

NO PAYE/DUTY
 Pay Order No. P.O. 185857
 Under Rs. 24,900/-
 Date: 15/11/2006

PAY TO THE ORDER OF: SUB-REGISTRAR PAMEL

ONE THOUSAND NINE HUNDRED AND FORTY NINE RUPEES ONLY

On account of: SINGHAR JIKAPALLE PAM NO. 185857

For: JANAKALYAN SAHAKARI BANK LTD.

5, Rs. 24,900.00

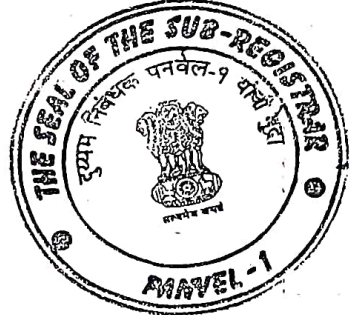
Signature: [Handwritten Signature]

Authorised Signatories

SAHAKARI BANK LIMITED
 B-1, RAJAH HOTEL BLDG, NEAR VEDIPAKSHI LAMDA,
 OLD PAMEL, PAMEL-410026

0101046 P.O. 4001050231

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ICICI Bank

Customer Copy

Deposit Br. _____ Date: 16/11/2007
 Pay to: ICICI Bank Ltd. A/C Stamp Duty
 Franking Value Rs. 1,49,400/-
 Service Charges Rs. 101/-
 Total Rs. 1,49,501/-

Name of Stamp duty paying party:
M/s Amnet Enterprises

Thane

Received with Thanks 1,49,400/-
 Rs. _____

Towards Payment of Stamp Duty

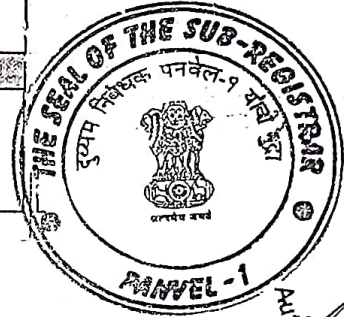
DD / Cheque No. _____

Drawn on Bank _____

FRANKING DEPOSIT SLIP

Tran ID _____ (For Bank's Use only)

Franking No. 62959
 Office _____



AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Kharghar, Navi Mumbai, on this 23rd day of November, in the Christian year Two Thousand Seven between **M/s. GREEN VALLEY HOMES DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at SHOP NO. 6, 7 & 8, ROYAL PALACE, PLOT NO.11, SECTOR-2, KHARGHAR STATION ROAD, KHARGHAR, NAVI MUMBAI-410210, hereinafter referred to as "the Developer", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns), of the ONE PART;

For ICICI Bank Ltd. for one down from wife
 Plot No. 5, Sector 19, Panvel Matharan Road, Panvel, Maharashtra-410 206.
 Authorized Signatory (V.C.R. 101/11/16/2005/735)
 Sorrel Sripa 0735

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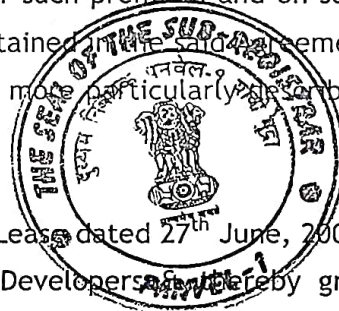
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AND

M/s. Amrut Enterprises, a partnership firm, represented by its partners (1) Mr. Suresh Rama Rao Itkapalle (2) Mr. Fagual Nanhu Pal & (3) Mr. Ashok Ram Raj Pal having its office address at Shop No.6, Behind Cosmos Tower, Near Majiwada Bridge, Gokul Nagar, Thane (W) hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns, in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner and in case of a limited company, its successors and permitted assigns) of the OTHER PART: -

WHEREAS:

- A. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO) is the New Town Development Authority declared for the area designated as New Town Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Section (1) and (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966.
- B. By and under an Agreement for Lease dated 27th June, 2005, CIDCO granted lease to M/s. Shree Gami Developers & thereby granted a license to enter upon a plot bearing plot number 17, Sector 2, Kharghar, Navi Mumbai admeasuring 3038.19 square meters (hereinafter referred to as "the said First Plot") at and for such premium and on such terms and conditions, more particularly contained in the said Agreement dated 27th June, 2005. The said First Plot is more particularly described in the FIRST SCHEDULE hereunder written.
- C. By and under another Agreement for Lease dated 27th June, 2005, CIDCO granted lease to M/s. Shree Gami Developers & thereby granted, a license to enter upon a plot bearing plot number 18, Sector 2, Kharghar, Navi Mumbai admeasuring 3038.06 square meters (hereinafter referred to as "the said Second Plot") at and for such premium and on such terms and conditions, more particularly contained in the said Agreement dated 27th June, 2005. The said Second Plot is more particularly described in the SECOND SCHEDULE hereunder written.



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- D. As per the provisions of the said two Agreements to Lease both dated 27th June, 2005, the said M/s. Shree Gami Developers were entitled to enter upon the said First Plot and the said Second Plot for the purpose of putting up construction thereon for Commercial cum Residential user and upon completion of the construction as per the terms of the said Agreements for Lease dated, 27th June 2005, CIDCO would grant a lease deed (hereinafter referred as "the said lease deed") in favour of the said M/s. Shree Gami Developers and/or assignee thereof in the format annexed to the said two Agreements for Lease dated 27th June, 2005.
- E. The said M/s. Shree Gami Developers applied to CIDCO for amalgamation of the said First Plot and the said Second Plot and by and under their letter dated 1st July 2005, CIDCO has granted its permission to amalgamate the said First Plot and the said Second Plot on the terms and conditions contained in the said letter issued by CIDCO.
- F. By and under a Tripartite Agreement dated 17th April 2006, made and entered into between the said M/s. Shree Gami Developers, CIDCO and the Developer herein, and registered with the Sub-Registrar of Assurances at Panvel under number 3053/2006 the said M/s. Shree Gami Developers have transferred all their right, title interest in to upon the said First Plot and the said Second Plot to the Developer herein, with the consent and confirmation of CIDCO on the terms and conditions as stated in the said Tripartite Agreement dated 17th April, 2006. Pursuant to the execution of the said Tripartite Agreement dated 17th April, 2006, CIDCO has accepted the Developer as the new licensee of CIDCO in respect of the said First Plot and the said Second Plot, as per the provisions of the afore-recited Agreements for Lease dated 27th June, 2005.
- G. In the circumstances all the rights, title & interest under the said two agreements to lease both dated 27 June 2005 have been assigned to the Developer herein by virtue of the said tripartite agreement dated 17th April 2006 and the Developer herein is entitled to the said First Plot and the said Second Plot in terms of the said Agreements for Lease recited in recitals A and B above.







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- H. By and under an Agreement to Lease dated 7th September, 1995, made and executed between CIDCO and one Dewan Housing Finance Corporation Limited (hereinafter referred to as "DHFCL"), CIDCO granted lease to DHFCL & thereby granted a licence to enter upon a plot bearing plot number 19, Sector 2, Kharghar, Navi Mumbai admeasuring 3499.35 square meters (hereinafter referred to as "the said Third Plot") at and for such premium and on such terms and conditions, more particularly contained in the said Agreement dated 7th September, 1995. The said third Plot is more particularly described in the **THIRD SCHEDULE** hereunder written.
- I. By and under a Tripartite Agreement dated 16th December, 2005, made and entered into between the said DHFCL, CIDCO and the said M/s. Concrete Builders and registered with the Sub-registrar of Panvel under serial number 1127 of 2006 on 27th February, 2006, the said DHFCL have transferred all their right, title interest in to upon the said Third Plot to the said M/s. Concrete Builders, with the consent and confirmation of CIDCO on the terms and conditions as stated in the said Tripartite Agreement dated 16th December, 2005.
- J. M/s. Concrete Builders has made an application to CIDCO Ltd to grant its permission to transfer & assign the said plot in favour of the Developer herein & accordingly by and under a Tripartite Agreement dated 21st April, 2006, made and entered into between the said M/s. Concrete Builders, CIDCO and the Developer herein, and registered with the Sub-Registrar of Assurances at Panvel under number 3239/2006 the said M/s. Concrete Builders have transferred all their right, title interest in to upon the said Third Plot to the Developer herein, with the consent and confirmation of CIDCO on the terms and conditions as stated in the said Tripartite Agreement dated 21st April, 2006. Pursuant to the execution of the said Tripartite Agreement dated 21st April, 2006, CIDCO has accepted the Developer as the licensee of CIDCO in respect of the said Third Plot as per the provisions of the afore-recited Agreement to Lease dated 7th September, 1995.







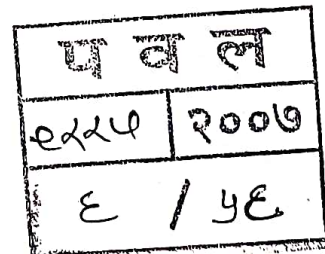


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- K. By and under a modified Agreement dated 30th May, 2006, CIDCO has granted permission to the Developer to construct buildings on the said Third Plot for Commercial-cum-Residential user.
- L. The Developer herein had made an application for the amalgamation of the Third Plot i.e. Plot No. 19 with already amalgamated First & Second Plot i.e. Plot No. 17 & 18 respectively & accordingly on compliance of the conditions thereof, CIDCO has accordingly by its letter Dated 17th July 2006 granted permission for the said amalgamation. Copy of said amalgamation letter is annexed herewith as Annexure "A".
- M. Thereafter on 27th October 2006, the Developer herein made an application to CIDCO to grant permission to construct "Shopping Mall & Multiplex" upon the said property & accordingly CIDCO vide its letter dated 18th April 2007 granted the said permission.
- N. The aggregate area of the said amalgamated First, Second & Third Plot is totally admeasuring 9575.60 square meters and are hereinafter collectively referred to as "the said Property".
- O. In the circumstances, the Developer herein became entitled to enter upon and construct buildings for Commercial-cum-Residential user on the said Property and became further entitled to be granted a lease by CIDCO in respect of the said Property in terms of the Agreements for Lease as stated above.
- P. On an application made by the Developer in that behalf, by and under its letter dated 24th January, 2007, CIDCO has issued to the Developer a Commencement Certificate in respect of commencement of construction on the said Property, a copy whereof is annexed herewith as Annexure "B".
- Q. The Developer has informed the Purchaser/s that the Developer has appointed Mr. SATISH V. AHUJA as the Architects in respect of the said building and M/s. EPICONS CONSULTANTS PVT. LTD as the Structural Engineer for the preparation of the structural design and drawings of the building.



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R. As aforesaid, the Developer shall be constructing a building comprising of **Ground plus Four Upper Floors** in accordance with the plans designs, specifications accepted and approved by the concerned local authority and which have been seen and accepted by the Purchaser/s, with such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government, into a Shopping Centre/Mall to be known as "Glomax Mall" hereinafter referred to as "the said building".

