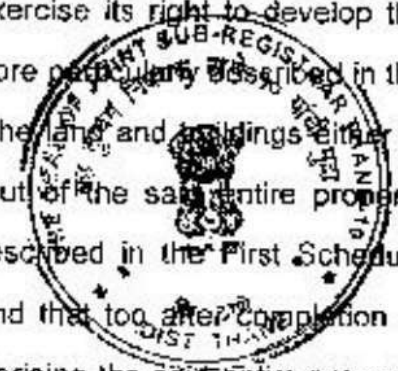


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they are in the process of purchasing property adjoining to the said property, more particularly described in the First Schedule hereunder written and to develop the said entire property including the property, more particularly described in the First Schedule hereunder written, the Builders/Promoter shall take minimum ten years and notwithstanding to the provisions contained in the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer) Act 1963 and the Rules made thereunder. The Builder/Promoter shall convey the land and buildings to be constructed in the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written, either in favour of Apex Body of the society of each buildings in the layout of the said entire property or in favour of a Federation and that too after developing the said entire property. However, under no circumstances, the land and building will be conveyed in favour of individual society of the building to be constructed on the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written. The Purchaser/s hereby agree and confirm that the Builder/Promoter shall have exclusive right to exercise its right to develop the said entire property including the said property, more particularly described in the First Schedule hereunder written and to convey the land and buildings either in favour of Apex Body of the society in the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written or in favour of a Federation and that too after completion of construction of all the buildings in the layout comprising the said entire property including the said property, more particularly described in the First Schedule hereunder written. The Purchaser/s also hereby authorize the Builder/Promoter to consume the entire F.S.I. available in the said entire property including the said property more particularly described in the First Schedule hereunder written, by constructing buildings thereon and for the same, the Purchaser/s



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