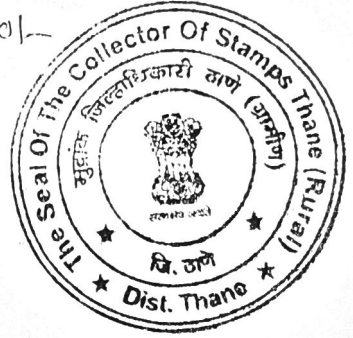


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erved Adj. Fee Rs. - 1000
 Vide challan No./Receipt No. Date 21/3/12
 Collector of Stamps Thane Rural

जा. क्र. २४८१/१२ दि. ३०/०३/१२
OFFICE OF THE COLLECTOR OF STAMPS
 No. Adj 448112 320262 Date 21/3/12
 Certified under Section 41 of the Bombay Stamp Act, 1958 that this
 instrument is exempted from payment of stamp duty vide Govt. Notification
 No. 2000/18-9-98 dated 4-10-00
 This certificate is subject to the provision of Section 34A of Bombay Stamp Act 1958
 Place: Thane रोजी मंगळी
 Date: 30/3/12 वसुधा विले आहे. Collector of Stamps Thane Rural

M.v Rs 20,94,000/-
 Consideration Rs 29,94,500/-



Mayekar
 R.H.

AGREEMENT FOR SALE

This Agreement for Sale is made at Bhiwandi on this 10th day of the month
 of April of the Calendar year 2012.

MS
 Signature for the Vendor
 Mr. Mayur Suchak

Mayekar
 Signature for the Purchaser
 Rajesh Mayekar

MS
 Signature for the Confirming party
 Mr. Mayur Suchak

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BY AND BETWEEN

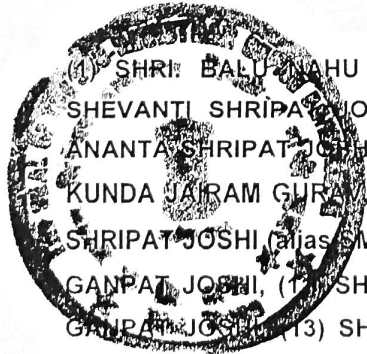
M/S. RENAISSANCE INFRASTRUCTURE, a Partnership Firm formed and registered under the provisions of the Partnership Act, 1932 having its office at Jayant Arcade, 2nd floor, M.G. Road, Rajawadi, Ghatkopar (East) - 400 077., through its Partner SHRI. MAYUR R. SUCHAK, through his Authorised Constituted Attorney SHRI. AMAR PANDURANG PAWAR / SHRI. RAGHUNATH JAGANNATH HARMALKAR, hereinafter called the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the partners for the time being of the said firm and their heirs, executors, administrators and assigns) of the FIRST PART;

AND

MR. RAJESH HARISHCHANDRA MAYEKAR; (PAN NO. AFWPM2086H) Age: 35 years, Indian inhabitant, having his address as 1/19, Mahabali Singh Chawl, Asalpa Village, Pipeline, Ghatkopar (West), Mumbai - 400084 as the proprietor of JAI BHAWANI TRADERS, hereinafter called as the "PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include as far as (i) individual is concerned, his/her/their respective heirs, executors, administrators and assigns, (ii) HUF is concerned, their respective heirs, executors, legal representatives administrators, coparceners and assigns (iii) sole proprietor is concerned, his/her respective heirs, executors, administrators and assigns (iv) partnership firm is concerned, the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/ his/ or her assigns and (v) as far as company is concerned, its administrators and assigns) of the SECOND PART.



AND



(1) SHRI. BALU NAHU JOSHI, (2) SHRI. NAGO NAHU JOSHI, (3) SMT. SHEVANTI SHRIPAT JOSHI, (4) SHRI. DATTA SHRIPAT JOSHI, (5) SHRI. ANANTA SHRIPAT JOSHI, (6) SMT. SUGANDHA KASHINATH PATIL, (7) SMT. KUNDA JARAM GURAV, (8) SMT. SHAMI JAYVANT BHOIR, (9) SMT. AASHA SHRIPAT JOSHI (alias SMT. SUREKHA SURESH KARALE), (10) SMT. NIRABAI GANPAT JOSHI, (11) SHRI. SANTOSH GANPAT JOSHI, (12) SHRI. GANESH GANPAT JOSHI, (13) SHRI. JAGDISH GANPAT JOSHI, (14) SHRI. RAMESH GANPAT JOSHI, (15) SMT. SAMJIBAI GANPAT JOSHI, all adult Indian

Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

ब. व. नं. २०२२/२०१३
द. नं. २०२२/२०१३
प. नं. ३/२५२

inhabitants, having their address as Village: Vashere, Taluka Bhiwandi, District Thane, hereinafter collectively referred to as the "CONFIRMING PARTIES", under their Power of Attorney granted to M/s Renaissance Infrastructure, which is represented through its Partner SHRI. MAYUR R. SUCHAK through his Constituted Attorney SHRI. AMAR PANDURANG PAWAR / SHRI. RAGHUNATH JAGANNATH HARMALKAR, (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include their legal heirs, representatives, executors, administrators, assigns, successors, etc.) of the THIRD PART.

DEFINITIONS

1. **Project Land**
"Project Land" means land situated in Village Vashere, Taluka Bhiwandi, District Thane, Maharashtra, India. It admeasures about 352 acres.

2. **Industrial Zone Land**
"Industrial Zone Land" ("Industrial Land") is the first phase of the Project Land. The statutory Notice to change this first phase to Industrial Zone has been published in the Maharashtra Government Gazette. It admeasures about 250 acres.

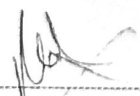



Industrial Park Land
"Industrial Park Land" for this Agreement purpose means part of the Project Land. The Industrial Park is to be set up on the Industrial Park Land. It admeasures about 180 acres.

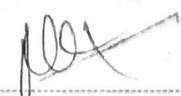
4. **Park**
"Park" means Renaissance Infrastructure Industrial Park which is to be set-up on the Industrial Park land. Renaissance Infrastructure Industrial Park shall comprise of all the Plots, Sub-plots, Industrial Estate Building Comprising of Units Godowns, Common Facility Centres, Amenities, Recreation areas, Open Spaces, Roads etc. (as per the Layout Plan).



Plot
Each individual sub-divided plot of the industrial park land is called as "Plots".


Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

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6. **Building**

"Building" would be constructed on individual Plot(s)/Sub-plot(s) and would comprise of one/several Unit/s in the Park.

7. **Estate Unit**

"Estate Unit" means an individual Unit in those building(s), as proposed to be developed by the Vendor in the industrial estate.

8. **Carpet Area**

"Carpet Area" for Estate Unit shall mean and include, the net usable floor area within each Estate Unit, excluding the area that is covered therein by the walls.

9. **Amenities**

"Amenities" would be namely, Open Spaces, Roads, Internal Roads, Pathways, Gardens, Storm Water Drains, Street Lightings, Electricity Substation, Solid Waste Management System, Effluent Treatment Plant, etc, as may be provided by Vendor in the ITP, at its own discretion. Ownership of such Amenities would always vest in the Vendor and or its Transferee/Assignee as the case may be. 'Amenities List' is annexed herewith.



Facilities


"Facilities" shall mean those Conveniences in the ITP, broadly speaking, Banking Facilities, General Facilities, Medical Facilities, Commercial Facilities, Industrial Facilities, Welfare Facilities, Recreation Facilities, Travel Facilities, Eateries, etc, as more specifically mentioned in the List annexed herewith.

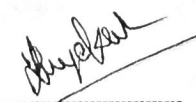
11. **Open Space**


"Open Space" includes the portion or portions of the Park that is not included in the individual Plot(s), Sub-plot(s), Unit(s), Godown(s), Common Facility Centre(s), Building(s), Roads etc. 'Open Space' shall be the exclusive property of the Vendor, and the Vendor shall be entitled to develop and/or maintain and/or deal with the same in the manner deemed fit by it.

12. **Bonafide Industrial Use (BIU)**

"Bonafide Industrial Use" for these presents means setting up of the 'Industrial Park' by the Vendor on the Industrial Park Land and further means setting up by the individual Estate Unit holders of the bonafide permissible industry in the respective Estate Unit.

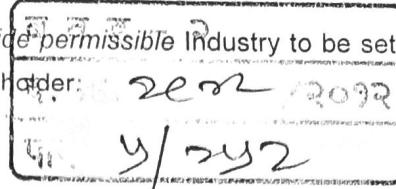

 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak

13. **Industry**

"Industry" means the respective bona fide permissible Industry to be set up in the Estate Unit/s by the respective Unit-holder:



14. **Business**

"Business" means the business to be conducted by the respective Unit-holder in the respective Unit (s).

15. **SPV**

"SPV" means the Special Purpose Vehicle incorporated to acquire Land, obtain Approvals in its name, Develop, Administer, Operate and Maintain the Park.

16. **Project Management Consultant: (PMC)**

"Project Management Consultant" is an entity as engaged and appointed by the SPV/Vendor to render its 'Conceptualization to Completion' Services to the latter, while acting as the nodal agency to co-ordinate & monitor all things on the latter's behalf with the Purchaser/s from the time of negotiation of this deal through the time of execution & registration of these presents while ensuring that no breach of these presents occur, through the time of Construction of Industrial Estate Building, through the time of Pre-Inception/Pre-Operation of Business /Industry in the Estate Unit through the time of Inception/Operation of Business/Industry in the Estate Unit and even through the 'Operation & Maintenance' of the project.




17. **Operation And Maintenance Charges (O & MC)**

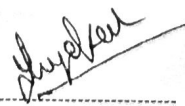
"Operation and Maintenance Charges" shall mean such monthly contribution and/or compensation, as would be payable by each Purchaser in the said Park, (excluding taxes/rates/cess/levies/charges etc) as may be decided by the Vendor with respect to the area of Estate Unit of each Purchaser, from time to time, towards inter alia the general upkeep, operation, maintenance, monitoring and ensuring uniformity of the said Park including that of the said Estate Unit as would be sold to each such Purchaser.

18. **DCR for Park**

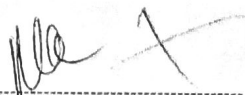
"DCR for Park" means Development Control Rules and Regulations as would be applicable to the Park viz. DCR for MMR/Standardized Building Byelaws & DCR for A-Class Municipal Councils etc. read with the rules and regulations and terms and conditions laid down in the Approvals for the Project obtained



Signature for the Vendor
Mr. Mayur Suchak

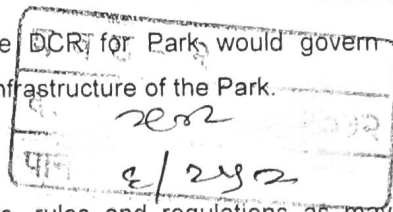


Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

or being obtained by the Vendor. The DCR for Park would govern the development by the Vendor/SPV of the Infrastructure of the Park.



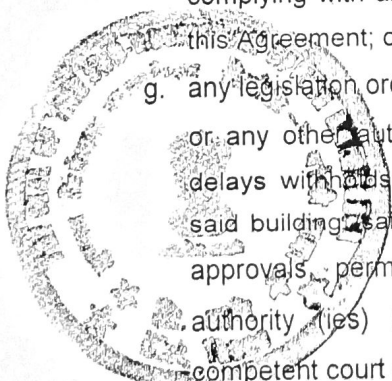
19. **Bye-laws of Park**

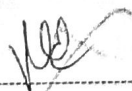
"Bye-laws of Park" means the bye-laws, rules and regulations as may be prescribed by the SPV from time to time for the efficient administration, operation and maintenance of the said Park Industrial Estate Building and the Unit/s therewithin.

