

e/1303

**THE COSMOS CO-OPERATIVE BANK LTD.**  
FRANKING DEPOSIT SLIP

Customer Copy  
THANE BRANCH 5635  
Branch: \_\_\_\_\_ Date: 27/5/09  
Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	Rs.	1,43,750/-
Service Charges	Rs.	10/-
Total	Rs.	1,43,760/-

Name & Address of Stamp duty paying party

Mr. Sharad Kumar  
Soy. Bldg. 115, Thane, Vardhaman.  
garden  
Tel. No.: / Mobile No.:

Purpose of Transaction

In cash for Franking Documents

Rs. 1,43,750/-

(For Bank's Use only)



17588

Sr. No.

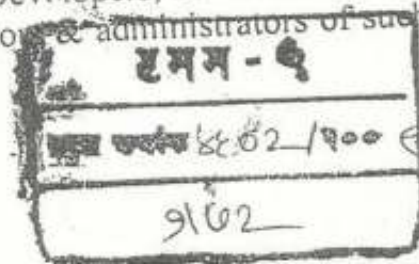
154392

For The Cosmos Co-op. Bank Ltd.



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this 29<sup>th</sup> day of May in the Christian year Two Thousand Nine between M/S. SHREE TIRUPATI GREENFIELD DEVELOPERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at M/s. Dewanchand Hansraj Compound, Kolshet Road, Dhokali, Thane, hereinafter referred to as 'the PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, M/s. Shree Tirupati Greenfield Developers, survivors or survivor of them and their respective heirs, executors & administrators of such last survivor) of the One Part AND



Sharad Kumar

FOR THE COSMOS CO-OP. BANK LTD.

Authorised Signatory

Rs One Lakh Forty Seven Thousand Seven Hundred Fifty

Stamp Duty Paid  
Rs. 14,375/-

Stamp Duty Rs. 01477501-235157

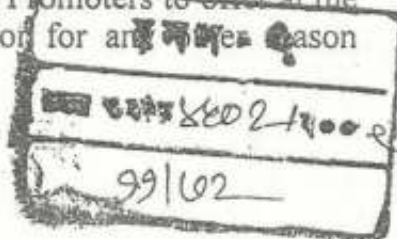
Stamp Duty MAHARASHTRA



two buildings are being constructed) including the Agreements and other documents referred to hereinabove and the Purchaser hereby agrees & confirms that he shall not be entitled to further investigate the title of the Owners, the Developers' right and the Promoters' right of development of the said property and no requisition or objection shall be raised by the Purchaser on any matter relating thereto or howsoever in connection therewith. Further prior to the execution of these presents, the Promoters have given the Purchaser an express notice of the rights reserved and retained by the Promoters for themselves as well as for their nominees and assigns.

3. While sanctioning the said Plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority.

4. The Purchaser hereby agrees to acquire and purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser, Flat bearing No. 1303 on the 13<sup>th</sup> floor in B wing of the said Building to be known as "RIVIERA", having carpet area of 760 sq. ft. (which is inclusive of the area of balconies) and bounded by red colour boundary line on the floor plan hereto annexed and marked as Annexure 'I' (hereinafter referred to as "the said flat"), ~~together with Basement/Stilt/Open Parking at~~ or for price of Rs. 33,02,180/- (Rupees Thirty three lakh two thousand one hundred eighty only) (which includes proportionate price of common areas and the facilities appurtenant to the said flat/office/shop). The list of the amenities to be provided by the Promoters in the said flat as well as to the entire nature, extent and description of the common areas & facilities and limited common areas or facilities are set out in Annexure 'J' & 'K' hereto respectively. However, the Purchaser agrees that the Promoters have the right to change the fixtures, fittings and amenities to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoters. In such circumstances the Promoters shall substitute the fixtures, fittings and amenities without any approval of the Purchaser in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoters to offer at the earliest the possession of the said premises and/or for any other reason whatsoever.



Harad Kumar

THE SIXTH SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces and parcels of land bearing New Survey No.9, Hissa No.1/1F admeasuring about 779.67 sq.mtrs, New Survey No.9, Hissa No.1/1G admeasuring about 4440 sq.mtrs and New Survey No.9, Hissa No.2/2 admeasuring about 797.84 sq.mtrs aggregating to 6017.51 sq.mtrs situate lying and being at Village Dhokali, Taluka and District Thane, Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.