S. The title of CIDCO to the said Property right of the Developer to develop the same has been certified by M/s. **VRA LAW ASSOCIATES** (Advocate & Solicitor) vide his title Certificate dated 6th June 2007 and a copy of the said Title Certificate is annexed hereto as **ANNEXURE "C"**.

T. The Developer has informed the Purchaser/s that the Developer has by and under an Indenture of Mortgage dated 25th April 2006 mortgaged their right and interest in to upon the said Property portion to and in favour of The Cosmos Co-operative Bank Limited in consideration of April certain loan facilities extended by The Cosmos Co-operative Bank Limited to the Developer. The said Indenture of Mortgage dated 25th 2006, is registered with the sub-registrar of Assurances- Panvel on 26th April 2006 under number 03359/2006.

Thereby the Purchaser has agreed to make the payment to the Developer herein by way of cheque/DD favouring "The Cosmos Co-Operative Bank Ltd A/c M/s. Green Valley Homes Developers (P) Ltd."

U. The Purchaser has approached the Developer for acquiring a unit bearing no. **G-41** on the **Ground floor** admeasuring **55.647 sq.mtr.** Built-up area in the said building (hereinafter referred to as "the said unit") and the said unit is more particularly described in the **FOURTH SCHEDULE** hereunder written and the said unit is shown on the typical floor plan annexed hereto as **ANNEXURE "D"**.

V. The Developer is in the process of entering into several Agreements similar to this Agreement with several parties who may agree to take



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and acquire units in the said building on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Developer, with a view that ultimately the purchasers/occupants of the various premises in the said building shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company (hereinafter referred to as "the said Body") and the said Property together with the said building thereon will be leased by CIDCO (in terms of the 3 Agreements for Lease recited above), after completion of the construction of the building to the said Body in accordance with clause "L" hereof.

- W. The Developer has informed to the Purchasers that the Developer may not sell/transfer all the units in the said building on the terms and conditions mentioned herein and may instead continue to retain the same and grant the same to any person or party on license or leasehold basis as the Developer may deem fit and proper.
- X. The Purchaser/s has/have taken inspection of all the title deeds and all papers and documents hereinabove recited and satisfied himself/herself/themselves about the title of CIDCO to the said Property and the rights of the Developer to develop the said Property and to the construction thereon and to enter into these presents.
- Y. The Purchaser/s has/have demanded and has/have also taken inspection of the orders and approved plans, Commencement Certificate issued by CIDCO and other relevant authorities and all other documents required to be furnished to the Purchaser/s by the Developer under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and the Rules made there under and the Purchaser/s confirm/s that he/she/they have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.
- Z. In the circumstances, pursuant to negotiation between the parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said unit on the terms and conditions herein contained.



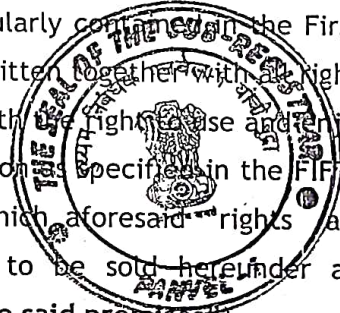
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AA. The parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Recitals above shall form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.
2. The Developer shall be constructing the said building on the said Property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
3. In consideration of the aggregate sum of Rs. 24,90,000/- (Rupees Twenty-four Lakhs Ninty Thousand only), the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer the said unit viz. unit no. G-41 admeasuring 55.647 sq. mtr. Built-up area, on the Ground floor of the said building, more particularly described in the Fourth Schedule hereunder written being constructed on the said Property being all that piece and parcel of land or ground bearing plot nos. 17, 18 and 19, in Sector 2, Kharghar, Navi Mumbai admeasuring in the aggregate 9575.60 square meters and more particularly contained in the First, Second and Third Schedules hereunder written together with all rights of and incidental thereto and together with the right to use and enjoy the common areas and facilities in common as specified in the FIFTH SCHEDULE hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "the said premises").



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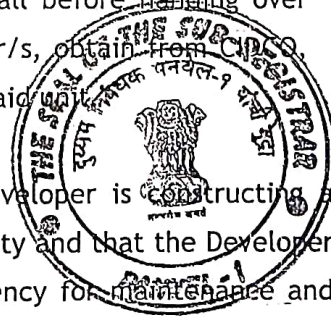
4. The said aggregate consideration of Rs. 24,90,000/- (Rupees Twenty-four Lakhs Ninty Thousand only) shall be paid by the Purchaser/s to the Developer in the manner described in Annexure "E".

Notwithstanding anything contained in this Agreement, it is specifically agreed that time for making the aforesaid payments as specified in Annexure E is strictly of the essence of this contract.

It is hereby specifically agreed by & between the parties hereto that in case any default by the purchaser in making the payment as mentioned in Annexure "E" herein, the Developers shall be entitled to terminate the said agreement by giving 15 days notice in writing. However it is optional for the Developer to accept the defaulted payment from the purchaser along with the interest @ 24 % p.a.

In case the Developer terminates the said agreement after issuing the notice as mentioned in the above clause in such an event, the Developer shall forfeit 25 % of the total consideration & shall refund the balance amount if any without interest within two months thereafter to the purchaser.

5. The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said unit to the Purchaser/s, obtain from CIPCQ, an occupation certificate in respect of the said
6. The Purchaser/s is/are aware that the Developer is constructing a Shopping Centre and Mall on the said Property and that the Developer shall be appointing a Mall Management agency for maintenance and upkeep of the Mall/Shopping Centre. The appointment of such Mall Management Agency by the Developer shall be irrevocable by the Purchaser/s or the said Body and at all times hereafter; the Developer shall alone be entitled to take decisions in respect of such Agency.



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The Mall Management Agency and the Developers shall be free and entitled to frame their own set of rules for the conduct and management of the affairs of the Shopping Mall which shall not be in contravention of the prevailing law applicable at that time including but not limited to the following items:

- (a) Timings for the operations of the Shopping Centre/Mall.
- (b) Maintenance and Upkeep of Common Areas.
- (c) Appointment of various outsourced agencies for Security, House Keeping, Parking, etc.
- (d) Charging Common Area Maintenance to the Purchaser/s in proportion to the area occupied by the Purchaser/s vis-à-vis the complete Mall (the Common Area Maintenance fees shall also include the fees payable to the Mall Management Agency);
- (e) Regulations and specifications for carrying out the fit-outs and other works in the units constructed in the said Mall.

7. It is hereby specifically agreed by and between the parties hereto that the Developer shall be absolutely entitle to the basement parking area And neither the purchaser/s and/or their nominees nor the Body which is going to be formed by the said purchaser/s shall have and/or can claim any right title and interest in said basement parking of whatsoever nature. The Developer shall have full right absolute authority and complete power to give the said basement parking to any person of their choice on hire basis, leave and licenses basis, on lease or in whatever manner they deem feet and proper and no one is entitle to take any objection for the same. The purchaser/s is/are entering into this agreement knowing well this condition and after understanding the same and the impact thereof.

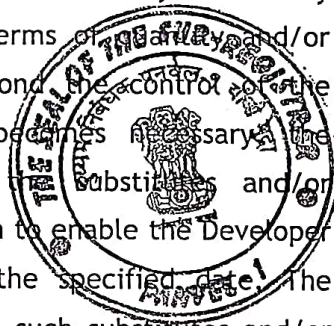
8. The Purchaser/s is/are aware that the Developer is developing the said Property as Lessee and that the ownership of the said Property vests with CIDCO and the Developer has made a full and true disclosure of the nature of its rights to the said Property as well as the right, title and interest of CIDCO in to upon the said Property.






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9. The design of the said unit is subject to amendments and changes as may be stipulated by the CIDCO, Government, and local authority and/or as per the requirements of the Developer. The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the said building, in accordance with the said approvals or such other plans, with such additions and alterations as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the CIDCO or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said unit, said building and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said unit agreed to be acquired by the Purchaser/s is not in any manner reduced.
10. It is expressly agreed that the said unit shall contain specifications, fixtures, fittings, and amenities as set out in ANNEXURE "F" hereto (hereinafter referred to as the "said internal amenities") and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said unit. It is specifically agreed between the parties hereto that the Developer shall have the right to change/substitute the said internal amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said unit on the specified date. The Developer shall however try to ensure that such substitutes and/or



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alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution. It is further agreed by and between the parties hereto that in respect of the said internal amenities the Purchaser/s has/have an option to avail additional internal amenities and/or carry out internal changes. In the event of the Purchaser/s deciding to avail additional internal amenities and/or carry out internal changes, the Purchaser/s shall pay to the Developer such money as may be mutually decided. This sum shall be over and above the purchase price and other payments payable by the Purchaser/s to the Developer hereunder.

11. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/ herself/themselves about the title of the said Property and the right of the Developer to develop the said property & after fully satisfied about the same, the purchaser/s agrees to enter into these presents and the Purchaser/s shall not be entitled to raise any further queries/objection regarding the title of the said property and the rights of the Developer and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Commencement Certificate issued by the CIDCO and other relevant documents, papers, title & approved plans & permissions from competent authorities and other documents mentioned in MOFA and the Rules framed there under and the Purchaser/s confirm/s that they has/have entered into this agreement after inspecting and understanding the aforesaid documents and papers.
12. The Developer shall take steps to form the said body as and when all the premises of the said building are sold by the Developer in terms of this Agreement. Upon completion of the entire project, viz. completion of construction of the building and exploiting the full available construction potential of the said Property, the Developer



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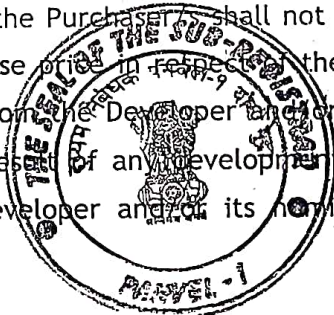
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shall apply to CIDCO to execute in favour of the said Body, a Lease in respect of the said Property (herein referred to as "the said Lease"). It is hereby clarified that for the purpose of section 11 of MOFA the period of execution of the said Lease is agreed upon as aforesaid.

13. The Developer hereby assures to the purchaser/s that before entering into lease deed with CIDCO Ltd, the Developer will clear all the dues of The Cosmos Co-op Bank Ltd., to whom the said property is mortgaged & will get a release letter for the same.

14. The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Property, (b) the balance rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the said building as specified hereinabove and as per the plans already submitted and/or to be submitted by the developer from time to time and as per the proposed total scheme of development) and (c) various rights that may accrue to and over the said Developer's Portion in the future (the rights referred to in above are hereinafter collectively referred to as "the future rights"). The future rights include the right of use of the said Property as a receiving plot and/or to consume or fully exploit by utilising TDR/DRC, which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of its future rights, by way of sale, assignment, transfer, gift, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience exercise its rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said unit and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the developer and/or its nominee/s and/or person/s.