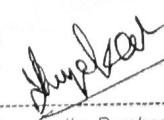
20. **Force Majeure**

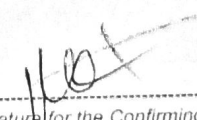
"Force Majeure" shall mean any event or combination of events or circumstances beyond the control of the Vendor which cannot (i) by the exercise of reasonable diligence or (ii) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Vendor's ability to perform its obligations under this Agreement, which shall include but not be limited to:

- a. act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or
- b. explosions or accidents, air crashes, act of terrorism; or
- c. strikes or lock outs, industrial disputes, action of labour unions; or
- d. inability to procure or general shortage or non-availability of energy, labour, equipment, facilities, cement, steel or other construction materials/supplies due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever; or
- e. war and hostilities of war, riots, bandh or civil commotion; or
- f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the Vendor from complying with any or all the terms and conditions as agreed under this Agreement; or
- g. any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority (ies) refuses, delays withholds, denies the grant of necessary approvals for the said building/said project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority (ies) becomes subject matter any suit/writ before a competent court or; for any reason whatsoever; or
- h. any kind of sabotage; or




Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

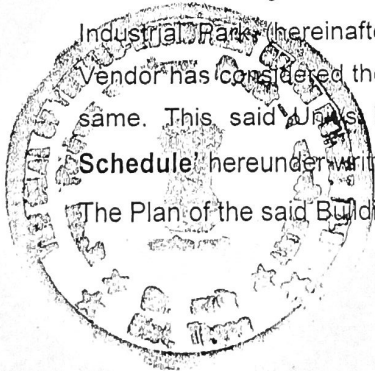
- i. any litigation concerning the said property or any portion thereof not within the reasonable control of the Vendor; or
- j. any event or circumstances or any other cause (whether similar or dissimilar to the foregoing);

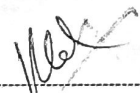
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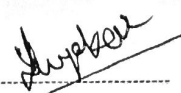
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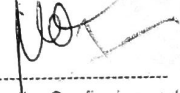
WHEREAS

- (a) **About Vendor.** The Vendor is a duly incorporated Partnership Firm, and is in the business of setting-up of Infrastructure projects. The Vendor, as the SPV, is the owner or is in the process of being the owner of the project land & will develop & set-up the permitted Bonafide Industrial Use, that is, 'Industrial Park' on the Industrial Park land and will perpetually operate the Park and provide services to the Estate Unit holders against the payment of the necessary service charges to it (SPV). The 'Industrial Land' or the 'said Land' (i.e. the first phase of the Project land) is more particularly described in the 'First Schedule' hereunder written.
- (b) **About Magus:** Magus Consulting Private Limited ("Magus") duly incorporated under the provisions of the Companies Act, 1956 is the PMC appointed by the Vendor/SPV in respect of the said Project. Magus represents the Vendor/SPV while rendering the said services under the Mandate and Authority of the Vendor/SPV.
- (c) **About Purchaser.** The Purchaser/s has/have a business of manufacturing as permitted under industrial location policy use and desires to put up an Industry for the same in the said Park, and has upon visiting the industrial land and pursuant to numerous clarification meetings held between the Purchaser/s and the Vendor and/or the latter's PMC, i.e. Magus, offered to purchase Estate Unit No. 007, situated Ground floor, in Industrial Estate Building bearing No. A1, and admeasuring about 1502 sq.ft. Carpet area, in Sector III, of Renaissance Industrial Park, hereinafter referred to as the said Unit/s. Whereupon, the Vendor has considered the desire of the Purchaser/s and allotted him/her/it the same. This said Unit/s is/are more particularly described in the 'Second Schedule' hereunder written and is hereinafter referred to as the 'said Unit/s'. The Plan of the said Building and Unit is attached herewith as Annexure A.



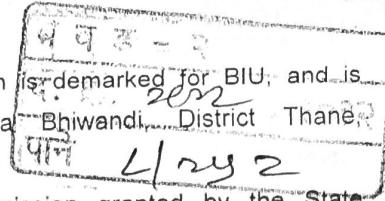

 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak


(d) **About Land:**


- (i) **Location:** The land under consideration is demarked for BIU and is situated in Village Vashere, Taluka Bhiwandi, District Thane, Maharashtra, India.
- (ii) In accordance of the Purchase Permission granted by the State Government, the Vendor has procured and is procuring the industrial land (as well as the balance part of the Project land) from the original land owners/villagers;
- (iii) It is clarified that an Industrial Estate shall be developed phase wise on the Project land. Maharashtra Government Gazette Notice for conversion of the said land into Industrial Zone has been published. Pursuant to publication of the Gazette Notification, the statutory process for Non-agricultural status of the land shall be complied with. Under section 44A of the MLRC, 66, the said land shall be deemed to be NA land.
- (iv) The Vendor proposes to develop an Industrial Park on the Industrial Park land, whereupon various saleable Plot(s)/Sub-plot(s) are to be laid out and Industrial Estate Building shall be constructed thereupon.
- (v) The Purchaser/s has/have demanded from the Vendor and the Vendor and/or its PMC has given inspection to the Purchaser/s and/ or his/its/her Advocates/Solicitors of all the numerous stacks of documents and Approvals viz, registered Agreements for Sale/ MOUs/ Development cum Exchange Agreements, Specific/General Powers of Attorney, Irrevocable Powers of Attorney, plans, designs, specifications, Record of Rights/ 7/12 extracts/ Mutation Entries, Plans, Development Commissioner (Industries)'s Order, Zone Change & 1.00 FSI Statutory Notices as issued by Urban Development Department & published in Newspapers and last published in Maharashtra Government Gazette, respectively, Other Applications for Approvals, etc and such other documents relating to the said Land, as Purchaser/s has/have requested, receipt and inspection of which the Purchaser/s and/or its Advocates/Solicitors doth hereby admit and acknowledge.




(e) **About Approvals**

- (i) Various Applications/Presentations to umpteen statutory authorities viz the State Government, the Central Government and the Local Authorities have been / are being made by the Vendor. In respect thereof, Replies / Permissions / Approvals/ Sanctions/ NOCs etc have been / are being received by the Vendor. Constant and vigilant follow-up has/is being done. Substantial Approvals are categorized as under:


Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

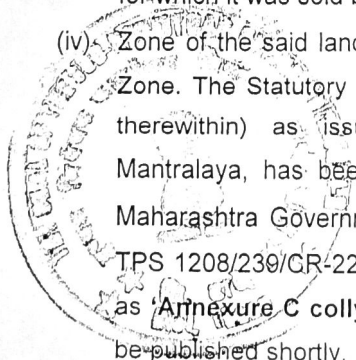
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- State Approvals
- Central Approvals
- Utilities Approvals
- Local Approvals

(ii) *Development Commissioner (Industries)'s Orders:* The Vendor has obtained Orders dated 22nd August 2008 from the Development Commissioner (Industries), Directorate of Industries, State of Maharashtra, with terms and conditions contained therewithin, in respect of Project land including said land, for 'Bona fide Industrial Use' for the purpose of setting up of a Project of "Industrial Estate". The Vendor had again submitted the application dated 19.03.2010 for deletion in the land area mentioned in the previous order and also to obtain permission to purchase additional land area at Village Vashere, Taluka Bhiwandi, District Thane. Pursuant to which, purchase permission was accorded to the Vendor under Order Cum Addendum dated 19.07.2010 hereinafter referred to as the said "DC order". The Vendor has also obtained Order dated 03.12.2010 from the Directorate of Industries for extension of the validity period of the aforesaid DC order. The copies of which are annexed herewith as 'Annexure B colly'. The Industrial Park therein named as "Renaissance Infrastructure Industrial Park" shall be henceforth referred to as the said 'Park'.


(iii) *Vide* the Purchase Permission granted by Directorate of Industries, the said land has to be put to *bonafide* industrial use for setting up of the Industrial Park alongwith Industries therein within 5 years from the date of the purchase of land by the Vendor, failing which the persons (*original villagers*) from whom the land has been purchased, shall have a right to re – purchase the land at the price at which it was originally sold and in case of such a contingency, the Purchaser/s shall surrender at its/his/her own costs the said Unit/s back to the Vendor against the consideration for which it was sold by the Vendor.

(iv) Zone of the said land is in the process of being converted to Industrial Zone. The Statutory Zone Notice (applies with the conditions as laid in therewithin) as issued by the Urban Development Department, Mantralaya, has been published in the local newspapers and in the Maharashtra Government Gazette dated 21st August 2009 bearing No. TPS 1208/230/CR-222/03/UD-12, copies of which are annexed herewith as 'Annexure C colly'. The Statutory Notification in respect thereof is to be published shortly.






Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



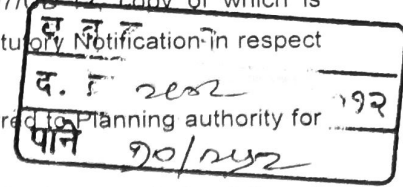
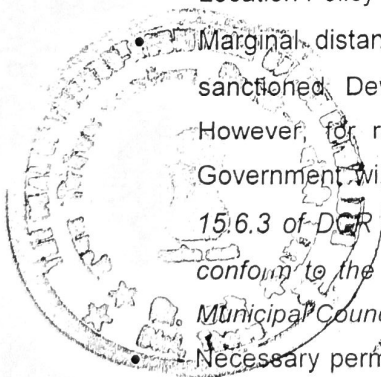
Signature for the Confirming party
Mr. Mayur Suchak

- (v) The Statutory Notice for 1.0 FSI (applies with the conditions as laid in therewithin) as issued by the Urban Development Department, Mantralaya, has been published in Maharashtra Government Gazette bearing No.TPS 1206/UOR-179/CR-35(B)/07/UD-12, copy of which is annexed herewith as 'Annexure D'. The Statutory Notification in respect thereof is to be published soon.
- (vi) As per Annexure D colly, plans shall be referred to Planning authority for their concurrence.
- (vii) 1 step higher incentive under PSI 2007 for the Park are being followed up;
- (viii) Vide Statutory Notice as per 'Annexure B colly', the State Government has included the said land in the Industrial Zone subject to the following conditions (which have to be complied by both the Vendor and the Purchaser/s, as the case may be):

- While sanctioning the layout, apart from 10 per cent compulsory open space, 5 per cent additional amenity space be kept for facilities like Hospital, Garden, Parking, Community Center etc, and these amenities shall be developed by the Developer Company;
- Apart from the amenities stated above necessary comprehensive layout plan showing necessary road network shall be sanctioned in consultation with Director of Town Planning, Pune;
- Buffer Zone of 23.00 mt wide shall be observed between proposed Industrial use and adjacent land. However, such buffer zone will not be necessary for part of land where adjacent user is for Industrial Purpose
- For Industrial use on said land NOC from Maharashtra Pollution Control Board shall be procured;
- The industries will be allowed as permissible under the Industrial Location Policy of Government;

• Marginal distances and heights of the buildings shall be as per sanctioned Development Control Regulations for MMR Region. However, for relaxation in height of building prior permission of Government will be necessary; (As per Industrial Zone Regulation 15.6.3 of DCR for MMR, the development in the Project land shall conform to the Standardized Building Byelaws & DCR for A Class Municipal Councils.)

- Necessary permission of Environment Department shall be obtained separately as per Government of India's Environment Impact Assessment Notification dated 14th September 2006.



Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

- Area falling within 200 meters from Gaothan shall be excluded from the modification proposal;
- Required safety distance from River, Nalla, Canal, Lake, etc, shall be observed as per rule;
- Electricity, Water, Drainage, Roads, etc and such other facilities shall be provided by the Developer Company; (at the proportionate cost to the respective purchaser/s)
- The solid waste generated from project area shall be disposed as per norms of Maharashtra Pollution Control Board;
- Existing roads and proposed roads as per Regional plan shall be kept open for general public.

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(f) About Project:

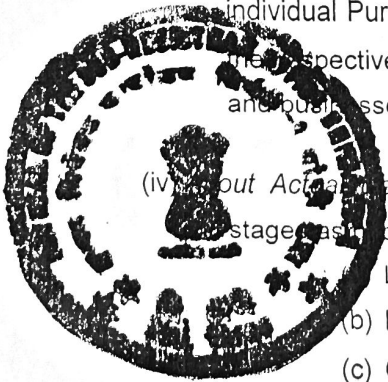
(i) The Vendor as the owner and the Promoter/Developer and the "Special Purpose Vehicle" ("SPV") for the said Park proposes phasewise development. The Industrial Park land is to be utilized for the Plotting of the Plots/Sub-plots whereupon the Industrial Estate Building comprising of Estate Unit/s to house the industries shall be set-up.

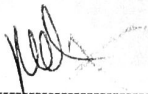
(ii) *Plotting:* Upon the industrial park land, Plots/Sub-plots shall be laid out. With the progressing Approval work and proposed Development, the Vendor proposes to sell Estate Unit/s in Industrial Estate Building to be constructed on such Plots/Sub-plots to interested Purchaser/s for setting up industries thereupon.