THE SEVENTH SCHEDULE ABOVE REFFERED TO:

ALL THAT piece or parcel of non-agricultural portion of land admeasuring 255.54 sq. mtrs. out of the property bearing Survey No.9 Hissa No.1/1H admeasuring 4,920 sq. mtrs. situate lying and being at Village Dhokali, Taluka and District Thane, Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.

SIGNED AND DELIVERED

by the within named PROMOTERS  
M/S. SHREE TIRUPATI GREENFIELD  
DEVELOPERS

Through its partners

1) Shri. Sunil S. Gupta.

2)

In the presence of...

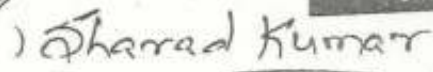
1.   
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SIGNED AND DELIVERED



by the within named PURCHASER

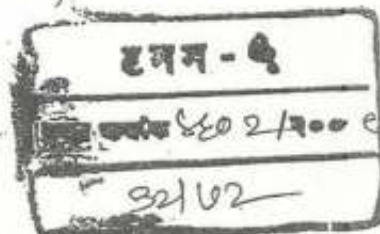
MR. Sharad Kumar.





in the presence of...

1.   
2. 







दस्तावेजांक व वर्ष: 4602/2009

Friday, May 29, 2009

3:18:39 PM

दुय्यम निबंधक: सह दु.नि.ठाणे 5

नॉवरी 63 न.

दिवस, 63 म.प.

सूची क्र. दोन INDEX NO. II

गावाचे नाव: ठोकरा

- (1) विलेखांचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्टाबाज्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,302,190.00  
बा.गा. रु. 3,263,200.00

- (2) भू-मापन, र. टहिस्ता व घरक्रमांक (असल्यास)

(1) वर्णना नमूने स नं 9/1/1 सी, 9/1/1डी, 9/1/1ई, 9/1/1एफ, 9/1/1जी, जुगा स नं 135/1/1पै, 135/2, सधनिका क्र 1303, 13वा मजला, बी विंग, रिविजेरा, सिधेस्वर मार्डन, डोकाळी, कोलकोस रोड, ठाणे  
(1) 84.75 चौ मी

- (3) क्षेत्रफळ

- (4) आकारणी किंवा जुडी देण्यात आसेल तेव्हा

(1)

- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मे श्री तिरुपती धीनफिल्ड डेव्हलपर्स लॉफे भागीदार सुनिल गुप्ता, अरविंद गुप्ता, हरेश दोलतानी यांचे कु मु म्हणून अभिलेख अर्जा महादीक वय 30 वर्ष - -; घर/प्लॉट नं: डोकाळी, ठाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) शरद कुमार - -; घर/प्लॉट नं: 504 दफोडिल्स वर्धमान गार्डन बालकुम, ठाणे-प; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: APIPK6075N.

- (7) दिनांक कसून दिल्याचा 29/05/2009  
(8) नोंदणीचा 29/05/2009  
(9) अनुक्रमांक, खंड व पृष्ठ 4602 /2/09

- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 147,25.00  
(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00  
(12) शेष

सह दुय्यम निबंधक ठाणे क्र. ५



सह दुय्यम निबंधक ठाणे क्र. ५



AND WHEREAS the said Hansraj died intestate leaving behind his several movable and immovable properties (which he had kept in his accounts and not assigned to any of his sons during his lifetime). The legal heirs of the late Hansraj Agarwal in their joint meeting held on 03/02/1993, decided to execute a memorandum of family partition recording the terms of partition of the movable and immovable properties of late Hansraj Agarwal;

AND WHEREAS as per the Memorandum of Family Partition dated 03/02/1993, the properties i.e. the industrial sheds alongwith the land situated at village Balkum, Kolshet Road, Taluka & District Thane (which were not assigned by late Hansraj Agarwal to any of his sons during his lifetime) were allotted to the share of Shri Satpaul Gupta and his two sons, namely, (1) Sunil S. Gupta & (2) Arvind S. Gupta in their individual capacities, as equal co-owners with specific but undivided shares in lands bearing Nos.135/1/1 part & 135/2 part;