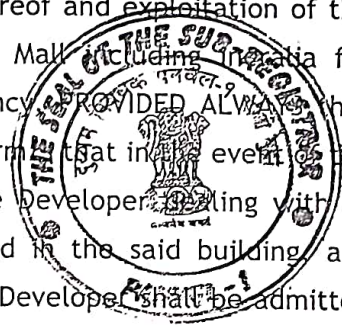


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15. After having paid the full amounts as payable to the Developer as stated under this Agreement and after taking possession of the said unit, the Purchaser/s along with the other premises purchasers, would co-operate with the Developer in formation of the said Body and shall join in as member/s thereof and for that purpose he/she/they shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in sign and return to the Developer within 7 days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to Register the organization of the Purchaser/s under Section 10 of MOFA within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws or the Memorandum and/or Article or Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

16. In the event of the said Body being formed, and registered before the sale and disposal by the Developer of all the premises in the said building, the same shall not in any manner affect the rights of the Developer to sell/dispose off/transfer the unsold premises and the powers and the authority of the said Body till the execution of Lease deed in favour of the said body shall be subject to the over all authority and control of the Developer, in respect of all the matters concerning the said building and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof and exploitation of the common areas and management of the Mall including provision for appointment of a Mall Management Agency. PROVIDED ALWAYS that the Purchaser/s hereby agree/s and confirm that in the event of the said body being formed earlier than the Developer, any allottee or transferee of premises of the Developer shall be admitted



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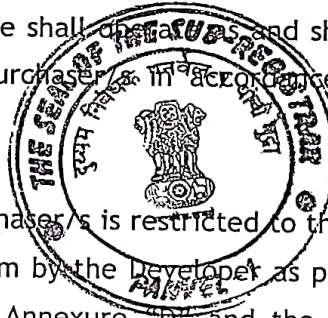
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to such Body, without payment of any premium or any additional charges save and except Rs.250/- (Rupees Two hundred and Fifty Only) for the share money and Rs.100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the said Body , as the case may be.

17. Till the said Lease, the Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s on the said Property and/or additional storey/s in the said building and such additional building/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/storeys in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the said Property as also construct additional structures on the said Property or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional structure as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this clause shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This clause shall be deemed to be the consent of the Purchaser/s in accordance with section 7A of MOFA.

18. It is clarified that the right of the Purchaser/s is restricted to the said unit agreed to be sold to him/her/them by the Developer as per the typical floor plan annexed hereto as Annexure "D" and the entire right to use, occupy, enjoy and manage the common areas and utilities as aforesaid shall always belong to the Developer and who shall be entitled to transfer such right to any person or party acting as the Mall Management Agency and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, atrium, stilt parking spaces or any other area in to upon the said Property and/or the said building or any other space surrounding the said building in any manner whatsoever, as the same








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belongs to and are the sole, exclusive and absolute property of the Developer.

19. The Developer has explained and clarified to the Purchaser/s that the Developer has designed a user mix in respect of the Mall and according to the said user mix, the said unit falls under the Impulse & Youth zone. Accordingly the purchaser shall not conduct or allow to be conducted from the said premises, any of the activities as mentioned in Annexure "G" hereto (hereinafter referred to as "the restricted activities").
20. The Developer agrees to offer to hand over possession of the said unit to the Purchaser/s in the said building on or before 15th August 2008, subject to easy availability of Cement, steel and other building materials and also subject to any act of God such as earthquake, floods or any other natural calamity, act of enemy, riots, civil commotion, or war or any court order or Government Notification, Circular or order or subject to delay by the CIDCO for approval of plans, , grant of Occupation Certificate (O.C), Building Completion Certificate (B.C.C.) or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer. However the Developer shall be entitled to an extension of six months to hand over the possession from the date mentioned herein.
21. The date of delivery of possession of the said unit is subject to certain terms as more particularly specified in the preceding clause and even after extension of the date of possession as stated in the preceding clause, the Developer is unable to or fails to give possession of the said unit or license to enter the said unit to the Purchaser/s then and in such an event, the Purchaser/s shall be entitled to give notice to the Developer terminating the Agreement, in which event, the Developer shall refund to the Purchaser/s the said amount of deposit and the further amounts, if any that may have been received by the Developer from the Purchaser/s hereunder as instalments in part-payments in respect of the said unit. The Developer shall not be liable to pay any amount to the Purchaser/s as liquidated damages or



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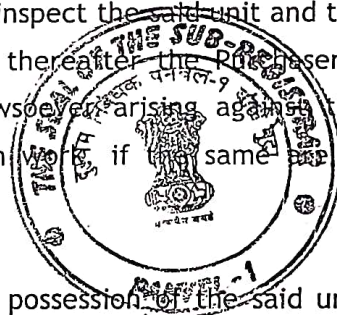
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costs, charges, expenses in respect of the said termination, however, the Developer shall pay to the Purchaser/s simple interest @ 9% per annum on the amount to be refunded, payable from the extended date of possession till the amount is refunded to the Purchaser/s. Upon such payment to the Purchaser/s, neither party shall have any claim against the other in respect of the said premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose off the said unit and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. If as a result of any legislative order or requisition or direction of the Government or public authorities, the Developer is unable to complete the aforesaid building and/or to give possession of the said unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be to pay over to the Purchaser/s the total amounts attributable to the said unit as may have been received by the Developer pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other, under or in relation to this agreement, or otherwise howsoever.

22. The Purchaser/s shall be obliged take possession of the said unit within 7 days of the Developer giving written notice to the Purchaser/s intimating that the said unit are ready for use and occupation.
23. Before delivery of possession or grant of license to enter the said unit to the Purchaser/s, the Purchaser/s shall inspect the said unit and the internal amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect of the construction work if the same is in accordance with this agreement.
24. The Purchaser/s shall be entitled to the possession of the said unit only after the full aggregate consideration of Rs. 24,90,000/- (Rupees Twenty-four Lakhs Ninty Thousand only) and the other

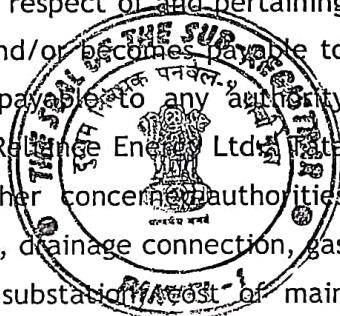


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sums mentioned hereunder are paid by the Purchaser/s to the Developer.

25. The Developer shall not put the Purchaser/s in possession of the said unit unless and until
- The Purchaser/s has/have paid the entire aggregate consideration as provided by clause 3 hereof in the manner provided by clause 4 hereof and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said unit to the Developer as specified herein.
 - The Developer has received the Occupation Certificate (O.C.) from the CIDCO.
26. Upon possession of the said unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupation of the said unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said unit he/she/they shall have no claim against the Developer in respect of any item of work in the said unit, which may be alleged not to have been carried out or completed.
27. The Purchaser/s hereby agree/s to pay to the Developer, a lump sum amount of Rs. 1,99,200/- (Rupees One Lakh Ninty-nine Thousand Two Hundred Only), by way of re-imbusement of the expenses that have been incurred by the Developer and/or that have become payable and/or that shall become payable by the Developer as follows: to CIDCO and to various authorities, whether by way of security deposit, development charges, betterment charges, in connection with the said Building Approvals, permissions, sanctions, completion certificates, N.O.C. remarks, in respect of and pertaining to the said unit and/or the said building and/or becomes payable to the State Government, and/or becomes payable to any authority and/or becomes payable to CIDCO, MSEB, Reliance Energy Ltd., Tata Power, Mahanagar Gas Ltd., and / or any other concerned authorities for the purpose of getting water connection, drainage connection, gas connection, electric connection, cost of substation, cost of main electric cables, and/or any other tax or payment of a similar nature



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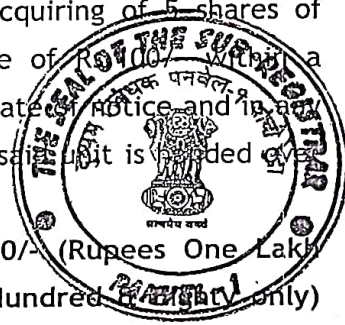
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as also costs incurred by the Developer in respect of servants toilet, office of the said Body, bore wells, additional tank for storage of water, other facilities that would be provided, legal charges for making of this agreement etc., are also included in the above expenses. The charges referred to above are generally hereinafter referred to as "charges for Development and Betterment facilities". The said charges for Development and Betterment facilities are non-refundable. The said charges for Development and Betterment facilities are over and above and in addition to the purchase price referred to hereinabove. The Developer has explained to the Purchaser/s and have also shown to the Purchaser/s an account of the amount spent/to be spent on the said Development and Betterment facilities and the Purchaser/s has/have accepted and satisfied himself/ herself/themselves about the account and that the said charges for Development and Betterment facilities are expended/to be expended. The Purchaser/s further confirm/s that he/she/they shall not raise any further queries on the Developer in respect of the said charges for Development and Betterment facilities and neither shall the Purchaser/s call upon the Developer to submit any further account of the said charges for Development and Betterment facilities.

28. Over and above the amounts payable hereinabove, the Purchaser/s shall before taking possession of the said unit also pay to the Developer the following amounts:

- (i) A sum of Rs. 250/- towards acquiring of 5 shares of Rs.50/- each and entrance fee of Rs. 250/- within a period of seven days from the date of notice and in an event before possession of the said unit is handed over to the Purchaser;
- (ii) Deposit a sum of Rs. 1,79,280/- (Rupees One Lakh Seventy-nine Thousand Two Hundred and Eighty only) towards provisional maintenance charges for twelve months in advance, commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the



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proportionate share of the maintenance charges and other monthly outgoings in respect of the said unit in the new building as may be charged by the Developer or the Mall Management Agency that may be appointed by the Developer without any dispute or demur. After the completion of the initial twelve months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till appointment of the Mall Management Agency to the Developer and after such appointment, to the Mall Management Agency without any dispute or demur and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest @ 24% p.a. or as otherwise demanded by the Developer/the Mall Management Agency for any delay in payment of such outgoings. The maintenance charges would include inter-alia the following:-

- (a) The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the said building, water pipes and electric wires in under or upon the said building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the said building and other common areas and amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the building, compounds etc.
- (b) The cost of cleaning and lighting the passage, water pump, lifts, landings, staircases, common lights and other parts of the said building used by the premises purchasers in common as aforesaid.



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- (c) The cost of the salaries of certain workers like clerks, accountant, liftmen, security guards, pump man, sweepers, drivers, house keeping charges, etc., and the proportionate salary of certain part time workers like Engineers, Supervisors etc. their travelling expenses, welfare expenses like tea, coffee etc, the bonus to be given to them etc.
- (d) The charges as levied by various outsourced agencies that may be appointed for the upkeep and day to day maintenance of the Mall by the Developer or the Mall Management Agency including interlalia the fees for Management of the Mall.
- (e) The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.
- (f) Insurance of the Building (if and when taken).
- (g) The maintenance charges, cost, expenses and amounts required for maintenance of various common equipments that may be installed in the said building including interalia, air conditioners, street lights, sewer line, storm water drain, water lines, internal roads, garden, Civil, Mechanical and Electrical system installed for reuse of the waste water, Civil, Mechanical and Electrical system for rain water harvesting, High speed lifts, Submersible Pumps installed in Tank for Water and Tank for storage of Tanker / Bore well Pumps installed for fire fighting, Tank for municipal water Over head Tank and other water tanks of whatever name called, Fire fighting system, Common Electric system. (Installed for the lights, pumps, equipments, lifts, security system etc.), Common Plumbing system, Common Security System and such other expenses as



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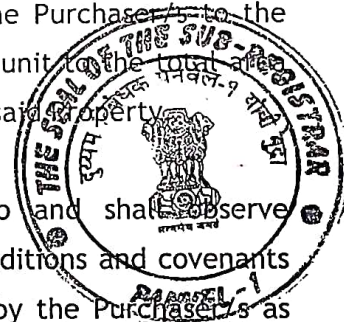
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are necessary or incidental for the maintenance and upkeep of the building and the said Property.