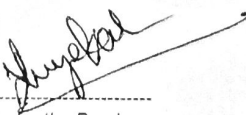
While sanctioning the proposal for the Industrial Land, the relevant Government/Statutory Authorities have laid down/ may lay down certain terms and conditions and stipulations and restrictions, which are to be observed and performed by the Vendor while developing the Industrial Park Land and/or Industrial Estate Building comprising of Estate Unit/s, and which are also to be observed and performed by each of the individual Purchaser/s while developing the Industrial Estate Building on their respective Plots and/or while setting up their respective industries and businesses in their respective Unit/s in the Industrial Park.

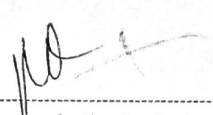
(iv) *About Actual Development:* The Development of the Project shall be in stages as under:

- (a) Land Development
- (b) Infrastructure Development
- (c) CFC Development
- (d) Other facilities




 Signature for the Vendor
 Mr. Mayur Suchak

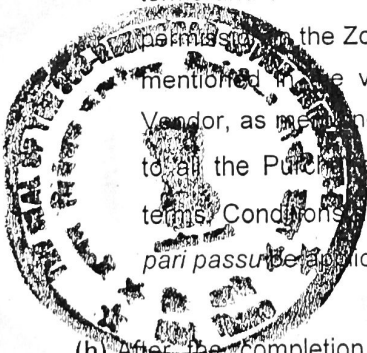

 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak

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(g) **About Industrial Estate Building:**

- (i) The said Industrial Estate Building/s is/are comprised in Plot situated in the part of the project land tentatively bearing Survey/ Hissa No. 29/3, 33/7, 35/5, 35/4, 33/6/4, wholly or partly and more particularly described in the "Schedule" written hereunder. A copy of relevant '7/12 extract' with respect to said Industrial Estate Building are annexed herewith and marked as 'Annexure E'.
- (ii) The Vendor has purchased the land bearing above mentioned Survey/Hissa No. 29/3, 33/7, 35/5 vide Conveyance Deed bearing Registration No. BWD-2/0081/2009, dated 06/01/2009. The Vendor has acquired development rights from the Confirming Parties for the land bearing above mentioned Survey/Hissa No. 35/4 & 33/6/4 vide Development Agreement bearing Registration No. BWD-1/06137/2007 dated 18.08.2007. Further, a Supplementary Development Agreement has been registered bearing Registration No. BWD-2/08005/2011 dated 18.10.2011 in pursuance to the aforesaid Development Agreement bearing Registration No. BWD-1/06137/2007 dated 18.08.2007. The copies of Index II and registration receipt of the said Conveyance Deed, Development Agreement and Supplementary Development Agreement are annexed herewith and marked as Annexure - 'F' colly.
- (iii) Such Development Agreements are in the nature of Development cum Exchange Agreements and would be concluded with Exchange Deeds or Confirmation Deeds to be executed and registered between the Vendor & the Confirming parties. Moreover, it is agreed between the parties that the various terms and conditions as laid down in the State Government's land purchase permission, the Zone change Statutory Notice, as well as those as would be mentioned in the various Project Approvals being /to be obtained by the Vendor, as mentioned hereinabove would be applicable to the Developer and to all the Purchaser/s in the project including the Purchaser/s herein. The terms, Conditions and Restrictive covenants placed upon the Developer shall *pari passu* be applicable to the Purchaser/s.
- (h) After the completion of the development of the Park and pursuant to its inception, the Park shall be operated and maintained by the Vendor as per the guidelines that shall be laid in the 'Byelaws of Park', copy of which shall be



Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

furnished to the Purchaser/s in due course of time or so soon after the allotment as the case may be.

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- (i) The Purchaser/s has/have inspected all the necessary documentary evidence and upon being satisfied as to its authenticity, the parties are desirous of recording the terms and conditions relating to the sale of the said Unit/s by the Vendor to the Purchaser/s.
- (j) The Recitals herein shall be integral part of this present Agreement.

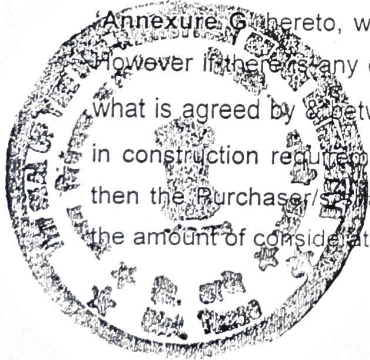
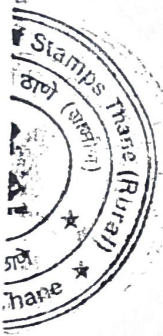
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this AGREEMENT FOR SALE and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

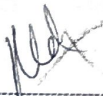
ARTICLE I


UNIT/S

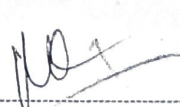
1. Description

- 1.1 Upon the payment of consideration and other payments as agreed herewithin and upon the performance of the covenants and other clauses as contained hereinbelow, the Vendor agrees to sell to the Purchaser/s and the Purchaser/s agrees to purchase by way of this 'Agreement for Sale', the Estate Unit bearing No. 007, situated at Ground floor, in Industrial Estate Building bearing No. A1, admeasuring about 1502 sq.ft., carpet area, in Sector III of Renaissance Infrastructure Industrial Park, for setting up the industry/business of manufacturing as permitted under industrial location policy which is more particularly described in the **Second Schedule** hereunder mentioned and shall henceforth be referred to as the "said Unit/s" in this Agreement. The specification with respect to the said Unit/s is/are annexed herewith being Annexure G hereto, wherein of the said Unit/s is also separately annexed. However if there is any change in the construction requirement over & above what is agreed by & between the parties to these presents, and if the change in construction requirement leads to increase in the area of the said Unit/s, then the Purchaser/s shall be liable to pay extra consideration over & above the amount of consideration as mentioned herein below.




 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak

ARTICLE II
CONSIDERATION

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2. Amount of Consideration

2.1 Total Amount: The Vendor agrees to sell the said Unit/s for a total consideration of **Rs. 29,94,250/- (Rupees Twenty Nine Lacs Ninety Four Thousand Two Hundred Fifty Only)** against performance of the terms and conditions of this Agreement for Sale by the Purchaser/s;

2.2 Token Amount: Out of the total consideration as above-mentioned, an amount of **Rs. 6,00,000/- (Rupees Six Lac Only)** has been paid under these presents by the Purchaser/s to the Vendor towards part payment, receipt of which the Vendor doth hereafter acknowledge (subject to realization) in the following manner:

Cheque No.	Dated	Name of the Bank	Name of the Branch	Amount (Rs.)
191902	30.09.2011	Dattatraya Maharaj Kalambe Jaoli Sahakari Bank Ltd.	Ghatkopar (West)	1,00,000/-
191922	01.11.2011	Dattatraya Maharaj Kalambe Jaoli Sahakari Bank Ltd.	Ghatkopar (West)	5,00,000/-
TOTAL				6,00,000/-



Balance Consideration Payment Milestones

And the balance amount of the said Consideration of **Rs. 23,94,250/- (Rupees Twenty Three Lac Ninety Four Thousand Two Hundred Fifty Only)** shall be paid by the Purchaser to the Vendor in the following manner:-

Installments	% Amount of Consideration	In Rupees	Due Dates for Payment	Milestone/Deliverables
1 st	15%	4,47,988/-	03/06/2011	On Signing of Agreement for Sale / MOU
2 nd	15%	4,49,438/-	20/02/2012	On Completion of Plinth.
3 rd	10%	2,99,425/-	18/03/2012	On Completion of Ground Floor
4 th	10%	2,99,425/-	23/04/2012	On Completion of First Floor
5 th	10%	2,99,425/-	21/05/2012	On Completion of Second Floor Slab

Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

6 th	10%	2,99,425/-	06/06/2012	On Completion of Third Floor Slab
7 th	5%	1,49,712/-	18/09/2012	On Completion of Utilities
8 th	5%	1,49,712/-	07/11/2012	On Possession
TOTAL		23,94,250/-		

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2.4 However if there is any change in the construction requirement over & above what is agreed by & between the parties to these presents, and if the change in construction requirement leads to increase in the area of the said Unit/s, then the Purchaser/s shall be liable to pay extra consideration over & above the amount of consideration as mentioned hereinabove.

3. Payment and outgoings to be paid in respect of the said Unit:

1. Payment and outgoings to be paid to Government authorities:

a Service Tax/Vat Etc

It is agreed that if any Service Tax or VAT or any other taxes are liable to be paid by reason of this Agreement to be executed between the Vendor and Purchaser or by reason of use and enjoyment of the said Unit/s by the Purchaser, then in that event, the same shall be borne and paid by the Purchaser alone and Vendor shall not be responsible or liable for the same. It is clarified that any Service Tax or VAT payable on account of the proposed construction of the said Unit/s by the Vendor and giving selling of the said Unit/s to the Purchaser shall always be borne and paid by the Purchaser alone.


b Stamp Duty & Registration Charges

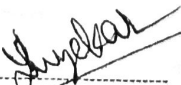
The Stamp Duty exemption as per Government Notification is to be available for the Unit/s in the said Park. Therefore, these presents shall be executed now but shall be presented for registration with the respective Sub-Registrar of Assurances after such exemption order is obtained. However, the expenses as may be by way of stamp duty if payable on this Agreement for Sale and the Zilla Parishad tax charges/Registration charges/Scanning charges, etc, in respect thereof as may become payable shall be borne by the Purchaser/s alone, and each party will bear and pay its advocates fees and other expenses incurred by

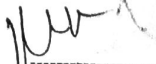
c Property Tax & Other Tax Outgoings Etc

The Purchaser shall pay all the Taxes and Outgoings, viz Property Tax, education cess, other ancillary taxes levied by the Statutory Authority, viz,




 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak

Unit No. A-1-007
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Recurring charges as Government Revenue, Cesses & owner's share, of municipal/village panchayat rates/ taxes, water charges, Electricity charges, Gardening Charges, Rates, Cess, Dues, Liabilities, other Tax outgoings of every description, etc, in respect of the said Unit/s on or before 5th day of every month to the Vendor without any delay or default till the said Unit/s is separately taxed by the concerned Authorities and the Purchaser hereby agrees to pay on pro-rata basis, for the said Unit/s, from the date of execution of these presents or from the date when such Taxes/Outgoings have begun to be levied with respect to the said Project, whichever is earlier, in advance without any delay or default.

- d NA Assessment Charges
 On receiving possession of the said Unit/s the Purchaser shall pay its share of pro-rata NA assessment charges as would be levied by the Concerned Authority, from time to time.
- e Any Other Charges
 The Purchaser shall be liable to pay any other charges/taxes/rates that may be levied by the concerned authorities from time to time and the Vendor shall not be liable for the same.



II. Recurring Charges To Be Paid To The Vendor In Respect Of The Said Unit

Operation And Maintenance Charges (O & M)

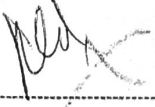
The Purchaser shall from the date of possession of the said Unit/s or from the date of intimation by the Vendor to take possession thereof whichever is early pay to the Vendor the O & M Charges of Rs. 37,170/- (Rupees Thirty Seven Thousand One Hundred Seventy Only) every year in advance in the 1st month of the year being contribution and/or compensation (excluding the Taxes to be determined by the Vendor) towards O & M Charges on provisional basis). The rate of O & M charges shall be revised upto 7% to 10% every year. In the event of delay in above said Payments the Purchaser shall be liable to pay interest on the same @ 24% p.a. calculated from its due date till such payment and realization thereof. The Vendor at its discretion can take any legal action against such default. Such interest rates are subject to revision and changes.


III. Additional Charges To Be Paid To The Vendor In Respect Of The Said Unit

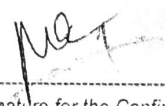
- a) The Vendor shall be required to pay the additional charges at the time of receiving possession of the Unit/s as mentioned in the list annexure hereto and marked as Annexure H.

b) Security Deposit

On execution of this Agreement the Purchaser has agreed to keep a sum of Rs. 18,585/- (Rupees Eighteen Thousand Five Hundred and Eighty Five Only) as Interest Free Refundable Security Deposit ("Deposit") with the Vendor at all


 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak

times to enable the Vendor to pay and/or adjust any amount or amounts which may remain in arrears to be paid by the Purchaser towards any of the Payments & Outgoings as hereinbefore mentioned. It is expressly agreed that the said Deposit does not entitle the Purchaser to commit any delay or default in making any of the Payments & Outgoings, to the Vendor on the due date and by reason of the said Deposit the Purchaser is neither discharged nor relieved of his/her/ its / their obligations to pay the said Payments & Outgoings on the due date under this Agreement or otherwise in any manner whatsoever.