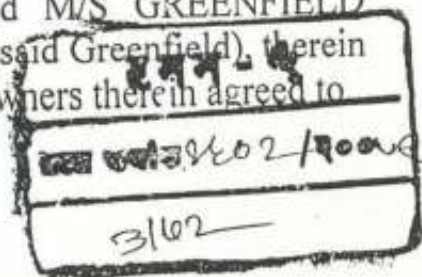
AND WHEREAS as per the above noted partition of the lands from time to time, the following lands are now owned, occupied & possessed by the respective owners as under:

Old S.No.	Area (sq. mtrs.)	Name of owner
135/1/1/P	2210	Sunil Satpaul Gupta (HUF)
135/1/1/P	3260	Arvind Satpaul Gupta (HUF)
135/1/1/P	3270	Satpaul Hansraj Gupta
135/1/1/P	4440	Satpaul Gupta, Sunil Gupta & Arvind Gupta jointly)
135/2	1600	Satpaul Gupta, Sunil Gupta & Arvind Gupta jointly)

Total 14,780

(hereinafter referred to as 'the said larger property') and more particularly described in the First Schedule hereunder written;

AND WHEREAS by an Agreement dated 15/05/2001 made and executed between Shri Satpaul Hansraj Gupta, Shri Sunil Satpaul Gupta, Shri Arvind Satpaul Gupta, Sunil Satpaul Gupta (HUF) through its manager Shri Sunil Satpaul Gupta & Arvind Satpaul Gupta (HUF) through its manager Shri Arvind Satpaul Gupta, therein and hereinafter collectively referred to as the Owners of the one part and M/S GREENFIELD CONSTRUCTIONS (hereinafter referred to as 'the said Greenfield'), therein referred to as the Developers of the other part, the Owners therein agreed to



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grant development rights to the Developers therein in respect of land admeasuring 8000 sq.mtrs out of the larger property (hereinafter referred to as "the said plot") and more particularly described in the Second Schedule hereunder written at or for the consideration and upon the terms and conditions therein contained;

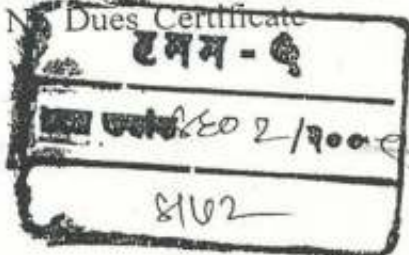
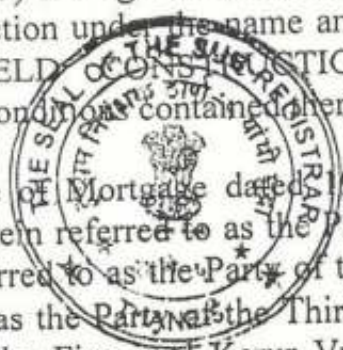
AND WHEREAS by order dated 17/04/2003 bearing No.ULC/TA/Te. No.BALKUM/SR-195+196+237, the Additional Collector and Competent Authority, Thane Urban Agglomeration declared under Section 8 (4) of the Urban Land (Ceiling & Regulation) Act, 1976 that the Owners do not hold any surplus land which includes the said larger property. A copy whereof is annexed hereto and marked as Annexure "A";

AND WHEREAS pursuant to the aforesaid, the said Greenfield through it's Architects inter alia submitted building plans of nine buildings & eight row houses in respect of the said larger property to the Municipal Corporation of the City of Thane (hereinafter referred to as 'the Corporation') for its approval which have been duly sanctioned by the Corporation under V.P. No. 2001/90 TMC/TDDP/TPS/2432 dated 29/09/2003;

AND WHEREAS by Order No.Revenue/K-1/T-1/NAP/SR-155/2003 dated 16/03/2004, the Collector of Thane granted permission of Non-Agricultural use in respect of the said plot subject to the terms and conditions contained therein.