(h) The Purchaser/s is/are aware that after the possession of the said unit is offered to the Purchaser/s and after he /she / they is/are have been put in possession of the said unit, it may take at least 12-18 months for the Developer or the Mall Management Agency, as the case may be, to work out and inform each of the acquirers about the exact break up of the maintenance charges payable by him / her / them. Therefore during such a period the Developer/the Mall Management Agency is likely draw up adhoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would give the Developer/the Mall Management Agency a time period of 12 to 18 months or more from the date he/she/they is/are put in possession of the said Unit, to enable the said Body to work out the exact details of the maintenance charges payable by him/her/them.

29. Over and above the consideration and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this agreement to the Concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said unit to the total area of all the new premises being developed on the said property.

30. The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement save and except the obligation of the

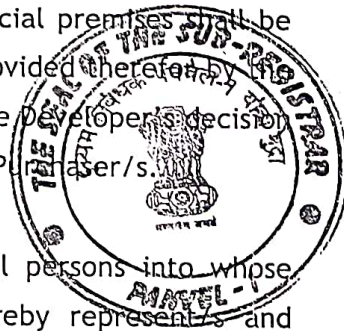


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Purchaser/s to pay the balance consideration and other sums as aforesaid, if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving one month's notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit 25 % amount till then paid by the Purchaser/s to the Developer and thereupon the Developer shall be free and entitled in its own right to deal with the said unit and their rights therein in any manner as the Developer in its sole and absolute discretion deems fit and proper without any reference and/or payment of any sums whatsoever to the Purchaser/s. In such an event, the Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not claim anything against the Developer/their transferee/s/allottee/s/ nominees.

31. The Purchaser/s shall not alter, amend, modify etc., the elevation and the RCC structure of the said unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the Entrance, Atrium, Lobby, Staircase, Lift, Passage, Terrace etc. of the building and shall keep the above in the same form as the Developer construct the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the said elevation of the building, including fixing or changing or altering Grills, Windows, air conditioners, Chajjas etc., The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer. The boards/signs to be affixed for the commercial premises shall be affixed by the Purchaser/s only in the space provided therefor by the Developer and at no other place whatsoever. The Developer's decision in this regard would be final and binding on the Purchaser/s.
32. The Purchaser/s with an intention to bring all persons into whose hands the said unit may come, doth/do hereby represent/s and



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assure/s to and undertake/s and covenant/s with the Developer as follows:

- (i) To maintain the said unit at the Purchasers/s' own cost in good tenable repair and condition from the date the possession of the said unit is offered and shall not do anything or suffer anything to be done in or to the said building and to the balconies, elevation-projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said unit itself or any part thereof.
- (ii) Not to enclose the open balcony, flower bed, ducts or any other open area adjoining to the said unit, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the Mall Management Agency/ the said Body are in any manner whatsoever prejudiced/ adversely affected.
- (iii) Not to carry out in or around the said unit any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the said Building & or after obtaining prior permission from CIDCO or concerned authorities.
- (iv) To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the said building by any act of the Purchaser/s.
- (v) Not to store in the said unit any goods which are of hazardous, combustible or dangerous nature save or goods which are so heavy so as to damage the construction or structure of the said building in which the said unit is situated or storing of which goods is

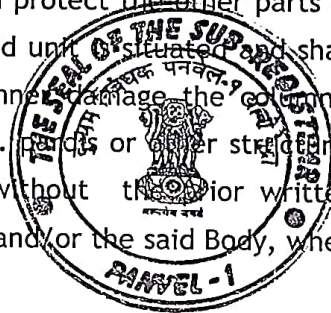


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objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the said building in which the said unit is situated. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

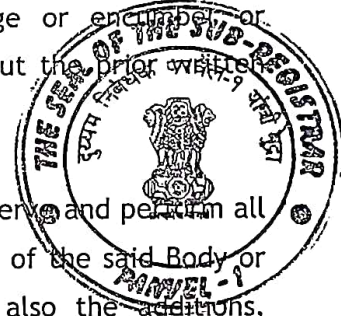
- (vi) To carry out at his/her/their own cost all the internal repairs to the said unit and maintain the said unit as per the guidelines of the Developers/the Mall Management Agency in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s.
- (vii) Not to demolish the said unit or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion, sewers, drains, pipes, in the said unit and appurtenance thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said unit is situated shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. joists or other structural members in the said unit without the prior written permission of the Developer and/or the said Body, when formed.



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- (viii) Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable any insurance of the said Property and/or the said building or any of them in which the said unit is situated or any part thereof or whereby any increased premium may become payable in respect of the insurance.
- (ix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or on the terrace or on the other premises or any portion of the said Property and the building/s in which the said unit is situated.
- (x) To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said unit by the Purchaser/s.
- (xi) The Purchaser/s shall not be entitled to transfer, lease, assign or part with the interest or any benefit of this Agreement or charge or mortgage or encumber or create lien of the said unit, without the prior written permission of the Developer.
- (xii) The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Body or the Mall Management Agency as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above



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provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Mall Management Agency and/or the said Body and/or the concerned authority and/or other public authority.

- (xiii) The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Body and the Mall Management Agency regarding the occupation and use of the said unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- (xiv) The Purchaser/s shall not carry out any immoral and or the restricted activities from the said unit.
- (xv) The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repairs therein, if so deemed fit by the Developer.
- (xvi) The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in any manner whatsoever.
- (xvii) The Purchaser/s shall be entitled to only fix one sign board on top of the main entrance of the said unit and shall not be entitled to put up any sign boards or neon signs or any other advertising or visual material of any nature whatsoever in any of the common areas including the atrium.



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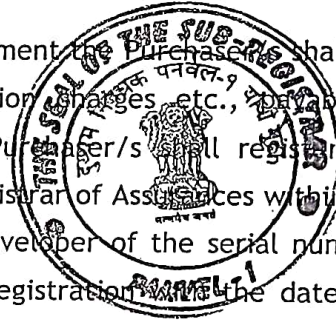
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(xviii) The Purchaser/s shall not in any manner whatsoever object to the any occupants of the neighbouring unit conducting the business of running the said studios from the owner's retained portion and shall not in any manner whatsoever and howsoever arising, disturb, hinder or impede the Owner's use occupation and possession of the Owner's Retained Portion and the said Studios, constructed/ to be constructed thereon.

33. The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including inter alia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising therefrom.

34. At the time of execution of this Agreement the Purchaser/s shall pay amount of stamp duty and registration charges etc., payable in respect of this Agreement and the Purchaser/s shall register this Agreement with the concerned Sub-Registrar of Assurances within one month of execution and inform the Developer of the serial number, under which the same is lodged for Registration with the date and time of Registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Developer and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.



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35. The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the said building and/or the premises therein.
36. All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s Under Certificate of Posting (UCP) or Registered Post Acknowledgement Due (RPAD) or hand delivered at the address hereunder stated and shall effectually and completely discharge the Developer.

Shop No.6, Behind Cosmos Tower,
Near Majiwada Bridge,
Gokul Nagar, Thane (W)

37. Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said unit agreed to be purchased by the Purchaser/s hereunder.
38. The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the said building and/or otherwise in to upon the said Property howsoever against the Developer and/or the Owner, save and except in respect of the said unit. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property and/or the said building and/or any part thereof.
39. Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or ~~grace~~ ^{grace} time to the Purchaser/s shall not be constructed as a waiver on the part of the

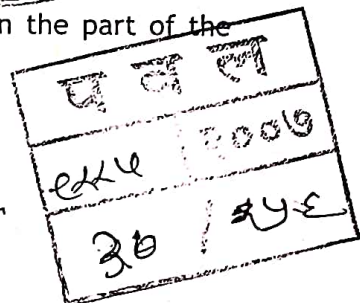


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Developer of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.

40. The Developer has created a mortgage/charge in respect of the said unit in favour of the The Cosmos Co-op Bank, and the said Bank has by and under its letter dated 13th July 2007, permitted the Developers to enter into this Agreement for Sale in favour of the Purchaser/s.
41. This agreement shall always be subject to the provisions contained in the MOFA and the rules framed thereunder viz. Maharashtra Ownership Flats Rules, 1964 and the stamp duty and registration charges in respect of this agreement as well as other documents executed hereafter including interalia the said Lease in favour of the said Body shall be borne and paid by the Purchaser/s only to the exclusion of the Developer and the Developer is not and shall not be liable to and/or be called upon to contribute anything in that behalf.
42. The parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the parties.

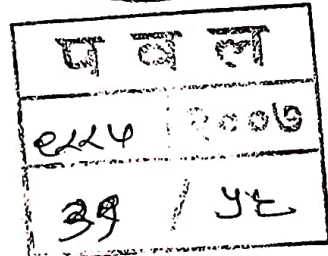
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day and year the first above written

[Signature]

[Signature]

[Signature]

[Signature]



THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL OF LAND OR GROUND BEARING PLOT NO. 17, SECTOR-2, OF KHARGHAR, NAVI MUMBAI ADMEASURING 3038.19 SQ. MTRS. OR THEREABOUTS AND BOUNDED AS FOLLOWS:

ON OR TOWARDS THE NORTH : PLOT NO. 18
 ON OR TOWARDS THE SOUTH : PLOT NO. 16
 ON OR TOWARDS THE EAST : PLOT NO. 21
 ON OR TOWARDS THE WEST : 24.00 MTRS. WIDE ROAD

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL OF LAND OR GROUND BEARING PLOT NO. 18 SECTOR-2, OF KHARGHAR, NAVI MUMBAI ADMEASURING 3038.06 SQ. MTRS. OR THEREABOUTS AND BOUNDED AS FOLLOWS:

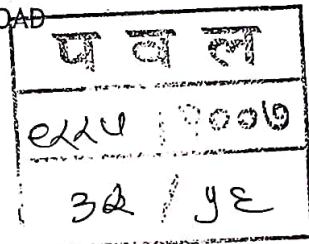
ON OR TOWARDS THE NORTH : PLOT NO. 19
 ON OR TOWARDS THE SOUTH : PLOT NO. 17
 ON OR TOWARDS THE EAST : PLOT NO. 20 & 21
 ON OR TOWARDS THE WEST : 24.00 MTRS. WIDE ROAD



THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL OF LAND OR GROUND BEARING PLOT NO. 19, SECTOR-2, OF KHARGHAR, NAVI MUMBAI ADMEASURING 3499.35 SQ. MTRS. OR THEREABOUTS AND BOUNDED AS FOLLOWS:

ON OR TOWARDS THE NORTH : 24.00 MTRS. WIDE ROAD
 ON OR TOWARDS THE SOUTH : PLOT NO. 18
 ON OR TOWARDS THE EAST : PLOT NO. 28
 ON OR TOWARDS THE WEST : 24.00 MTRS. WIDE ROAD



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THE FOURTH SCHEDULE ABOVE REFERRED TO

Unit No. G-41, on the Ground Floor, admeasuring 55.647 Square meters Built up area in the Building to be known as GLOMAX MALL, to be constructed on the property more particularly described in the First to Third Schedules.