4. Modality Of Payment:

All the Payments as herewithin mentioned shall be paid in the office of the Vendor or at site of the Vendor, or as may be communicated by the Vendor.

5. Mode Of Payment

All the amounts due shall be paid vide Cheque/s drawn in the name of "Renaissance Infrastructure" payable at Mumbai.

6. Loan Availment

In the event the Purchaser is desirous of availing a loan from any bank/financial institution, the Purchaser shall intimate about the same to the Vendor along with details of the loan sanctioned whereupon a lien shall be registered by the Vendor.

7. Optional Services

The Purchaser/s shall have the option to avail the following services for which separate agreement shall be executed between Purchaser/s and Magus Consulting Pvt. Ltd.

- Registration & Licensing Services.
- Corporate Finance Services.
- Government-Subsidy Services
- SSI Registration Services.
- MPCB Consent

8. Default In Payment

- 8.1 If the Purchaser/s commits any delay or default in making the payment of any of the amounts and/or installments of any amount payable under this Agreement, the Vendor shall send 7 (Seven) days demand notice to the Purchaser to make such delayed/defaulted payment alongwith interest thereon @ 24 % p.a. If the Purchaser fails to pay the said delayed/defaulted payment within 7 (Seven) days from the date of receipt of such demand notice, then Vendor shall give another 7 (Seven) days reminder notice to the Purchaser to pay the delayed/defaulted

Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

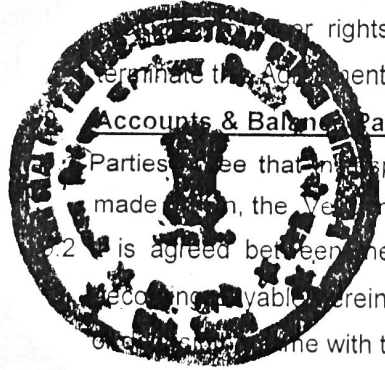
Signature for the Confirming party
Mr. Mayur Suchak

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payment alongwith interest thereon @ 24 % pa. However if the Purchaser fails to pay the delayed/defaulted payment alongwith interest thereon @ 24 % pa within 7 (Seven) days from the date of receipt of the reminder notice from the Vendor, the Vendor shall without prejudice to any other rights/ interest that they may have against the Purchaser, be entitled to cancel or terminate this Agreement by giving 7 (Seven) days termination notice to the Purchaser. However, if the Purchaser fails to pay the delayed/defaulted payment alongwith interest thereon @ 24 % pa within the stipulated time period, then this Agreement shall stand terminated on immediate basis without prejudice to any other rights/ interest that may be vested in the Vendor against the Purchaser the Vendor shall without prejudice to any other rights/ interest that they may have against the Purchaser/s, be entitled to terminate and/or put to an end this Agreement and on termination the Purchaser/s shall forfeit the Booking Amount paid by them/her/him/it. Remaining amount as may have been paid by that time shall be refunded without any kind of interest whatsoever. On such termination of this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever in respect of the said Unit/s as the case may be and the Vendor shall be entitled to deal with and dispose off the said Unit/s to any other third party/ person(s) as it deems fit without any further act or consent of the Purchaser/s.

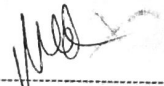


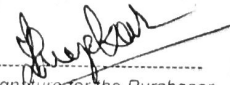
If, subject to a written undertaking between the Vendor and the Purchaser/s as to acceptance of delay in payment of consideration or any installment thereof or of any payment as herewithin mentioned, the Vendor ratifies it, which shall be the absolute discretion of the Vendor, then in such event if there is delay in payment of consideration or any installment thereof or of any payment as herewithin mentioned, then along with the payment of the delayed consideration /installment, default charges shall also be payable at the rate of 18% of consideration /installment as may be due to be paid by the Purchaser/s to the Vendor. Provided always that the agreement to accept default charges is without prejudice to the rights and remedies of the Vendor including the right to terminate the Agreement.




Accounts & Balance Payments

Parties agree that in respect of items and all payments made herein or to be made hereon, the Vendor is not liable to render any accounts.
It is agreed between the parties that in the event of any additional amount according payable herein, the Purchaser/s shall forthwith on demand pay and/ or settle the same with the Vendor.


Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

ARTICLE IV
COVENANTS OF VENDOR

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1 Legal Ownership

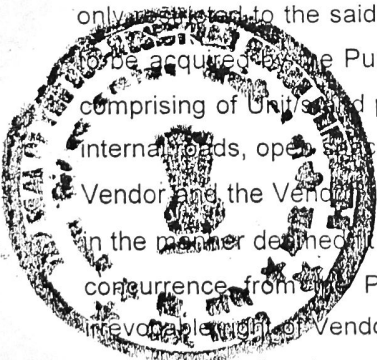
- 1.1 Vendor covenants that it is seized and possessed of or otherwise well and sufficiently entitled to and/ or is in the process of being seized and possessed of or otherwise is in the process of being well and sufficiently entitled to the said land more particularly described in the First Schedule hereunder mentioned;
- 1.2 The Vendor confirms with the Purchaser/s that it has not entered into any agreement for sale, mortgage or transfer whatsoever with any other person (except with the Purchaser/s through this Agreement for Sale) with respect to the said Unit/s.
- 1.3 The Vendor has absolute right to assign, transfer its rights under this Agreement to any third party for whatsoever reason as it may consider fit.


2 Access To Said Industrial Estate Building

There shall be a permanent common access to each Industrial Estate Building from the main entrance of the Park. Ownership of such permanent common access shall vest in the Developer.


3 Access To Common Amenities

The Purchaser/s on payment of the said Consideration in entirety and other payments as mentioned herewithin, and on performance and compliance with all the terms, conditions, stipulations and restrictions as mentioned under this Agreement or imposed by the Vendor from time to time, may from time to time and all times peacefully and quietly enter upon, and enjoy the said Amenities a list whereof is annexed hereto and marked as Annexure I. However, it is clarified that the right of the Purchaser/s under this Agreement or otherwise is only restricted to the said Unit/s agreed to be sold by the Vendor and agreed to be acquired by the Purchaser/s and all the other Industrial Estate Building comprising of Unit/s and portion or portions of the said Park including garden, internal roads, open space, amenities, plot etc shall be the sole property of the Vendor and the Vendor shall be entitled to develop and/or deal with the same in the manner deemed fit by it without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever, to which irrevocable right of Vendor, the Purchaser/s hereby confirms and consents to. Without prejudice to anything mentioned in this Agreement, all the above mentioned amenities, shall be provided at the absolute discretion of the

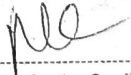




Signature for the Vendor
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Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

Vendor/Developer, subject to approvals by the relevant Statutory Authorities.
Vendor is under no mandatory obligation to provide the same.



4 **Common Facility Centre Building (CFCB) & Common Facility Centre Units (CFCU)**

The Vendor shall in addition to the, Industrial Estate Buildings Amenities etc., construct Common Facility Centre Building comprising of one or more "CFC Units" in the said Park, which would house the 'Facility/s' as enumerated in the List annexed hereto as "ANNEXURE J". Such CFCB/U shall be sold to any entity on such terms and conditions and for such consideration or on revenue sharing basis.

5 **Possession**

On the payment of full consideration, i.e., on the last installment of the Consideration being paid to the Vendor as mentioned hereinabove, and on Purchaser/s observing and performing the covenants, conditions and stipulations contained herein and to be observed and performed on its part, the final possession of the said Unit/s shall be handed over to the Purchaser/s on 07/11/2012. The Vendor hereby specifically agrees and covenants with the Purchaser/s that it shall do all acts, deeds and things which are necessary and requisite to convey marketable title in respect of the said Unit/s in favour of the Purchaser/s provided Purchaser/s co-operates with the Vendor and does all such acts, deeds and things which are essential for the same.


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6 **Covenant To Transfer The Said Unit/S**

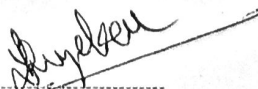
The Vendor hereby covenants that on the payment of the said consideration and payments as mentioned herewithin, the Vendor shall transfer the said Unit/s in the name of the Purchaser/s along with all the privileges, easements, profits, advantages and rights with the said Unit/s;

7 **Full Right Of Purchaser/S To Enjoy The Ownership**

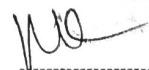
The Vendor agrees that the Purchaser/s, upon the payment of the said full and final consideration and other amounts and on performance and compliance with all the terms, conditions, stipulations and restrictions as mentioned under this Agreement and upon the execution and registration of the Confirmation/Conveyance Deed, shall have the right to peacefully enjoy, occupy or possess the said Unit/s.



Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

8 Approvals And Compliance With The Conditions Imposed By Authorities

8.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of obtaining the various approvals for the said Park. However, any corresponding obligation that may, directly or indirectly, get imposed on the Purchaser/s, on account of such terms, conditions, stipulations and restrictions as may be imposed by the concerned local authority and/or Government bodies, shall be complied with by the Purchaser/s alone.

8.2 Vendor hereby declares and covenants that it has taken and/or are taking all necessary approvals for the procurement of the said land and shall take all necessary actions, make requisite applications and do all such acts that are essential in order to obtain the further necessary Approvals for the said Park. However, it is expressly agreed between the parties that the Approvals required for operating and managing the permitted business in the said Unit/s shall be the complete responsibility of the Purchaser/s alone.

8.3 It is agreed between the parties that the 'Radial Feeder' has been recommended for the Vendor, by the statutory authorities, and the matter is being diligently pursued; but inspite of it, if Load-shedding occurs as per the decision of the Government, then the Vendor shall not be responsible for the same. Similarly, inspite of the sanctions as may be obtained with regard to Water supply, if there is an occurrence of shortage of water supply, then the Vendor shall not be responsible.





9 Compliance With The Conditions Imposed By The Utility Operators/Providers

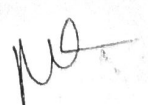
Vendor hereby covenants that it shall comply with all the terms and conditions imposed by the various Utility operators and providers in lieu of providing the said Utility Services provided that the Purchaser/s does all such acts and deeds as may be necessary in respect thereof and provides full cooperation whatsoever to the Vendor.

10 Absolute Liberty To Sell, Assign The Remaining Unit/s

The Vendor shall be at absolute liberty to sell, assign or otherwise deal with or dispose of its rights, title and interest in the remaining Unit/s and every part thereof on the Industrial Park land to any third party whomsoever, without any hindrance/obstruction/objection etc whatsoever by the Purchaser/s herein.


Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

11 Right Of Way

The Vendor shall have absolute power and authority to grant rights of way over the said Park to any person or persons/ third parties having adjoining properties.

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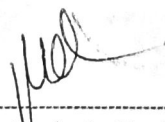
12 With Respect To Operation And Maintenance Of The Park

It is agreed between the parties hereto that pursuant to the inception of the Park with the Unit/s therewithin, operation and maintenance of the Park shall perpetually be the responsibility of the Vendor since it is the SPV of the Park, unless SPV decides to assign the Park to any Third Party whomsoever, in case of which eventuality, the Purchaser/s shall not object to such assignment. 'Bye-laws of the Park' shall be framed by the Vendor being the SPV of the Park, to lay down the rules and regulations for the proper and efficient operation and maintenance of the Park. The Vendor shall maintain the Park through the CEO as it would appoint. An Advisory Board comprising of elected members from the Purchaser/s shall also be formed. The Bye-laws are being formulated based on the Approvals as have and are being obtained from the Statutory Authorities. As and when framed, the copy of the Bye-laws shall be furnished to each Purchaser/s in the Park. The Bye-laws shall be updated from time to time.

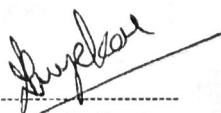


13 Hoarding/Neon-Sign/Advertisement

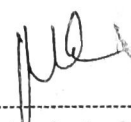
It is expressly agreed that except the said Unit/s the Vendor shall have an irrevocable and perpetual right and be entitled to put a hoarding/Neon-sign/Advertisement anywhere in any of buildings or any part of the Park including terrace and the parapet wall of the Park and the said hoardings/Neon-sign/Advertisement may be illuminated or comprising of neon sign and for that purpose the Vendor is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or on the Park as the case may be and further the Vendor shall be entitled to use and allow to third parties to use any part of the Park and the property for installation of cables, satellites, communication equipment, wireless equipments etc. except said Unit/s. The said right shall continue to subsist even after the execution of appropriate deed/s of conveyance in favour of Purchaser. The Purchaser(s) shall not object to aforementioned rights of Vendor for any reason whatsoever and shall allow the Vendor its agents, servants, etc. to enter into the said Property, the terrace and any other open spaces in the said Property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings.



Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

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पाने २३/२५२

14 Aerial towers etc.

It is agreed that except said Unit/s the Vendor may install mobile communication towers and dish-antennas in the Park in any part thereof under rent and royalty as may be derived in respect of the same by the Vendor from the relevant third parties.

15 Exclusive Rights of the Terrace

The Vendor shall always have the exclusive rights of the terrace of Building. The said right shall continue to subsist even after the execution of appropriate deed/s of conveyance in favour of Purchaser. The Purchaser(s) will not object to aforementioned rights of Vendor for any reason whatsoever.

16 Waiver


16.1 No forbearance, indulgence or relaxation or inaction by the Vendor at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach by Purchaser/s of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/ or position other than as expressly stipulated in these presents.



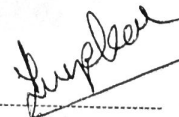
16.2 Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Vendor shall not be construed as a waiver on the part of the Vendor of any breach or non-compliance by Purchaser/s of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Vendor.

17 Signatory

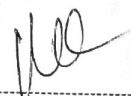
The Vendor shall execute and/or register these presents and/or related confirmation/ conveyance deed and/or all other related documents/agreements/applications, through its Partner **SHRI. MAYUR RATILAL SUCHAK** and/or through its Constituted Attorney **SHRI. AMAR PANDURANG PAWAR / SHRI. RAGHUNATH JAGANNATH HARMALKAR**. The necessary Board Resolution and /or Power of Attorney have been passed/ executed by the Vendor.



Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

ARTICLE V
COVENANTS OF PURCHASER/S

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पाने २०/०५२

ELEMENTARY CLAUSES:

1. Co-operation

The Purchaser/s hereby covenants that he/she/it/they shall extend its full co-operation to the Vendor/PMC and help and do all that is necessary so that the Vendor can comply with its covenants as mentioned hereinabove. If the Purchaser/s is/are interested it can avail of the PMC services at a cost.

2. Immediate Bonafide Industrial Use

The Purchaser/s hereby covenants that he/she/it/they has/have executed this Agreement for Sale with an intention to purchase the said Unit/s as described in the Second Schedule hereunder written for only 'Bonafide Industrial use' which shall be as agreed as per understanding in respect thereof between the parties hereto, the Purchaser/s shall immediately on its occupation commence the manufacturing activity in the said Unit/s.

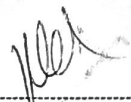
3. Due diligence

The Purchaser/s has/have inspected the relevant documents and has made its inquiries and is satisfied that the Vendor is entitled to develop the said Park thereon and to sell the individual Unit/s as the case may be there within. The Purchaser/s hereby undertakes not to raise any objection/or requisitions in respect of the right of the Vendor to develop/make now and in future any permissible constructions on the said Land and herewith accepts the right of Vendor to sell or transfer now or in future any of such Unit/s or any part thereof or such construction/s except said Unit/s.




4. Legal Interests

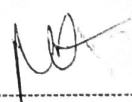
The Purchaser/s agrees that until and unless the full Consideration and other payments as agreed hereinabove is not paid to the Vendor, the Purchaser/s shall have no legal interest in the said Unit/s. And until all the obligations required to be performed by him/her/it/they, are performed by the Purchaser/s, as mentioned here, nothing contained in this Agreement shall be intended to be construed as a grant, demise, assignment or conveyance in law of the said Unit/s to the Purchaser/s.



Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

5. **Confirmation/Conveyance**

Only upon Consideration and other Payments and all other Fees/ Charges of all the Consultants PMC etc, are paid, and only pursuant to 'No Due Certificates' as issued by each such consultant, shall Confirmation/ Conveyance Deed in respect of the said Unit/s be executed.

6. **No rights of the purchaser (s)**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit/s or of the said building or of the said property or any part thereof to the Purchaser(s). The Purchaser(s) shall have no claim of any nature whatsoever save and except in respect of the Unit/s hereby agreed to be sold to him/her/them. All open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds, etc., will remain the property of the Vendor.

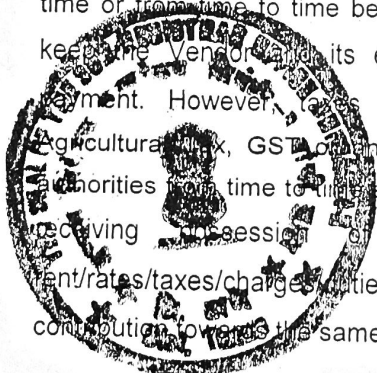
7. **Purchaser (s) Not to Obstruct, Object or Protest**


The Vendor may complete any wing, part, portion or floor of the Building and obtain part occupation certificate and give possession of Unit/s therein to the purchaser(s) of such Unit and the Purchaser(s) herein shall not be entitled to raise any objection thereto. If the Purchaser(s) takes possession of the Unit in such partly completed wing, part or portion or floor and the Vendor or its agents or contractors shall carry on the remaining work with the Purchaser(s) occupying his/her/their Unit, the Purchaser (s) shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.




8. **Payment of Rent, Rates, Taxes, charges etc. and other outgoings**

The Purchaser/s shall bear, pay and discharge, the rates, taxes, assessments, duties, cess, impositions, outgoings and burdens whatsoever which may at any time or from time to time be imposed or charged upon the said Unit/s and to keep the Vendor and its estate and effects indemnified against all such payment. However, taxes like Gram Panchayat Tax, Collectors Non - Agricultural Tax, GST or any such tax as may be levied by the concerned authorities from time to time shall be the liability of Purchaser/s from the date of receiving possession of the said Unit/s. In case any such rent/rates/taxes/charges/duties etc is levied on the Park, then the pro-rata contribution towards the same shall be borne by the Purchaser/s.

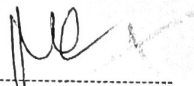




Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

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9. Vendor's NOC for Transfer of Unit

9.1 Purchaser/s can transfer/sell his/her/its/their Unit/s, provided it has already been put to the Bonafide Industrial Use as has been permitted herewithin, subject to the written NOC of the Vendor which the latter shall issue, with the necessary conditions, as may be, viz, clusterwise transfer, i.e. that the proposed transferee shall put up the said Unit/s to the permitted bonafide industrial use as per the permitted industrial policy, as may be applicable as may be amended from time to time and subject to the terms and conditions of this agreement as well as Conveyance/Confirmation Deed which will be executed with respect to the said Unit/s and other constitutional and statutory provisions.

9.2 Notwithstanding anything contained hereinabove paragraph, the Vendor and/or SPV on being satisfied that what is due & payable as and by way of liability have been paid by the Purchaser/s herein and further being satisfied that the prospective Purchaser/s shall carry on the activity of bonafide industrial use in the said Unit/s as permitted under Industrial Policy.

10. Subsistence of Obligation of Purchaser/s

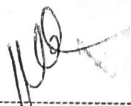
It is agreed, declared and covenanted by the parties hereto that the operation of these presents shall not effect and shall remain in full force despite any future change in the constitution of the Purchaser/s, by introduction of new partners in the firm, or upon conversion of Partnership firm into a Sole Proprietary concern, or by virtue of Sale or transfer of share/s in the firm/HUF/Company as the case may be, or by partition in the HUF coparcenary concern, insolvency, winding up or introduction/ resignation of Director/Partners, or through Amalgamation, or through Takeover, Merger or by way of Possession, Sale, Gift, Exchange, Transfer, or any other means whatsoever, and all liabilities of the Purchaser/s shall continue under these presents.



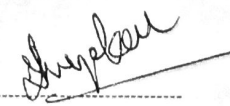
11. Transmission

In the event of death of the Sole Proprietor/Individual/Partner/Director, (if the Purchaser/s is/are a Sole Proprietary concern/Individual/Partnership Firm/Company, respectively) the Transmission of the Unit/s, as the case may, shall be subject to production of the necessary will/succession certificate/heirship records/NOC/ Nomination papers, etc, as applicable under relevant law of succession and other relevant laws of the land.

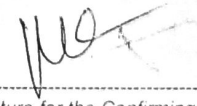
12. The Purchaser/s shall from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Vendor (as the SPV) of the



Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

Park may require for safeguarding the interest of the Vendor and of the Purchaser/s and of the other Purchaser/s and of the said Park.

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13. FSI (Including Floating FSI/FAR/TDR/Slum FSI etc. or whatever as the case may be)

13.1 Except the said Unit/s the Vendor as the Developer shall have an irrevocable right and the Purchaser/s hereby expressly consents and confirms that the Vendor will always be entitled to utilize, in any manner, whatsoever, any FSI and/or Floating FSI/FAR/TDR/ etc. as the case may be, which may be available on the said land under any benefit to the Vendor, or under any law/provision, or any other property or properties as the case may be.

13.2 It is agreed that notwithstanding anything to the contrary, the Vendor shall be entitled at any time to construct additional building/ structures on the land and/or additional floors on proposed buildings proposed to be constructed on the land. Such additional construction may either be on account of additional FSI that may be available from the land or from elsewhere and/or on account of Floating FSI/FAR/ TDR/FSI, etc, or whatever, etc as the case may be, and/or on account of the amendment in the Statutory Development Control Rules or Floor Space Index or otherwise. The Purchaser/s hereby confirm/s and consent/s to the irrevocable right of the Vendor to construct buildings/ structures on the land in the manner deemed fit by the Developer notwithstanding that the Purchaser/s, singly or in association with other Purchaser/s in the Park, shall have no right to claim/object whatsoever, nonetheless these consents and confirmation of the Purchaser/s shall be treated as irrevocable NO Objection given by the Purchaser/s;

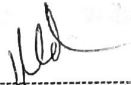


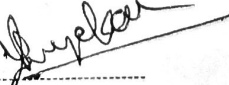
13.3 Parties agree that the Vendor shall be entitled to and shall always have irrevocable right to revise the layout, plans, designs, in respect of the land and to utilize the total and additional FSI and the development rights and/or Floating FSI/FAR/ TDR, etc, or whatever, etc as the case may be, available in respect of the said land or Project land or any other property as the Vendor may desire and the Purchaser/s hereby irrevocably consents to the right of the Vendor to revise and modify the building plan in respect of the said Park from time to time.

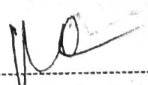
Pre-Inception/Pre-Operation of Business /Industry in the Unit/s

14. Environmental Compliances

Vide Statutory Notice from Urban Development Department and as published in Maharashtra Government Gazette, copies of which are annexed herewith as 'Annexure C colly', NOC from Maharashtra Pollution Control Board has to be


Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

procured for the Industrial Use on the said land do *inter alia* all that is necessary in this respect.

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15. Requisite Permissions/ Approvals/Licences/Consents etc. for the said Industry/ Business

The Purchaser/s shall ensure that all the laws, statutes, ordinance, rules, regulations, requirements, licenses, permits, certificates, judgment, decree, order or direction of any government or quasi – governmental authority, agency, department, board, panel or court has been duly complied with and all requisite permissions, licenses, approvals and authorizations for carrying on its activities in the said Unit/s have been obtained and kept in force and furnish a copy of the same to the Vendor whether demanded or not and indemnify and keep indemnified the Vendor against cost, loss damages and consequences of any nature whatsoever of non – compliance with or breach of any of the aforesaid.

16. Terms & Conditions as may be laid down in further approvals shall be added in supplementary deed to these presents, from time to time.



Acceptance/Operation of Business/Industry in the Unit/s

17. Compliance with the Bye – Laws of the Park

The Purchaser/s hereby agrees that it shall at all times comply with such bye-laws, rules and regulations for the efficient operation and maintenance of the said Park as may be prescribed from time to time. All necessary steps, as may be taken by any prudent Unit-holder/s, towards proper running, operation and maintenance of the said Unit/s Park shall be implemented and complied-with by the Purchaser/s from time to time.

18. Commencement of BIU

That the Purchaser/s shall mandatorily commence the operation of the said bonafide industrial use (as permitted with prior sanction of the Vendor in compliance of the Statutory Approvals) in the Unit/s.

19. Purpose

19.1 The Purchaser/s shall use the said Unit/s only for the bone fide Industrial use of "Green Industry" only, that is for business of manufacturing as permitted under industrial location policy".