AND WHEREAS by an Agreement dated 04/02/2005, the said Greenfield entered into a joint venture with M/s. Shri Tirupati Developers (hereinafter referred to as 'the said Tirupati') and agreed to develop the said plot by completing the remaining construction under the name and style of M/S. SHREE TIRUPATI GREENFIELD CONSTRUCTIONS, the Promoters herein and upon the terms and conditions contained therein;

AND WHEREAS by an Indenture of Mortgage dated 19/10/2005, executed by and between the Owners therein referred to as the Party of the First Part, the said Greenfield therein referred to as the Party of the Second Part, the said Tirupati therein referred to as the Party of the Third Part, the Promoters herein therein referred to as the Firm and Karur Vysya Bank Limited (hereinafter referred to as 'the said Bank') therein referred to as the Lender, the Promoters mortgaged the said plot with the said Bank to avail of loan for completing the development of the said plot. The said loan has been repaid to the said Bank and the said Bank has issued No Dues Certificate dated 26/10/2007 in respect of the said mortgage;



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AND WHEREAS Shri Dharampal Hansraj Gupta (hereinafter referred to as 'the said Dharampal') is the owner of the land bearing Old Survey No.135/2 New Survey No.9/2/1 (P) admeasuring 1191 sq.mtrs and Old

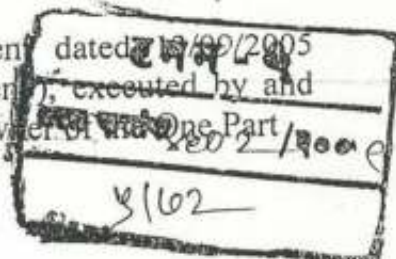
Survey No. 135/3 New Survey No. 2/3 admeasuring 1600 sq. mtrs. aggregating to 2791 sq. mtrs. together with shed standing thereon situate at village Dhokali, Tal. & Dist. Thane & more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Dharampal's property'). The said Dharampal's property was mutually transferred to M/s. Dee Pee Enterprises, a duly registered partnership firm (hereinafter referred to as 'the said firm');

AND WHEREAS by a Development Agreement dated 28/10/2005 (hereinafter referred to as 'the said First Development Agreement') executed by and between the said Dharampal therein referred to as the First Owner of the First Part, the said firm therein referred to as the Second Owner of the Second Part and the Promoters herein therein referred to as the Developers of the Third Part, the First Owner and the Second Owner therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the First Owner and the Second Owner therein the development rights for and in respect of the said Dharampal's property more particularly described in the Schedule thereunder written and the same being described in the Third Schedule hereunder written at or for the consideration and for and upon the terms and conditions contained therein. The said First Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane vide Sr.No.7352 of 2005;

AND WHEREAS pursuant to the said First Development Agreement, the said Dharampal have executed Power of Attorney of even date in favour of the Promoters herein to do all acts, deeds, matters and things mentioned therein in respect of the said Dharampal's property. The said Power of Attorney dated 28/10/2005 is registered with the Sub Registrar of Assurances at Thane under Serial No.7352 of 2005;

AND WHEREAS Shri Surendra Desraj Gupta (hereinafter referred to as 'the said Surendra') is the owner of the property bearing New Survey No.9 Hissa No.1 B admeasuring 4,520 sq. mtrs. situate at Dhokali, Thane together with the shed standing thereon and more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as 'the said Surendra's property');

AND WHEREAS by Development Agreement dated 28/10/2005 (hereinafter referred to as 'the said Second Agreement'), executed by and between the said Surendra therein referred to as the Owner of the First Part



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and the Promoters herein therein referred to as the Developers of the Other Part, the Owner therein agreed to grant and assign the irrevocable development rights for and in respect of the said Surendra's property more particularly described in the Schedule thereunder written and the same being described in the Fourth Schedule hereunder written at or for the consideration and for and upon the terms and conditions contained therein. The said Second Agreement is registered with the Sub-Registrar of Assurances, Thane vide Sr. No. 6416 of 2005;