THE FIFTH SCHEDULE ABOVE REFERRED TO COMMON AREAS & FACILITIES

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

- 1) Centrally Air Conditioned.
- 2) Gigantic entrance lobby with enhanced illumination.
- 3) Grand atrium along with deck.
- 4) Elevators, Escalators & glass lifts.
- 5) Attractive common lobbies with granite & granamite flooring.
- 6) Well facilitated common washrooms and lavatories
- 7) Intelligent addressable fire alarm system, sprinkler system & mechanized ventilation in basement.
- 8) Fire fighting equipment & smoke detecting system in common area.
- 9) Adequate back-up power for uninterrupted supply for common areas.

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COMMON SEAL of the within named Developer,]

M/s. Green Valley Homes Developers Pvt. Ltd.]

Pan No: AAACA4509R]

is hereunto affixed pursuant to a Resolution]

of its Board of Directors passed at the]

meeting held on 1st September 2007 by the]

hands of its authorized Director]

Shri. Bhavan M. Patel]

in the presence of two independent witnesses]

(1) sh]

and]

(2) Dhanaji]

B.M. Patel

SIGNED AND DELIVERED]

by the within named Purchaser]

(M/s. Amrut Enterprises represented]

by its partners)]

Pan No: AANFA1639A]

(1) Mr. Suresh Rama Rao Itkapalle]

Pan No: AABPI1068H]

(2) Mr. Fagulal Nanhu Pal]

Pan No: AEBPP2273D]

(3) Mr. Ashok Ram Raj Pal]

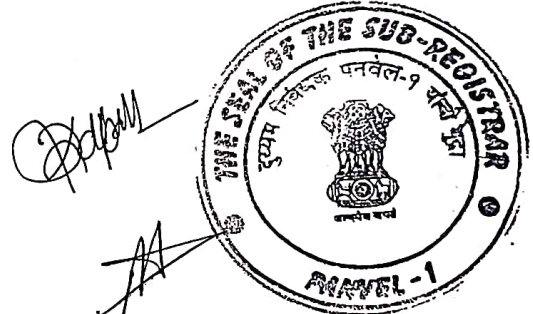
Pan No: AONPS5787H]

in presence of]

1. sh]

and]

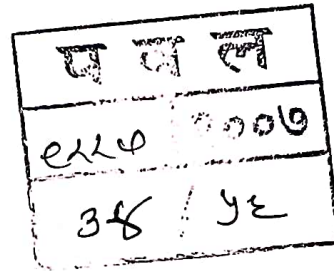
2. Dhanaji]



Suresh Rama Rao

Fagulal Nanhu Pal

Ashok Ram Raj Pal



RECEIPT

RECEIVED OF AND FROM: M/s. Amrut Enterprises

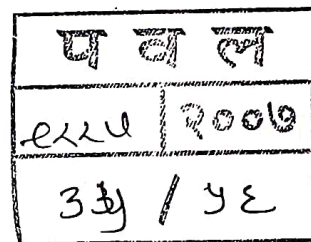
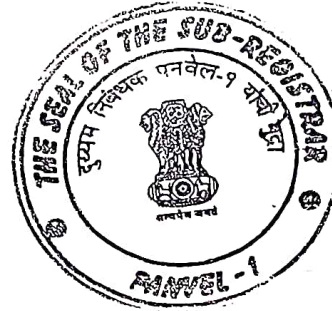
The within named Purchaser/s a sum of Rs. 6,22,500/- (Rupees Six Lakhs Twenty-two Thousand Five Hundred only) being the amount paid to us by the Purchaser/s as within mentioned.

SR. NO	DATE	CHEQUE/DD NO.	AMOUNT (Rs.)
1.	09.10.2006	425922	2,49,000/-
2.	26.10.2006	578707	3,73,500/-
		TOTAL	6,22,500/-

We Say Received

For GREEN VALLEY HOMES
DEVELOPERS PVT. LTD.

Director / Authorized Signatory.



ANNEXURE "A" - AMALGAMATION

CIDCO

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

HEAD OFFICE :

REGISTRATION OFFICE :
"SIRMAL", 2nd Floor, Nariman Point,
Mumbai - 400 021.

PHONE : (Reception) 00-91-22-5650 0900

00-91-22-5650 0928

FAX : 00-91-22-2202 2509 / 5650 0933

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur,

Navi Mumbai - 400 614.

PHONE : 00-91-22-5591 8100

FAX : 00-91-22-5591 8166

Sl. No.

Date :

CIDCO/M(TS)/2006/9094

17.7.2006

To,
M/s. Green Valley Homes Developers (P) Ltd.,
317, Shiv Centre, Plot No.72,
Sector-17, Kharghar,
Navi Mumbai.

Sub : Amalgamation of Plot No. 17, 18 & 19, Sector-2, Kharghar.

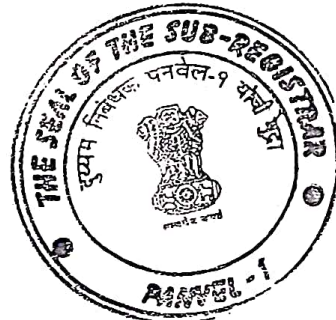
Ref.: 1. Your letter dated 27.6.2006

2. Our Permission letter No. CIDCO/M(TS)/AEO(HQ)/2005/1947
dated 1.7.2005

3. Our letter dated 10.7.2006

Sir,

- 1) Vide our earlier letter referred at Sr. No.2 above, our Corporation has already granted permission for amalgamation of R+C Plot No.17 & 18, Sector-2, Kharghar to you on payment of administrative charges of Rs.10,000/-.
- 2) Consequent upon the change of use from Corporate to Residential cum Commercial in respect of Plot No.19, Sector-2, Kharghar, the user in respect of above all plots are now at par with the Residential cum Commercial.
- 3) Since the present Licensee and use of the plots are similar, our Corporation has no objection for amalgamation of Plot No. 17, 18 & 19, Sector-2, Kharghar on following conditions :-
 - a) For the purpose of calculating the service charges, Additional Lease Premium, extension of time period etc., the respective dates of agreement shall be taken into consideration. However, 60 years lease period shall be computed from the oldest date of Agreement to Lease amongst the three plots i.e. w.e.f. 07.09.1995. All other terms and conditions stipulated in the Agreement executed in respect of these plots shall remain unchanged and shall be binding upon you.



Contd...2/-


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Page No.02...

- b) You shall observe the provision made in G.D.C.R.,1975 applicable to Navi Mumbai.
- c) You shall take necessary permission from the ATPO (NM & Khopta) for the amalgamation of these plots.
- d) In the event of transfer of plots the transfer charges shall be recovered considering individual plot instead of amalgamated plot.

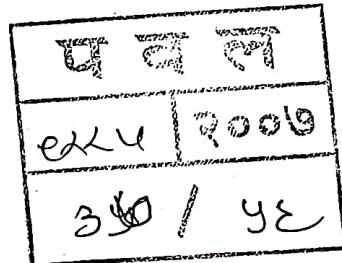
Thanking you,

Yours faithfully,



I/c. Manager (Town Services)

c.c. to :
ATPO(NM & Khopta)



ANNEXURE - "B": COMMENCEMENT CERTIFICATE

CIDCO

WE MAKE CITIES

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE :

"NIRMAL", 2nd Floor, Nariman Point,
Mumbai - 400 021.
PHONE : (Reception) 00-91-22-6650 0900
00-91-22-6650 0928
FAX : 00-91-22-2202 2509 / 6650 0933
CIDCO/BP/ATPO/

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur,
Navi Mumbai - 400 614.
PHONE : 00-91-22-6791 8100
FAX : 00-91-22-6791 8166

Ref. No. To,

M/s Green Valley Homes Developers Pvt. Ltd.,
Royal Palace, Shop Nos. 6,7 & 8, Plot No. 11, Sector-2, Kharghar, .

Date: 24/11/2007

ASSESSMENT ORDER NO.422/2006-2007 REGISTER NO.02 PAGE NO.422.

SUB:- Payment of development charges for Residential Cum Commercial Building on Plot no.17, 18 & 19, Sector -02 at Kharghar, Navi Mumbai

REF: 1) Your architect's application dated 28/06/2006, 24/11/2006 & 19/01/2007.

2) Earlier C.C. granted by this office vide ref. no.921, dtd.26/06/2006

3) Modified agreement for change of use from commercial to residential cum commercial has been executed on 30/05/2006

4) I/c M(TS) has granted extension in time limit upto Nov.2008 vide letter no. 7801, dtd. 25/05/2006

5) I/c M(TS) has permitted amalgamation of Plot No.17, 18 & 19 vide letter no. 9094, dtd. 17/07/2006

6) Fire Officer, CIDCO has issued Fire NOC vide letter No.81, dtd.16/01/2007

7) AEE (Elect.) has issued PSIDC NOC vide letter.No. 713, dtd. 8/11/06

8) Executive Engineer, Panel (U) Division, MSEDCL has approved location & size of Elect. Sub station vide letter No. 5749, dtd. 1/12/2006

ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES.

(OFFICE ORDER NO. CIDCO./ADM/2449/DATED/18/11/92)

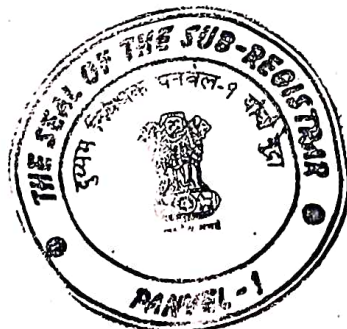
1. Name of Assessee :-M/s Green Valley Homes Developers Pvt. Ltd.,
2. Location :- Plot no. 17, 18 & 19, Sector-02, at Kharghar
3. Land use :-Residential Cum Commercial
4. Plot area :-9575.60 Sq. mtrs
5. Permissible FSI :-1.5
6. AREA FOR ASSESSEMENT :-
- A) FOR COMMERCIAL :-
- i) Plot area :-9350.06 Sq.mtrs..
- ii) Built up area :-14025.089 Sq.mtrs.
- B) FOR RESIDENTIAL :-
- i) Plot area :- 225.54 Sq.mtrs.
- ii) Built up area :- 290.938 Sq.mtrs
7. DEVELOPMENT CHARGES :-
- A) FOR COMMERCIAL :-
- i) Plot area :- 9350.06 Sq.mtrs.X Rs.60/-=Rs. 561003.60
- ii) Built up area :- 14025.089 Sq.mtrs.X Rs.80/-=Rs.1122007.12
TOTAL =Rs.1683010.72
- B) FOR RESIDENTIAL :-
- i) Plot area :- 225.54 Sq.mtrs.X Rs.30/-= Rs.6766.20
- ii) Built up area :- 290.938 Sq.mtrs X Rs.40/-= Rs.11637.52
TOTAL =Rs.18403.72
- 8) Total Assessed development charges:- 7(A) + 7(B)=Rs.1701414.44, Say Rs.1701415.00
- 9) Date of Assessment - 19/01/2007
- 10) Due date of completion :- Upto 30/11/2008
- 11) Development charges paid of Rs.1724000/- vide

1.challan no 111358, dtd. 21/06/2006, Amount Rs. 10,50,000.00

2.challan no.109214, dtd.18/01/2007, Amount Rs. 6,74,000.00

This Assessment Order supercedes the earlier Assessment Order issued by this office vide ref. no. 109/2006-2007, dtd. 26/06/2006.