19.2 The Purchaser/s shall not use or permit or suffer to be used the said Unit/s as would be constructed thereupon or any part thereof for any other purpose

Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

other than for which the Unit/s is originally purchased by the Purchaser/s and not do or permit to be done any act which in any way will violate any law, statute, ordinance, code, rule, terms of approvals as obtained or to be obtained, notification of any governmental or quasi – governmental authority or any other authority.

19.3 The Purchaser/s may use only a small part of the Unit/s for residence or stay of its workers but with the prior written approval of the Vendor & the relevant statutory authority as may be. The Purchaser/s shall be responsible for the acts of its employees, workers, staff, agents and visitors, etc, while on the said Park and, accordingly, shall take all necessary measures to prevent injury, damage and loss to any person in the Park or to the Park and in case of any untoward incident as may occur as may cause any injury, damage and loss, etc to any person in the Park or to the Park, due to the acts/omissions of the Purchaser/s or any of its employees, workers, staff, agents and visitors, etc, shall do good such injury, damage and loss, etc as may be caused, and hereby indemnifies the Vendor and shall keep the Vendor indemnified against such injury, damage and loss, etc.




20 Maintenance of the Unit


20.1 Purchaser/s shall maintain the said Unit/s at his/her/their its own cost in good tenantable repair and condition from the date on which the permission to use the said Unit/s is/are given by the Vendor to the Purchaser/s and not do or suffer to be done anything in or to the said Unit/s or any part thereof, which may be against the rules, regulations or byelaws of concerned local or any other authority or 'DCR of Park' or 'Bye-laws of Park' and not permanently change/ alter or make addition in or to the Unit/s without the previous written consent of the Vendor and the Statutory authorities as may be.

20.2 Purchaser/s shall carry out at his/her/their/its own costs all internal repairs to the said Unit/s with the necessary permission of the Vendor and the Statutory authorities as may be and shall not do or suffer to be done anything in or to the said Unit/s or any part thereof, which may be against the rules and regulations and bye – laws of the concerned local authority or other public authority or 'DCR of Park' or 'Bye-laws of Park', and in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall alone be responsible and liable for the consequences thereof due to action as would be initiated by the concerned local authority and/ or other public/statutory authority, as the case may be.

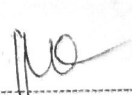
20.3 As a preventive measure, Purchaser/s shall carry out at its own costs and consequences, regular checks and inspections as shall be prescribed by the



Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



Signature for the Confirming party
Mr. Mayur Suchak

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authority as shall be relevant to the said permitted industry/business as would be set up in the said Unit/s, to ensure that no corrosion or natural wasting away of any part of the Unit/s occurs, and in case of any defects as shall be detected during such regular checks and inspections, shall ensure that such remedial steps are taken as shall be necessary, and in case of any untoward incident, the Purchaser/s alone shall be liable, and the vendor shall not be held responsible at all.

20.4 Purchaser/s shall keep the portion, sewers, drains, pipes in the said Unit/s in good tenable repairs and conditions so as to ensure that no damage/ blasts or any untoward incident occurs in the said Unit/s, and in particular so as to support, shelter and protect the other parts of the Park including the immediate neighbouring Unit/s.

21. Environment Protection and Conservation Obligation of Industry regarding Environment

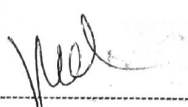
The Purchaser/s shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 and/or any other relevant Act and amendments issued from time to time and the rules made thereunder as also with any conditions which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify the Vendor against the consequences of any breach or non compliance of any such provision or condition as aforesaid. Purchaser/s shall obtain the Environment Clearance from Central Pollution Control Board and Ministry of Environment & Forests.

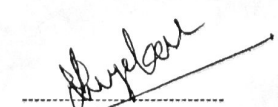
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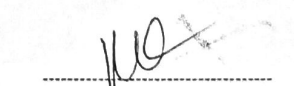
22. Insurance

22.1 It shall be the responsibility of the Vendor to take appropriate insurance policy/policies with respect to the CFCs and other infrastructure facilities, amenities maintained by the Vendor. The Purchaser/s shall not do or permit to do any act or thing which may render void or voidable any insurance of the said plant or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

22.2 Purchaser/s shall obtain adequate and comprehensive insurance policies in respect of the said Unit/s and the Plant and Machinery, Equipments and Goods, whatsoever and all other assets in the Unit/s whether movable or immovable, against the acts of God, fire, riot, war, earthquake, flood, terrorist act etc., and other events of *force majeure*.


Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

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22.3 In case of any untoward incident due to any act or omission due to the negligence or carelessness of the Purchaser/s or its/her/his/their employee, staff, visitor, customers or any other person related to the Purchaser/s that may occur in the said Unit/s and/or any adjacent Unit/s or part of the park, then Purchaser/s shall alone be responsible for such incident and shall do good any damage of whatsoever nature that may be caused due to such untoward incident.

23. **Assignment/transfer etc. of Unit/s on NOC of the Vendor**

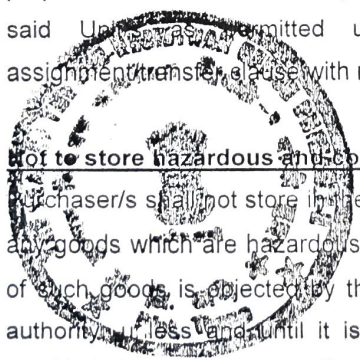
23.1 Purchaser/s shall not assign, lease or sell the said Unit/s or any part thereof or any interest therein along with the Industry or any part thereof as a running business or whatsoever or any interest therein without the previous written consent of the Vendor, which the latter will issue, with the necessary conditions, viz., that the proposed transferee shall put up the said Unit/s to the permitted bonafide industrial use as per the permitted industrial policy, etc, as may be applicable as may be amended from time to time, and subject to the terms and conditions of this agreement as well as Conveyance/Confirmation Deed which will be executed with respect to the said Unit/s and other constitutional and statutory provisions The Purchaser/s shall intimate the Vendor in writing about the assignee/s or transferee/s, and shall also therewith furnish to the Vendor the detailed draft copy of such proposed Assignment/Transfer Agreement for the latter's approval. Pursuant to the written consent of the Vendor, the assignment/transfer deed shall be executed, and the Purchaser/s shall furnish to the Vendor a certified copy of the instrument of assignment, as registered. Upon such Assignment/Transfer, the terms & conditions contained herein shall be *mutatis mutandis* applicable to the assignee/s or transferee/s.

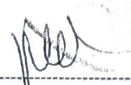
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23.2 Notwithstanding anything contained hereinabove paragraph, the Vendor and/or SPV on being satisfied that what is due & payable as and by way of liability have been paid by the Purchaser/s herein and further being satisfied that the proposed transferee shall carry on the activity of bonafide industrial use in the said Unit/s permitted under Industrial Policy and as per the assignment/transfer deed with respect to the Unit/s.

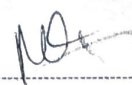
24. **Not to store hazardous and combustible substances**

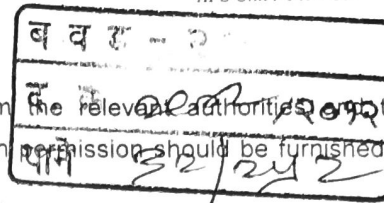
Purchaser/s shall not store in the said Unit/s or in any part thereof or of the Park any goods which are hazardous, combustible or of dangerous nature or storing of such goods is objected by the Vendor or the concerned local or any other authority, unless and until it is required for the running of the Industry, but provided the norms as per the Gazetted Zone-Notice as well as the 1.0 FSI-Notice and all other Notifications/ Approvals, etc are complied with, and subject




Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak



to requisite specific written sanctions from the relevant authorities of the Vendor. (True copy of such statutory written permission should be furnished to the Vendor.)

25. Condition Precedent to Possession of the said Unit

Under no circumstances, the Purchaser(s) shall be entitled to get possession of the Unit without first paying to the Vendor all the amounts due under this Agreement, maintenance deposits and also including interest, if any, due thereon. The Developers shall give possession of the said Unit to the Purchaser(s) on or before the possession date mentioned in this Agreement on receipt of occupation certificate, subject to the normal trade circumstances and availability of building materials and other relevant factors, if any, beyond the control of the Vendor.

26. Structural Changes

26.1 The Purchaser will not make any structural changes in the said Unit/s and shall not do any addition or alteration in the said Unit/s which may damage the RCC frame of the said Unit/s in any manner whatsoever. The Vendor may cause an inspection to be conducted in the said Unit/s from time to time to check whether any structural changes have been done by the Purchaser.

Save and except whatever stated in aforesaid clause, the Purchaser may be allowed to carry out the work of additions and alterations in the said Unit/s subject to prior written approval of the Vendor, and the concerned Statutory Authorities.

Notwithstanding anything contained herewithin, all such improvements/attachments, when made to the said Unit/s by the Purchaser, (whether at its/their own cost or not and whether with or without approval of the Vendor/statutory authority or not) shall belong to the Vendor and shall be deemed to be part of the said Unit/s and shall be subject to the terms and conditions of this agreement.

26.4 Elevation As It Is

The Purchaser shall not carry out any changes to the Elevation/ Facade /Architectural feature of the said Unit/s.

27. Not Occupy Any Area Other Than Said Unit/s

The Purchaser shall not store or leave any belongings including any articles or goods outside the said Unit/s or in the common passage leading to the around the said Unit/s around the Industrial Unit Building in which the said Unit/s is/are situated. In the event of Purchaser committing any default, the Vendor will be



Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

entitled to remove such belongings or goods of the Purchaser at the cost and risk of the Purchaser and recover from the Purchaser the charges incurred by the Vendor for doing so along with penalty for each negligent/careless act. In the event any such belonging or any articles or goods so removed by the Vendor are incapable of being stored at any place, the Vendor shall have right to confiscate the same and dispose off the same at the price the Vendor may deem proper, and appropriate the proceeds thereof without being liable to give any account thereof to the Purchaser. The Purchaser will not be entitled to raise any dispute or claim regards destruction of the belongings or goods of the Purchaser left outside the said Unit/s at any time in any manner whatsoever.

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Miscellaneous

28. Cordial Relations and Vicarious Liability

- 28.1 Purchaser/s and his/her/its workers, employees, staff, visitors, customers or any other person related to the Purchaser/s shall maintain cordial relations with the Vendor and/or SPV and owners, and occupiers of other Unit/s;
- 28.2 Vendor and/or SPV shall not be responsible and the property of the Park shall be saved by the Purchaser/s in case of a strike or a lock out or any kind of violence.



Purchaser/s shall be responsible for the acts, deeds, things and in relation to all the matters pertaining to the employees, visitors, staff of the Purchaser/s.

28.4 The Purchaser/s hereby agrees that it shall comply and shall ensure compliance at all times during the said term with all statutory and other requirements for ensuring the health, safety and welfare of the persons who would be employed in the industry as would be set up on the said Unit/s and shall not do or cause or permit or suffer to be done on the said Unit/s or any part thereof anything which may cause damage to the Vendor or to the occupiers, as may be, of any part of the land adjoining to the said Unit/s.

28.5 The Purchaser/s during all time shall be responsible for the acts done by its employees, persons, staff, workers during the course of their employment/work. Vendor shall not be held accountable for any such act/deed.

29. Nuisance

- 29.1 The Purchaser/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit/s into the compound or any portion of the said Park.
- 29.2 The Purchaser/s shall not discharge, dump, leave or burn nor cause or permit the discharging, dumping, leaving or burning of any wastage including but not

Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak


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- limited to pollutants into the surface or other drains or in or upon any part of the said Unit/s and/or the said Park nor litter or permit any littering in the common areas in or around the said Unit/s and/ or the said Park
- 29.3 The Purchaser/s shall at its own cost and expense make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Unit/s and/or the said park to the requirement and satisfaction of the Vendor and/ or relevant government and statutory authorities consequence any violation in this regard committed by the Purchaser/s shall be faced by the Purchaser/s alone.
- 29.4 The Purchaser/s shall not do either by himself/ itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Unit/s, and the Park or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Park. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, or any other facility provided in the said Park.
- 29.5 The Purchaser/s shall not do or permit or suffer to be done anything in or upon the said Unit/s or any part of the said Park which is or may, or which in the opinion of the Vendor is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, business, enjoyment, quiet or comfort of the occupants of the adjoining Unit/s or the Park provided always that the Vendor shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining Unit/s of the said Park and the Purchaser/s shall not hold the Vendor so liable.
- 29.6 The Purchaser/s shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Unit/s or in or on the common area in and on the said Park.
- 29.7 The Purchaser/s shall not park any vehicle in any other place other than the designated area allotted to them;
- 29.8 The Purchaser/s shall not be allowed to use roads described in the layout for the parking of any vehicle.