Yours faithfully,



(Signature)
(N.S. Swami) 24/11/07
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta

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CIDCO

WE MAKE CITIES

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE :

"NIRMAL", 2nd Floor, Nariman Point,
Mumbai - 400 021.

PHONE : (Reception) 00-91-22-6650 0900

00-91-22-6650 0928

FAX : 00-91-22-2202 2509 / 6650 0933

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur,

Navi Mumbai - 400 614.

PHONE : 00-91-22-6791 8100

FAX : 00-91-22-6791 8166

Ref. No.

Date : 24/11/2007

CIDCO/BP/ATPOI/235

To,

M/s Green Valley Homes Developers Pvt. Ltd.,
Royal Palace, Shop Nos. 6,7 &8, Plot No. 11, Sector-2, Kharghar,
NAVI MUMBAI.

- Sub:-Amended approval to revised plan for Residential Cum Commercial Building on Plot no. 17, 18 & 19, Sector -02 at Kharghar.
- Ref:-1) Your architects application dated.28/06/2006, 24/11/2006 & 19/01/2007
- 2) Earlier C.C. granted by this office vide ref. no.921, dtd.26/06/2006
 - 3) Modified agreement for change of use from commercial to residential cum commercial has been executed on 30/05/2006
 - 4) I/c M(TS) has granted extension in time limit upto Nov.2008 vide letter no. 7801, dtd. 25/05/2006
 - 5) I/c M(TS) has permitted amalgamation of Plot No.17, 18 & 19 vide letter no. 9094, dtd. 17/07/2006
 - 6) Fire Officer, CIDCO has issued Fire NOC vide letter No. 81, dtd.16/01/2007
 - 7) AEE (Elect.) has issued PSIDC NOC vide letter No. 713, dtd. 8/11/06
 - 8) Executive Engineer, Panvel (U) Division, MSEDCL has approved location & size of Elect. Sub station vide letter No. 5749, dtd. 1/12/2006

Sir,

Please refer to your application for amended approval for Residential Cum Commercial Building on Plot no.17, 18 & 19, Sector -02 at Kharghar, Navi Mumbai.

The amended approval is hereby granted to construct Residential Cum Commercial Building on the plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act,1966 is also enclosed herewith for the structures referred above.

The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer, Kharghar, CIDCO prior to the commencement of the construction Work.

You will ensure that the building materials will not be stacked on the road during the construction period.

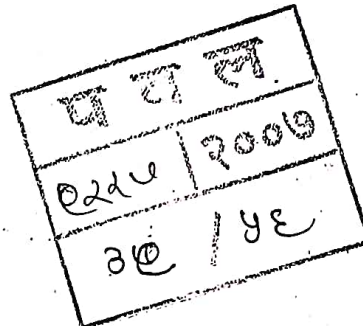
This set of approved plans supercedes all the plans approved earlier.

Thanking you,

Yours faithfully,



(N.S. Swami) 24/11/07
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta



REF. NO. CHDCO/ATPO

235

24/1/2008

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXIV) of 1966 to M/s. Green Valley Homes Developers Pvt. Ltd.

Unit/Plot No. 17, 18 & 19 Road No. - Sector 02 Node Kharghar of Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential cum comm. Bldg. (Basement-1R+4r+4A) 5th

Residential BUA = 290,938 m²; Comm. BUA = 14,025.089 m²
Total BUA = 14,316,027 m²

(Nos. of Residential Units 03 Nos. of Commercial units →) Shop = 240 nos. Office = 04 nos. Restaurants = 04 nos.

1. This Certificate is liable to be revoked by the Corporation if :-

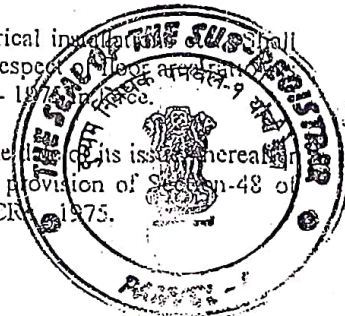
- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

2. The applicant shall :

- 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation.
- 2(d) Permit authorised officers of the Corporation to enter the building or premises, for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.

3. The structural design, building materials, installations, electrical installations shall be in accordance with the provision (except for provision in respect of floor area) prescribed in the National Building Code or and / or GDCRs - 1975.

4. The Certificate shall remain valid for period of 1 year from the date of its issue hereafter. The revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no. 16.1(2) of the GDCR - 1975.



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5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 6,55,000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP, Dated 19th July,1994 for all buildings following additional conditions shall apply.
 - i] As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
 - a) Name and address of the owner/developer, Architect and Contractor.
 - b) Survey Number/City survey Number. Plot. Number/Sector & Node of Land under reference alongwith description of its boundaries.
 - c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
 - d) Number of Residential flats/Commercial Units with areas.
 - e) Address where copies of detailed approved plans shall be available for inspection.
 - ii] A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers should be in regional language.



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11. As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply :

The Owners /Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.

12. As directed by the Urban Development Deptt. Government of Maharashtra, under Section-154 of MR&TP Act-1966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 Sq.m. following additional condition of Rain Water Harvesting shall apply.

- a) All the layout open spaces / amenities spaces of Housing Society and new construction / reconstruction / additions on plots having area not less than 300.00 Sq.m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed.)

Provided that the authority may approve the Rain Water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.

- b) The owner / society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
- c) The Authority may impose a levy. of not exceeding Rs. 100/- per annum for every 100 Sq.m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structures as required under these byelaws.

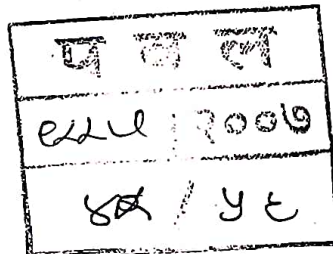
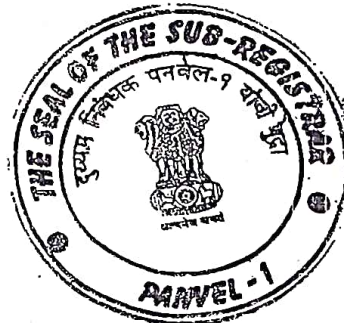
J. Swami 24/01/07
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta
P.V.

C.C. TO: ARCHITECT

Satish Ahuja

C.C. TO: Separately to :

1. M(TS)
2. CUC
3. EE(KHR/PNL/KLM/DRON)
4. EE(WS)





VRA-LAW ASSOCIATES

Advocates & Solicitor

al Singh
esh Sharma
Advocate
ind Rathod
vocate & Solicitor

ANNEXURE - " C "

:20th June 2007

TITLE CERTIFICATE

Ref: Plot No.17,18 & 19,Sector-2,Kharghar,
Navi Mumbai,Dist.Raigad.

We have investigated the title of M/S.GREEN VALLEY HOMES DEVELOPERS PVT.LTD., a company incorporated under the provisions of the Companies Act, 1956 & having its registered Office at 6-8, Royal Palace,Plot No.11,Sector-2,Kharghar, Navi Mumbai-410 210, in respect to the plot premises bearing No.17,18 & 19, Sector-2, Kharghar, Navi Mumbai, Dist.Raigad & found the following facts:

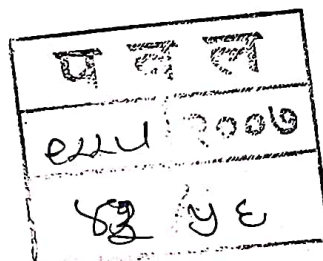
THAT CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a company incorporated under the companies Act, 1956 (I of 1956) hereinafter referred as 'THE CORPORATION' is the New Town Development Authority declare for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its Powers under Sub-Sections (I) and (3-A) of Section 113 of the Maharashtra Regional Town Planning Act 1966 (Maharashtra XXXVII of 1966)

THAT STATE Government, in pursuant to Section 113-A of said Act has acquired lands and subsequently vested with Corporation for its development and disposal, and the Corporation, one of such piece or parcel of land described in the Schedule hereunder written, being leased intending leases.



OFFICE : B / 27 - 0:2, Sector - 1, Vashi, Navi Mumbai - 400 703. Tel : +91 - 22 - 6450 7657

E-mail : vralawassociate@hotmail.com Website : www.vralawassociates.com



PART- I

That M/S.SHREE GAMI DEVELOPERS, (The Original Licensee of CIDCO Ltd) were granted lease of Plot No.17 & Plot No.18, Sector-2, Kharghar, Navi Mumbai, admeasuring area about 3038.19 Sq.Mtrs. & 3038.06 Sq.Mtrs.respectively (more particularly described in the schedule herein under) from M/s.CIDCO Ltd., vide two seprate Agreement to Lease both Dated 27th June 2005 for the agreed lease premium and on the terms and condition contained therein.

THAT the said Original licensee applied to CIDCO for amalgamation of the said plot No.17 and the said plot No.18 and CIDCO has given the permission for amalgamation of the said Plot No.17 with Plot No.18 vide its permission letter bearing No.CIDCO/M(TS/AEO(HQ)/2005/1947 Dated 1st July 2005 for the purpose of construction of commercial -cum-residential building of plot No.17 & 18.

That M/S.SHREE GAMI DEVELOPERS Original Licensee) has sold, transferred, assigned and relinquished their leasehold rights, title and interest under said two Agreement to Lease both dated 27th June 2005 inrespect of said Plots to M/S.GREEN VALLEY HOMES DEVELOPERS PRIVATE LTD., vide Tripartite Agreement dated 17th April 2006 executed between 1) M/S.CIDCO Ltd., 2) M/S.SHREE GAMI DEVELOPERS (Original Licensees) & 3)M/S.GREEN VALLEY HOMES DEVELOPERS PRIVATE LTD.(through its Director MR.BHAWAN M.PATEL & MR.HARESH N.PATEL) Present Licensee and the said Tripartite Agreement lodged for registration before the Assurance of Sub-registrar Panvel-1 on 17th April 2006 vide Document No.URAN-03053/2006 and Receipt No.3053.



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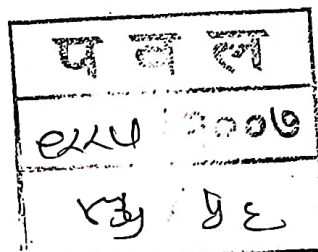
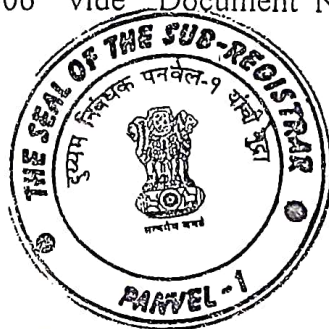
AND WHEREAS on execution of the above said Tripartite agreement, the said Original Licensee also handed over the possession of the said Plot No.17 & 18 to the PRESENT LICENSEES.

AND WHEREAS the CIDCO has transferred the said plot in the names of M/S. GREEN VALLEY HOMES DEVELOPERS PVT.LTD. vide its letter bearing No.CIDCO/EMS/AEO(HQ)/2006/6956 Dated 17th April 2006.

PART-II

THAT M/S.DEWAN HOUSING FINANCE CORPORATION LTD., (The Original Licensee of CIDCO Ltd) were granted lease of Plot No.19, Sector-2, Kharghar, Navi Mumbai, admeasuring area about 3499.35 Sq.Mtrs. (more particularly described in the schedule herein under) from M/s.CIDCO Ltd., vide Agreement to Lease Dated 7th September 1995 for the agreed lease premium and on the terms and condition contained therein.

THAT WHEREAS M/S.DEWAN HOUSING FINANCE CORPORATION LTD (Original Licensee) has sold, transferred, assigned and relinquished their leasehold rights, title and interest under the said Agreement to Lease dated 7th September 1995 in respect of said Plot to M/S.CONCRETE BUILDERS, vide Tripartite Agreement dated 16th December 2005 executed between 1) M/S.CIDCO Ltd., 2) M/S.DEWAN HOUSING FINANCE CORPORATION LTD., (Original Licensees) & 3)M/S.CONCRETE BUILDERS (through its Prop. MR.SURESH G.WADHWA) New Licensee and the said Tripartite Agreement lodged for registration before the Assurance of Sub-registrar Panvel on 27th February 2006 vide Document No.01127/2006 and Receipt No.1127.



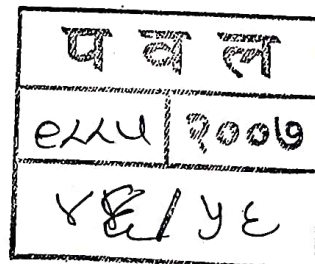
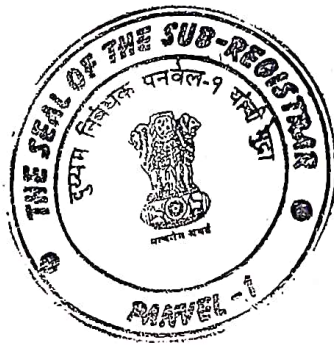
THAT WHEREAS inturn M/S.CONCRETE BUILDERS (New Licensee) has sold, transferred, assigned and relinquished their leasehold rights, title and interest in respect of said Plot to M/S.GREEN VALLEY HOMES DEVELOPERS PRIVATE LTD., vide Tripartite Agreement Dated 21st April 2006 executed between 1) M/S.CIDCO Ltd. 2)M/S.CONCRETE BUILDERS (New Licensee) & 3) M/S.GREEN VALLEY HOMES DEVELOPERS PRIVATE LTD., (as therein referred as Present Licensee & hereinafter referred as the "Developer") duly registered at Sub-Registrar Office Panvel, on 21st April 2006 vide Document No.PAVEL-1/03239/2006 and Receipt No.3239.

THAT WHEREAS the said New licensee also handed over the possession of the said Plot No.19 to the said M/S.GREEN VALLEY HOME DEVELOPERS PVT.LTD.,i.e. PRESENT LICENSEES.

THAT the Corporation has also transferred the said plot NO.19 in the names of M/S.GREEN VALLEY HOMES DEVELOPERS PVT.LTD. vide its letter bearing No.CIDCO/EMS/AEO(HQ)/2006/7107 Dated 24th April 2006.

THAT WHEREAS thereafter on 27th October 2006 the developer has made an application to CIDCO Ltd. to grant permission to construct "Shopping Mall & Multiplex" on the said plot and CIDCO Ltd. vide its letter dated 18th April 2007 granted its permission for the same.

THAT WHEREAS at the request of the Present Licensee i.e.M/S.GREEN VALLEY HOMES DEVELOPERS PVT.LTD., CIDCO Ltd, has also given the permission for amalgamation of Plot No.19 with already amalgamated Plot No.17 & 18 vide its permission letter bearing No.CIDCO/M(TS)2006/9094 Dated 17th July 2006.



THAT WHEREAS by virtue of the aforesaid two Tripartite agreement, M/S.GREEN VALLEY HOMES DEVELOPERS PVT.LTD. are entitled to develop and construct the building (as per plans approved and sanctioned by CIDCO Ltd.) on the amalgmated Plot No. 17, 18 & 19. The said Licensee/Developer are entitle to sell and dispose off Residential Flats & Commercial Units to be constructed on the said Plot on Ownership basis to the intending purchaser/s.

THAT WHEREAS the said licensee/Developers had commenced the construction of the said plot in accordance with revised Commencement Certificate issued by CIDCO Ltd., vide its Letter bearing No.CIDCO/ATPO/235 Dated 24th January 2007.

That the Developers had also handed over to us the mortgaged Deed with Cosmos Co.operative Bank Ltd, whereby the said plots bearing No.17,18 & 19 mortgaged with the said Bank.We have verified the said mortgaged deed and other relevant documents.

That we have verified three Agreement to Lease, two tripartite agreement and all the necessary documents in the records of concerned authority and found the same to be true and fair and therefore relying on the aforesaid documents and declaration by the present licensee we are of the opinion that the said Developers M/S.GREEN VALLEY HOMES DEVELOPERS PVT.LTD.is having good and clear title in respect of said Plot No.17,18 & 19, Sector-2,Kharghar, Navi Mumbai, and the said Plot is free from all other mortgages, Charges and encumbrances except the existing mortgaged with Cosmos Co.operative Bank Ltd., Branch Vashi, Navi Mumbai.



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SCHEDULE OF PLOT NO.17

All that piece or parcel of land bearing Plot No.17 containing by admeasurement 3038.19 Sq.Mtrs. and Situated at Sector-2, Kharghar, Navi Mumbai, Dist. Raigad or thereabouts and bounded as follows :

THAT IS TO SAY:

ON THE NORTH BY PLOT NO.18
ON THE SOUTH BY PLOT NO.16
ON THE EAST BY PLOT NO.21
ON THE WEST BY 24.00 MTRS. WIDE ROAD

SCHEDULE OF PLOT NO.18

All that piece or parcel of land bearing Plot No.18 containing by admeasurement 3038.06 Sq.Mtrs. and Situated at Sector-2, Kharghar, Navi Mumbai, Dist. Raigad or thereabouts and bounded as follows :

THAT IS TO SAY:

ON THE NORTH BY PLOT NO.19
ON THE SOUTH BY PLOT NO.17
ON THE EAST BY PLOT NO.20 & 21
ON THE WEST BY 24.00 MTRS. WIDE ROAD



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SCHEDULE OF PLOT NO.19

All that piece or parcel of land bearing Plot No.19 containing by admeasurement 3499.35 Sq.Mtrs. and Situated at Sector-2, Kharghar, Navi Mumbai, Dist. Raigad or thereabouts and bounded as follows :

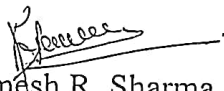
THAT IS TO SAY:

ON THE NORTH BY 24.00 MTRS. WIDE ROAD
ON THE SOUTH BY PLOT NO.18
ON THE EAST BY PLOT NO.28
ON THE WEST BY 24.00 MTRS. WIDE ROAD

Place: Navi Mumbai

Date : 20th June 2007

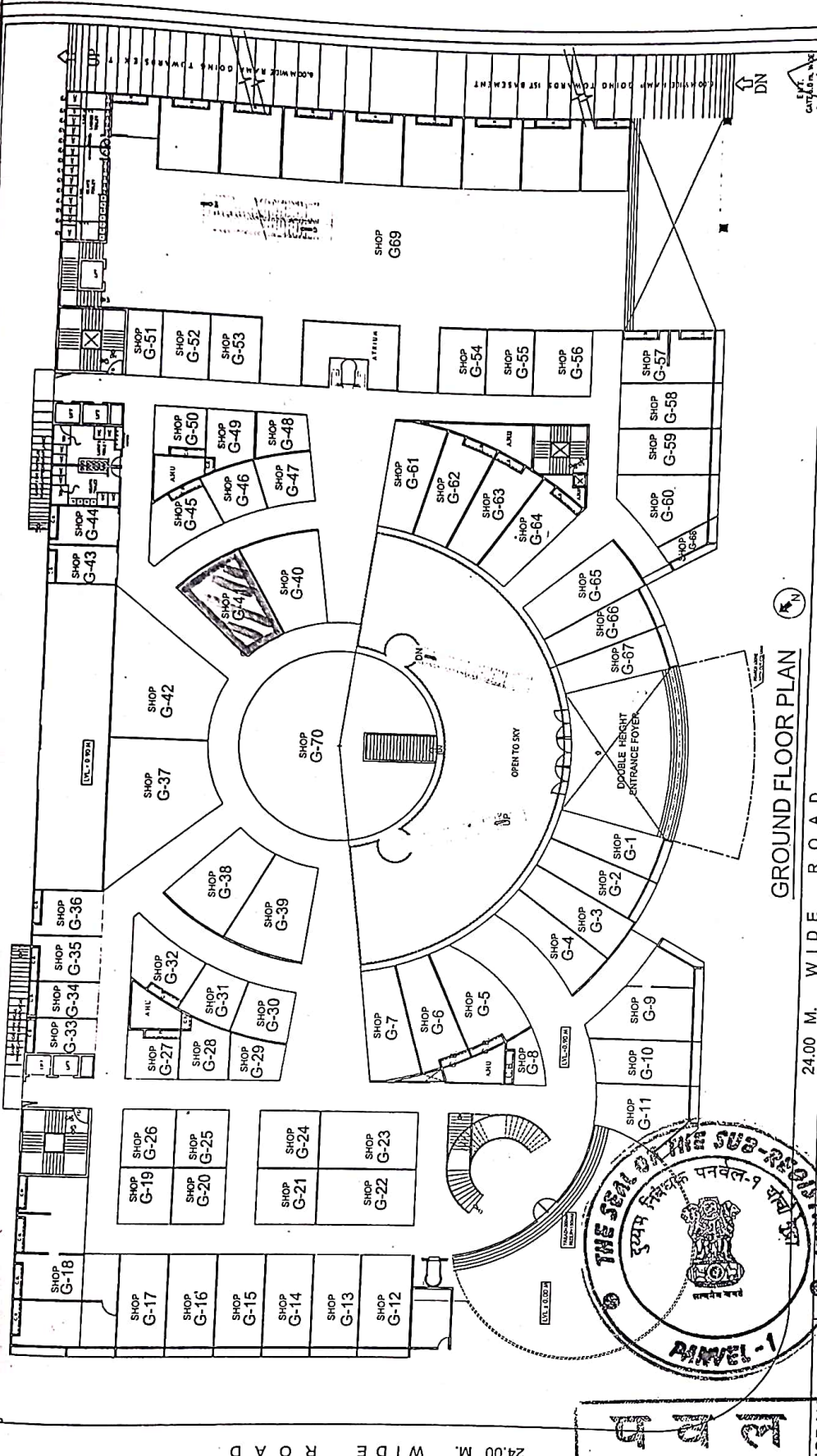
FOR VRA-LAW ASSOCIATES


Adv. Ramesh R. Sharma
(Partner)