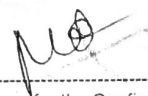


30. PARKING/ TRAFFIC REGULATION

The Purchaser/s shall park its vehicles in the designated area as would be allocated within the Park. The Purchaser shall not park Light/Heavy Motor on the Internal Road or any Road leading to the said Unit/s so as to block the movement of Vehicles in the said Park and the Purchaser shall abide by Traffic


 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak

Regulation inside the said Park as may be prescribed by the Purchaser and/or by the appointed by the Vendor from time to time for the management of the said Park in the said property.

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31. Usage of other parts of the Park

Except the said Unit/s the Purchaser/s agrees and confirms that right to the CFCs, terraces of the buildings, parking space, roads etc in the park are reserved to the Vendor. The Purchaser/s hereby agrees and confirms that the Purchaser/s have No Objection for the same. The Purchaser/s shall not have any objection in future, if part or portion thereof is being used by the Vendor or any such person as authorized by the Vendor for advertisement, hoarding or display purpose. The Purchaser/s further agreed that the he/she/it shall not obstruct or hinder the Vendor from carrying out their work in any manner whatsoever.

32. Display

32.1 Except said Unit/s the Purchaser/s shall not display at any place in the said Park any bills, posters, hoardings, advertisement, name boards, neon sign boards or illuminated sign boards without the prior permission of the Vendor. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Park or on any common area therein or in any other place in the said Park.

32.2 The Purchaser/s may display a name board of its permitted business at the entrance of the said Unit/s, with the prior permission of the Statutory Authorities if any.




33. Security

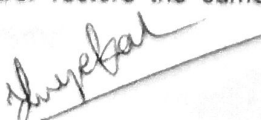
The Purchaser/s shall be responsible for the 24 hour round the clock security of the said Unit/s, etc. as the case may be.

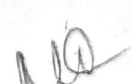
34. Vendor's right to enter and inspect

The Purchaser shall allow any person authorized by the Vendor to inspect the said Unit/s, the sewer lines, water meter, storm water drain and other utility services etc, in the said Unit/s.

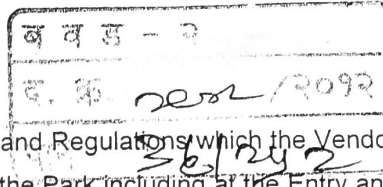
Whilst inspecting the said Unit/s if such authorized person of the Vendor detects any fault which in his opinion is due to act of the Purchaser then in that event the Vendor shall call upon the Purchaser to repair and/or restore the same immediately at his/its/their own cost failing which the Vendor though not obligated to shall repair and/or restore the same without any obstruction or


Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar


Signature for the Confirming party
Mr. Mayur Suchak

hindrance by the Purchaser and shall have right to recover the cost, charges and expenses thereof from the Purchaser.



35. Entry/Exit/Security Norms Etc

The Purchaser will be bound by all the Rules and Regulations which the Vendor may stipulate from time to time for the use of the Park including at the Entry and Exit from the said Park on the said property and Security verification by the staff of the Vendor of the Purchaser's visitors and employees from time to time.

36. Prohibited from forming any Association against SPV

Purchaser/s hereby agrees that he/she/it shall not form any association or a group or Union of whatever nature against the SPV.

37. Time - frame for Registration

This Agreement for Sale shall be registered with the Sub-Registrar of Assurances on a mutually agreeable date, or within the statutory time frame as mentioned in the applicable law from the date of execution of these presents, whichever is earlier.

38. Signatory

The Purchaser/s MR. RAJESH MAYEKAR shall himself execute and/or register these presents and/or related conveyance and/or all other related documents/agreements/applications . The necessary Board Resolution and /or Authority Letter and /or Power of Attorney has been executed by the Purchaser/s.



ARTICLE VI

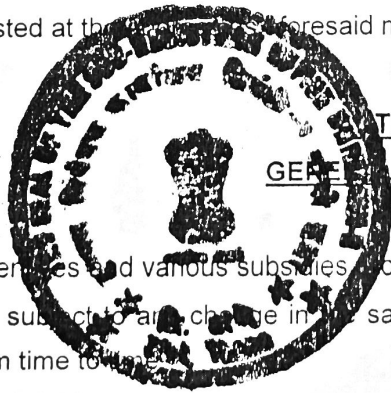
NOTICES

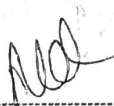
All letters, receipts, notices, consents and No Objections, etc, to be given under this Agreement for Sale shall be in writing and notice to be given to the parties shall be considered as duly served if the same shall have been delivered, or posted at the aforesaid mentioned.

ARTICLE VIII

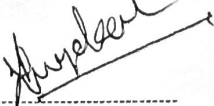
GENERAL DISCLAIMER

1.1 Incentives and various subsidies provided under Government Schemes/ Policies are subject to any change in the same, as may be notified by the Government from time to time.

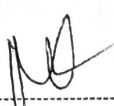




Signature for the Vendor
Mr. Mayur Suchak



Signature for the Purchaser
Rajesh Mayekar



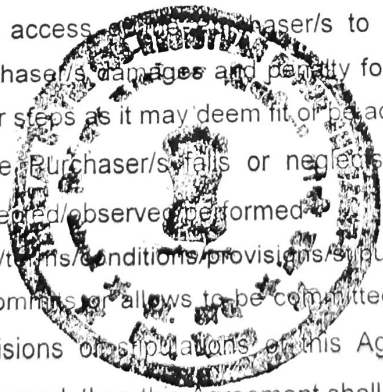
Signature for the Confirming party
Mr. Mayur Suchak

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- 1.2 Management of the entire Park in respect of Operation and Maintenance shall be the complete responsibility of SPV but however handling the employees, staff, visitors, dealing with the political problems or disturbances or any outside obstruction for the said Unit/s shall be the complete responsibility of the Purchaser/s.
- 1.3 Vendor shall make all efforts in order to obtain maximum number of approvals for the various Utility Services to be provided in the said Park. However, Vendor should not be held liable, if for whatsoever reason Vendor is unable to obtain the same.

ARTICLE IX
CONTINGENCIES

- 1 If the Unit/s ceases to be utilized for the bonafide Industrial Use for which it was supposed to be used (as per this Agreement for Sale), then confirmation/ conveyance deed as may have been executed by then, shall be cancelled, and the Purchaser/s shall hand back the final possession, peacefully, of the said Unit/s to the Vendor. In this case, the ownership of the Unit/s shall vest in the Vendor. Nonetheless, if necessary, the Vendor shall have a right to adopt appropriate legal proceedings against the Purchaser.
- 2 If the Purchaser/s makes any construction beyond his/her/their Unit beyond the eligible FSI or try to construct or make any kind of set up in any area that does not fall within the limits of the said Unit/s or do any such construction without the plan and other details being finalized by the PMC (henceforth referred to as "illegal construction") then, Vendor has the absolute authority and right to break such construction and stop the work.
- 3 If there is any change in user of the said Unit/s without the prior approval of the Vendor, then the Vendor shall have the right to stop such changed user and also stop access of the Purchaser/s to the said Unit/s, as also press upon the Purchaser/s damages and penalty for such unauthorized use, and initiate such other steps as it may deem fit or be advised.
- 4 If the Purchaser/s fails or neglects to observe or perform or allows to be neglected/observed/performed a rule/bye-laws/terms/conditions/provisions/stipulations etc of this Agreement or otherwise, or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this Agreement on its part to be observed and performed, then this Agreement shall stand.
- 5 If the Purchaser/s its/his/her staff, employee, visitor or any other person relating to the Purchaser/s violates any of the provisions of the DCR for Park/ Byelaws of Park, then the Vendor shall have the right to stop such violation of the provisions



Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

of the DCR for Park, and shall also take stringent action and adopt legal recourse against the Purchaser/s and such defaulting person whomsoever he/she may be, as it may deem fit or be advised.

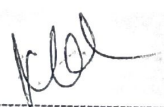
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- 6 In the event the fees and other charges due to the Vendor for the services if any provided and to the contractors, various architects, etc are not paid by the Purchaser/s, and till the No-Dues Certificate is not obtained by all the relevant authorities, the Vendor shall have all the right to hold the execution of the Confirmation/Conveyance Deed till such charges and fees is paid.
- 7 If the Purchaser/s, being a company, passes any resolution for winding up or allows a petition for winding up presented against it or if a receiver is appointed for the whole or part of the Unit/s, or if on account of loan of any Bank, the DRT auction is held, or if the Company is declared sick under BIFR, on or before the final installment is paid or even otherwise, then the Vendor shall have the first charge over the said Unit/s to the extent of all dues/ liabilities, etc of the Purchaser/s as may be pending in favor of the Vendor.
- 8 If the Purchaser/s being a person becomes bankrupt, then the Vendor shall have the first charge over the said Unit/s to the extent of all dues/ liabilities, etc of the Purchaser/s as may be pending in favor of the Vendor.

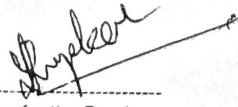
ARTICLE X
INDEMNIFICATION

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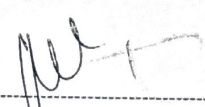
- 1.1 Purchaser/s shall indemnify the Vendor and other Unit holders and hold them harmless from and against any and all claims, demands, causes of action, losses, liabilities and expenses resulting or arising from the act, action or deed of the Purchaser/s or its employee, staff, visitor or any other such person associated with the Purchaser/s.
- 1.2 Purchaser/s shall indemnify the Vendor and other Unit holders and hold them harmless from and against any and all claims, demands, causes of action, losses, liabilities and expenses resulting or arising from any incident such as fire, strike, blast etc irrespective of the fact that the Purchaser/s took all prudent steps to prevent the same.
- 1.3 The Purchaser/s hereby agrees that the Vendor shall be indemnified against any act and all claims/damages which may be caused, to the said Unit/s or to any adjoining Unit/s, and also against all payments whatsoever which during the progress of the work may become payable or be demanded by all statutory authorities in respect of anything done by the Purchaser/s under these presents.
- 1.4 Purchaser/s agrees to indemnify the Vendor and other Unit/s holders for the loss and inconvenience caused to them for any illegal construction.



Signature for the Vendor
 Mr. Mayur Suchak



Signature for the Purchaser
 Rajesh Mayekar



Signature for the Confirming party
 Mr. Mayur Suchak

- 1.5 Purchaser/s agrees to indemnify the Vendor and other Unit holders against violation or non performance and/or non-adherence to the norms and terms of Notice, Notification and Rules, etc and other Approvals of Park.
- 1.6 Purchaser agrees to indemnify the Vendor in concurrence or any contingency.

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ARTICLE XI
UNDERTAKING

The Purchaser/s doth hereby agree and undertake to comply with all the rules, regulations, bye laws, notifications issued by the Government, Central Government as well as the State Government, Corporation, Panchayat, Councils or any such authorities as the case may be which are in force at all material time during the subsistence of these presents as well as all the amendments made thereto and corrigenda issued by the Government from time to time and at all times and any violation or deviation therefrom shall in consequence result into forthwith termination of this presents and any damages in terms of money or otherwise whatsoever nature as the case may be shall be recovered from the Purchaser/s herein and in such cases Vendor shall have first charge and lien on the Unit/s allotted to the Purchaser/s as the case may be, and every



or Of part thereof.

ARTICLE XII
HEADINGS

The headings of the paragraphs of this Agreement are for convenience only and in no way limit or affect the terms or conditions of this Agreement. They shall be integral part of these presents.

ARTICLE XIII
AMENDMENTS

Any term of this Agreement may be amended only with the mutual written consent of both the Parties hereto.



ARTICLE XIV
DISPUTE RESOLUTION

1. ARBITRATION.

- 1.1 In the event of there being any dispute or difference between the parties concerning the validity or interpretation of this Agreement or anything contained herein, or in connection therewith or relating to any of the rights, duties, obligations, or the performance thereof, such dispute shall, failing

Signature for the Vendor
Mr. Mayur Suchak

Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

mutual agreement of the Parties to settle it in any other way, be referred to arbitration in accordance with the Indian Arbitration laws enforceable at that time;

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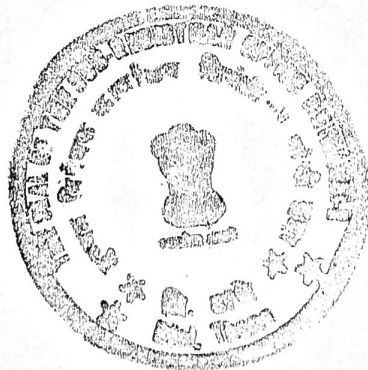
- 1.2 The venue of such arbitration shall be Mumbai.
- 1.3 The arbitration award shall be final and binding upon the Parties and shall not be subject to appeal. Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order for enforcement, as the case may be.