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४९ / ५९	

ANNEXURE "D" - TYPICAL FLOOR PLAN



GROUND FLOOR PLAN

Ref. No. SDP03		ARCHITECT
24.00 M. WIDE ROAD		SATISH V. AHUJA Address: Ashiana, C-2, 1st floor, Nashik Road, Sector 17, Vashi, Mumbai - 400 705. Tel: 2789 8644 Mob: 9821196129 email: vns9862006@rediffmail.com
SIGNATURE OF PURCHASER		PROJECT
SIGNATURE OF VENDOR		PROPOSED COMMERCIAL BUILDING ON PLOT NO. 17,18 & 19, SECTOR : 02, KHARGAR, NAVI MUMBAI.
GROUND		M/S GREEN VALLEY HOMES DEVELOPERS PVT.LTD.
SHOP NO.		11/586/01Green Valley Devp (khargr) mainjgldmax STAMP DUTY/FINAL STAMP DUTY PLAN (16.10.07)
FLOOR		

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2006 / 2007
28 / 05

ANNEXURE - " E "

PAYMENT SCHEDULE

NO	%	STAGE
1	10%	Earnest Money
2	15%	On or before completion of the Raft
3	15%	On or before completion of the First Basement Slab
4	10%	On or before completion of the Second Basement Slab
5	10%	On or before completion of the First Slab
6	10%	On or before completion of the Second Slab
7	10%	On or before completion of the Third Slab
8	5%	On or before completion of the Fourth Slab
9	5%	On or before completion of Brickwork/ Masonry/ Internal and External Plaster
10	5%	On or before Flooring, Finishing of Lobby, Shutter of shops and painting
11	5%	To be paid at the time of POSSESSION of the said shop.

(Handwritten mark)

(Handwritten signature)

(Handwritten signature)



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ANNEXURE "F"

LIST OF FIXTURES, FITTINGS & AMENITIES

- 1) Attractive flooring tiles in all shops.
- 2) Plumbing arrangement with inlet & outlet points in Food Court.
- 3) Electrical Distribution Box (D.B.) in all shops.
- 4) Glass Door with lock in all shops.
- 5) TV & Television points in all shops.
- 6) A/C point in all shops.
- 7) Internal walls with Gypsum / Putty finish.
- 8) Fire Alarm System in all shops.

ANNEXURE "G"

MALL ZONING

- 1) GROUND FLOOR : IMPULSE & YOUTH
- 2) FIRST FLOOR : MENS FORMALS/CASUALS & KIDS
- 3) SECOND FLOOR : LADIES & ACCESSORIES
- 4) THIRD FLOOR : FOOD & ENTERTAINMENT



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(Handwritten signature)

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१५/५६	

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ABQPM4755P



नाम / NAME
RAMESH PANACHAND MAJETHIA

पिता का नाम / FATHER'S NAME
PANACHAND CHATRABHUJ
MAJETHIA

जन्म तिथि / DATE OF BIRTH
31-08-1965

हस्ताक्षर / SIGNATURE

Ramesh

अधीक्षक आयकर-1, पुणे
Commissioner of income-tax 1, Pune



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MH06 22155 / PEN/06



FORM 0
(Sub Rule 18(1))

MH06 Driving Licence PEN/06

22155
Driving Licence No.

Date of Issue 28/10/06

Name of the Licence Holder

Dhanaji Chikhalekar

Son/Wife/daughter of

Dhanaji



पुणे जिल्हा
२२४ / २००७
५४ / ५६

23/11/2007

दुय्यम निबंधक:

2:04:09 pm

पनवेल 1

दस्त गोषवारा भाग-1

पवेल 1

दस्त क्र 9227/2007

यु.पु.

दस्त क्रमांक : 9227/2007









दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टस

1	नाव: मे/-अमृता इन्टरप्रायझेस तर्फे भागीदार सुरेश सागराव इलाकापल्ले पत्ता: घर/फ्लॅट नं: शॉप नं. 6, कॉसगॉस टॉवरच्या मागे, माजीवाडा ब्रिज, गोकुळ नगर, उणे (प) मल्ली/रस्ता: ईमारतीचे नाव	लिहून घेणार वय 039 सही		
2	नाव: मे/-अमृता इन्टरप्रायझेस तर्फे भागीदार फागुलाल गान्धु पाल पत्ता: घर/फ्लॅट नं: // मल्ली/रस्ता: ईमारतीचे नाव: ईमारत नं: पेट/वसाहत: शहर/गाव: तालुका: पिन: पॅन नंबर: एश्री	लिहून घेणार वय 038 सही		
3	नाव: मे/-अमृता इन्टरप्रायझेस तर्फे भागीदार अशोक सागराज पाल पत्ता: घर/फ्लॅट नं: // मल्ली/रस्ता: ईमारतीचे नाव: ईमारत नं: पेट/वसाहत: - शहर/गाव: तालुका: पिन: पॅन नंबर: एओपीए	लिहून घेणार वय 036 सही		
4	नाव: मे/- ग्रीन वेली होमस डेव्हलपर्स प्रा.लि. तर्फे आयरेक्टर गवानगाई एम पटेल - पत्ता: घर/फ्लॅट नं: शॉप नं. 6, 7, 8 रॉयल पॅलेस, से नं. 2, खारघर मल्ली/रस्ता: ईमारतीचे नाव: ईमारत नं: ८	लिहून घेणार वय 040 सही		

सह दुय्यम निबंधक, पनवेल-१ (वर्ग-२)





दस्त गोषवारा भाग - 2

पन्वेल 1

दस्त क्रमांक (9227/2007)

पन्वेल

दस्त क्र. [पन्वेल 9227/2007] वा गोषवारा
बाजार मुल्य 2403950 गोवदला 2400000 गरलेले मुद्रांक शुल्क : 149400

पानकी क्र. 9227 दिनांक 23/11/2007

पानकीचे वर्णन

गोव. मे/अपुत इन्टरप्रायझेरा तर्फे गामोदा-
समासाय इतकापल्ले

दस्त हजर केल्याचा दिनांक : 23/11/2007 02:00 PM

निष्पादनाचा दिनांक : 23/11/2007

दस्त हजर करणा यामी राही :

24900 गोदणी फी

1120 नकल (अ. 11(1)), मुद्रांकनाट

नकल (अ. 11(2)),

रजवात (अ. 12) व छायाचित्रण (अ. 13)

एकत्रित फी

26020: एकूण

दस्ताचा प्रकार : (25) करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 23/11/2007 02:00 PM

शिवका क्र. 2 ची वेळ : (फी) 23/11/2007 02:02 PM

शिवका क्र. 3 ची वेळ : (फुली) 23/11/2007 02:03 PM

शिवका क्र. 4 ची वेळ : (ओळख) 23/11/2007 02:04 PM

दस्त नोंद केल्याचा दिनांक : 23/11/2007 02:04 PM

दु. निबंधकाची राही, पन्वेल 1

ओळख :

खालील इराम असे निवेदीत करतात की, ते दस्तऐवज करून देणा यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) रमेश पानावंद गजोतीया , घर/फ्लॅट नं: पन्वेल

मल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेट/वसाहत:

शहर/गाव:

जालुका:

पिन:

2) चनाजी चर्गाजी विखलेकर , घर/फ्लॅट नं: सांगुर्ली

मल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेट/वसाहत:

शहर/गाव:

जालुका:

पिन:



दु. निबंधकाची राही
पन्वेल 1

प्रमाणित करणत घतं को सबर दस्तास एकूण ५६

पाने आहेत. पुस्तक क्रं. १

क्रमांक ९८८५/०५ वर नोंदला.

दुययम निबंधक, पन्वेल
दिनांक २३ माहे ११ सन २००७





दुय्यम निबंधक: पनवेल 1

दस्तक्रमांक व वर्ष: 9227/2007

नोदणी 63 9

Friday, November 23, 2007

REGD. 63 100

2:05:07 PM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : खारघर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करार-नामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) गोबदला रु. 2,490,000.00
बा.गा. रु. 2,403,950.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) वर्णन: युनिट क्र.जी/41, ताळ गजला, ग्लोबेरा गॉल, प्लॉट क्र.17, 18, 19 ,रोक्टर क्र.: खारघर **एकूण मजले जी + 4
- (3) क्षेत्रफळ (1)55.647 चौ.मी.विल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल (1) तेव्हा
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/-श्रीम. वेली होम डेव्हलपर्स प्रा.लि. तर्फे डायरेक्टर गवानगाई एम पटेल ; घर/प नं. शांमि 6, 7,8 रॉयल पॅलेस, से नं. 2, खारघर ; गल्ली/रस्ता: ; ईमारतीचे नाव: ; ईमारत नं: ; पेट/वसाहत: ; शहर/गाव: ; तालुका: ; पिन नंबर: एएएसीए 4509 आर.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे/-अमृत इन्टरप्रायझेस तर्फे शागीदार सुरेश रामराव इतकापटेल ; घर/प्लॉट नं. 6, कोसगांस टॉवरच्या गागे, गाजीवाडा ब्रिज, गोकुळ नगर, आणे (प); गल्ली/रस्ता: ; ईमारतीचे नाव: -; ईमारत नं: ; पेट/वसाहत: ; शहर/गाव: ; तालुका: ; पिन नंबर: एडबीपीआय 1068 एच
(2) मे/-अमृत इन्टरप्रायझेस तर्फे शागीदार फागुलाल नाहु पाल ; घर/प्लॉट नं: // ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: ; पेट/वसाहत: -; शहर/गाव: ; तालुका: -; पिन: -; पिन नंबर: एडबीपी 2273 डी.
(3) मे/-अमृत इन्टरप्रायझेस तर्फे शागीदार अशोक रामराज पाल ; घर/प्लॉट नं: // ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: ; तालुका: -; पिन नंबर: एओपीएनए 5/87 एच.
- (7) दिनांक करून दिल्याचा 23/11/2007
- (8) नोंदणीचा 23/11/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 9227 /2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 149400.00
- (11) बाजारभावाप्रमाणे नोंदणी शुल्क रु 24900.00
- (12) शेर

सह दुय्यम निबंधक, पनवेल-१ (वर्ग-२)