2. JURISDICTION

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India and the Courts at Mumbai shall have jurisdiction over all matters arising out of or related to this Agreement.

ARTICLE XV
SEVERABILITY

If for any reason whatsoever, any provision of this Agreement becomes, or is declared by Court of competent jurisdiction to be invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on one or more provisions to be substituted thereof, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability and the remainder of the Agreement or any Agreement or document appended hereto or made a part hereof, shall not be affected thereby and shall be construed as it would have been prior to such invalidation.



[Signature]

Signature for the Vendor
Mr. Mayur Suchak

[Signature]

Signature for the Purchaser
Rajesh Mayekar

[Signature]

Signature for the Confirming party
Mr. Mayur Suchak

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

FIRST SCHEDULE

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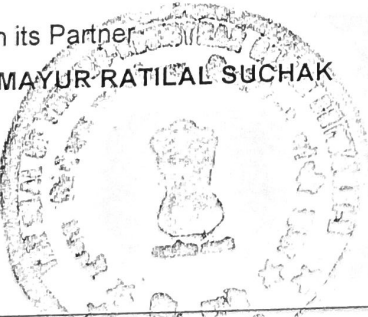


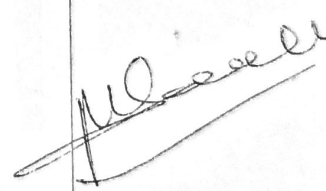
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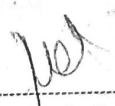
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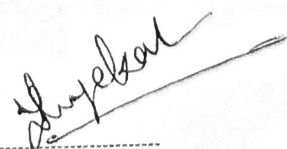
The land ("said/ industrial land") included in Renaissance Infrastructure Industrial Park to be developed in the First Phase of Development bears the following Survey Nos: S.No. 4 Pt; S.No. 9; S.No. 10; S.No. 11 Pt; S.No. 13 Pt; S.No. 15 Pt; S.No. 17; S.No. 18; S.No. 19; S.No. 20; S.No. 21; S.No. 22; S.No. 23; S.No. 24; S.No. 25; S.No. 26; S.No. 29 Pt; S.No. 33; S.No. 34; S.No. 35; S.No. 36; S.No. 37; S.No. 38; S.No. 39; S.No. 40; S.No. 41; S.No. 42; S.No. 43; S.No. 44; S.No. 45; S.No. 46; S.No. 47; S.No. 48; S.No. 49; S.No. 50; S.No. 52; S.No. 53 S.No. 54; S.No. 58 Pt; S.No. 62 S.No. 65; S.No. 67; lying being and situated at Gram Panchayat Village Vashere, Taluka Bhiwandi, District Thane, Maharashtra, India.

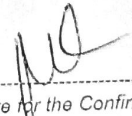
SECOND SCHEDULE

That Unit bearing No. 007, situated on Ground floor, admeasuring about 1502 sq. ft. carpet area, in Industrial Estate bearing No. A-1, in Sector III, tentatively and partly demarked upon Plot bearing Survey/ Hissa No. 29/3, 33/7, 35/5, 35/4, 33/6/4, located in Renaissance Infrastructure Industrial Park, lying, being & situated at village - Vashere, Taluka - Bhiwandi, Dist - Thane, as demarcated in the Plan annexed hereto in red colour shade.



VENDOR & EXECUTOR	PHOTO	SIGN
M/s. RENAISSANCE INFRASTRUCTURE through its Partner SHRI. MAYUR RATILAL SUCHAK 	 	


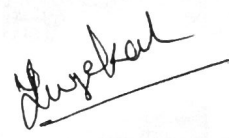

Signature for the Vendor
Mr. Mayur Suchak


Signature for the Purchaser
Rajesh Mayekar



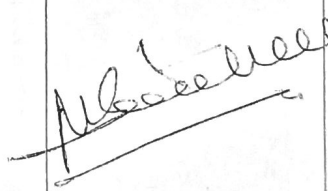

Signature for the Confirming party
Mr. Mayur Suchak

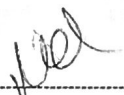
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 द. क्र. २००१/२०१२
 पाने २२/२५२

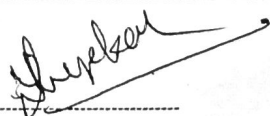
CONSTITUTED ATTORNEY ADMITTING OF EXECUTION ON BEHALF OF VENDOR	PHOTO SIGN
M/S. RENAISSANCE INFRASTRUCTURE through its Partner SHRI. MAYUR RATILAL SUCHAK through his Constituted Attorney SHRI. AMAR PANDURANG PAWAR / SHRI. RAGHUNATH JAGANNATH HARMALKAR	 


PURCHASER/S	PHOTO	SIGN
MR. RAJESH HARISHCHANDRA MAYEKAR as the proprietor of JAI BHAWANI TRADER		



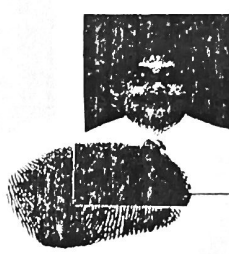

CONFIRMING PARTIES THROUGH THEIR CONSTITUTED ATTORNEY SHRI. MAYUR RATILAL SUCHAK & EXECUTOR	PHOTO	SIGN
(1) SHRI. BALU NAHU JOSHI, (2) SHRI. NAGO NAHU JOSHI, (3) SMT. SHEVANTI SHRIPAT JOSHI, (4) SHRI. DATTA SHRIPAT JOSHI, (5) SHRI. ANANTA SHRIPAT JOSHI, (6) SMT. SUGANDHA KASHINATH PATIL, (7) SMT. KUNDA JAIRAM GURAV, (8) SMT. SHAMI JAYVANT BHOIR, (9) SMT. AASHA SHRIPAT JOSHI (alias	 	


 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar



 Signature for the Confirming party
 Mr. Mayur Suchak


<p>SMT. SUREKHA SURESH KARALE), (10) SMT. NIRABAI GANPAT JOSHI, (11) SHRI. SANTOSH GANPAT JOSHI, (12) SHRI. GANESH GANPAT JOSHI, (13) SHRI. JAGDISH GANPAT JOSHI, (14) SHRI. RAMESH GANPAT JOSHI, (15) SMT. SAMJIBAI GANPAT JOSHI,</p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> व व ड - २ </div> <div style="border: 1px solid black; padding: 5px;"> द. क्र. २०६२/२०१२ पाने २३/२५२ </div>
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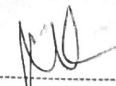
CONFIRMING PARTIES (ADMITTING OF EXECUTION)	PHOTO	SIGN
<p>(1) SHRI. BALU NAHU JOSHI, (2) SHRI. NAGO NAHU JOSHI, (3) SMT. SHEVANTI SHRIPAT JOSHI, (4) SHRI. DATTA SHRIPAT JOSHI, (5) SHRI. ANANTA SHRIPAT JOSHI, (6) SMT. SUGANDHA KASHINATH PATIL, (7) SMT. KUNDA JAIRAM GURAV, (8) SMT. SHAMI JAYVANT BHOIR, (9) SMT. AASHA SHRIPAT JOSHI (alias SMT. SUREKHA SURESH KARALE), (10) SMT. NIRABAI GANPAT JOSHI, (11) SHRI. SANTOSH GANPAT JOSHI, (12) SHRI. GANESH GANPAT JOSHI, (13) SHRI. JAGDISH GANPAT JOSHI, (14) SHRI. RAMESH GANPAT JOSHI, (15) SMT. SAMJIBAI GANPAT JOSHI</p> <p>through their Constituted Attorney SHRI. MAYUR RATILAL SUCHAK with his Constituted Attorney SHRI. AMAR PANDURANG PAWAR SHRI. RAGHUNATH JAGANNATH HARMAL</p>		

Stamps
 (अपने
 नाम)

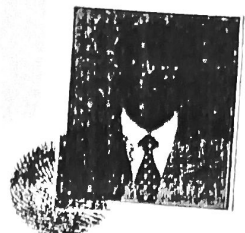

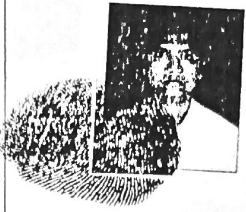
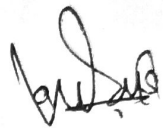



 Signature for the Vendor
 Mr. Mayur Suchak

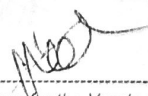

 Signature for the Purchaser
 Rajesh Mayekar



 Signature for the Confirming party
 Mr. Mayur Suchak


द. ११.२००२ / २०१२

WITNESSES	PHOTO	SIGN
Mr. Pavan Ratnakar Patil		
Mr. Vishal Dattajirao Ghosale.		




 Signature for the Vendor
 Mr. Mayur Suchak


 Signature for the Purchaser
 Rajesh Mayekar


 Signature for the Confirming party
 Mr. Mayur Suchak

व व ड - २
द. क्र. २०८२२०१२
पाने ०५/१५२

RECEIPT

RECEIVED on the day and year first hereinabove written of and from the within-named Purchaser/s, a sum of **Rs. 6,00,000/- (Rupees Six Lac Only)** vide Cheque Payments (subject to realization), as hereunder detailed, being the part Consideration amount paid by the Purchaser/s in respect of the said Unit/s in terms of this Agreement for Sale hereof:-

Cheque No.	Dated	Name of the Bank	Name of the Branch	Amount (Rs.)
191902	30.09.2011	Dattatraya Maharaj Kalambe Jaoli Sahakari Bank Ltd.	Ghatkopar (West)	1,00,000/-
191922	01.11.2011	Dattatraya Maharaj Kalambe Jaoli Sahakari Bank Ltd.	Ghatkopar (West)	5,00,000/-
TOTAL				6,00,000/-



I say Received



For *M/s. RENAISSANCE INFRASTRUCTURE*
Partner/Authorized Signatory/Constituted Attorney



Signature for the Vendor
Mr. Mayur Suchak

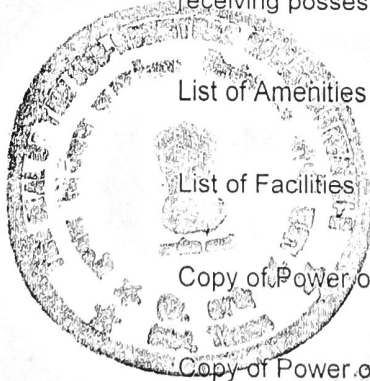
Signature for the Purchaser
Rajesh Mayekar

Signature for the Confirming party
Mr. Mayur Suchak

ब व ड - २
व. क्र. २६०२ / २०१२
पारी २६/०५/१२

LIST OF ANNEXURES

- Annexure – A:** Copy of the Plan of the said Unit.
- Annexure - B colly:** Copies of D C (I)'s Orders along with the lists of details of land and Order of extension of the validity period dated 03.12.2010
- Annexure - C colly:** Copies of M.G.G. (Maharashtra Government Gazette) Notice for interalia industrial zone change, Newspaper notices from U.D. Dept.,
- Annexure – D:** Copy of Notice from M.G.G. (Maharashtra Government Gazette) for interalia 1.00 FSI.
- Annexure – E:** A copies of relevant '7/12 extract' tentatively with respect to said Unit/s.
- Annexure – F colly:** Copies of Index II & Registration receipt in respect of Conveyance Deed, Development Agreement and Supplementary Development Agreement.
- Annexure - G:** Specification of the said Unit
- Annexure - H:** Details of payments to be made the at the time of receiving possession of the said Unit/s
- Annexure I** List of Amenities
- Annexure J** List of Facilities
- Annexure K** Copy of Power of Attorney of Confirming Parties
- Annexure L** Copy of Power of Attorney of Vendor.



Mr. Mayuk Suchak
 Signature for the Vendor
 Mr. Mayuk Suchak

Rajesh Mayekar
 Signature for the Purchaser
 Rajesh Mayekar

Mr. Mayuk Suchak
 Signature for the Confirming party
 Mr. Mayuk Suchak