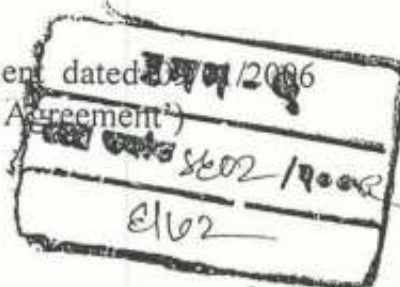
AND WHEREAS pursuant to the said Second Agreement, the said Surendra has executed Power of Attorney of even date in favour of the Promoters herein to do all acts, deeds, matters and things mentioned therein in respect of the said Surendra's property. The said Power of Attorney dated 13/09/2005 is registered with the Sub Registrar of Assurances at Thane under Serial No. 6416 of 2005;

AND WHEREAS 1) Mrs. Hina Gupta, 2) Mrs. Dimpy Janki, 3) Miss. Anusha Ashok Gupta, 4) Miss. Chandana Ashok Gupta (hereinafter referred to as 'the said Hina & others') are the owner of the property bearing New Survey No.9, Hissa No.1/1 (part) admeasuring 2,270 sq. mtrs. situate at Dhokali, Thane together with the shed standing thereon and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as 'the said Hina's property');

AND WHEREAS by Agreement for Sale dated 11/11/2005 (hereinafter referred to as 'the said Agreement for Sale'), executed by and between the said Hina & others therein referred to as the Vendors of the One Part and the Promoters herein therein referred to as the Purchasers of the Other Part, the Vendors therein agreed to sell, transfer and assign to the Purchasers therein all their right title and interest in the said Hina's property more particularly described in the Schedule thereunder written and the same being described in the Fifth Schedule hereunder written at or for the consideration and for and upon the terms and conditions contained therein. The said Agreement for Sale is registered with the Sub-Registrar of Assurances, Thane vide Sr. No.7549;

AND WHEREAS pursuant to the said Agreement for Sale, the said Hina & others have executed Power of Attorney of even date in favour of the Promoters herein to do all acts, deeds, matters and things mentioned therein in respect of the said Hina's property. The said Power of Attorney dated 11/11/2005 is registered with the Sub Registrar of Assurances at Thane under Serial No.811;

AND WHEREAS by a Development Agreement dated 27/07/2006 (hereinafter referred to as 'the said Third Development Agreement')



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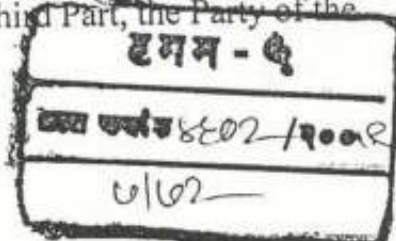
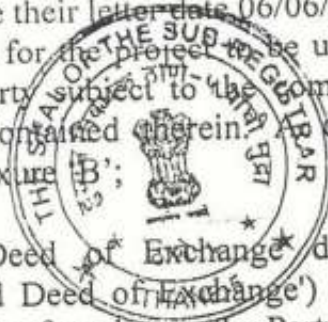
executed by and between the Owners therein also referred to as the Owners of the One Part and the Promoters herein therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the land bearing New Survey No.9, Hissa No.1/1F admeasuring about 779.67 sq.mtrs, New Survey No.9, Hissa No.1/1C admeasuring about 4440 sq.mtrs and New Survey No.9, Hissa No.2/2 admeasuring about 797.84 sq.mtrs aggregating to 6,017.51 sq. mtrs. or thereabout out of the said larger property situate at Balkum (Dhokali), Thane more particularly described in the Schedule thereunder written and the same being described in the Sixth Schedule hereunder written (hereinafter referred to as 'the said remaining property') at or for the consideration and for and upon the terms and conditions contained therein. The said Third Development Agreement is registered with the Sub-Registrar of Assurances, Thane vide Sr. No.204;

AND WHEREAS pursuant to the said Third Development Agreement, the Owners have executed Power of Attorney of even date in favour of the Promoters herein to do all acts, deeds, matters and things mentioned therein in respect of the said remaining property. The said Power of Attorney dated 09/01/2006 is registered with the Sub Registrar of Assurances at Thane under Serial No. 204;

AND WHEREAS the Owners were running factory in the portion of the said larger property. In or about the year 1976, the Promoters closed down its Factory;

AND WHEREAS Ministry of Environment and Forests (I.A. Division), Government of India, vide their letter dated 06/06/2007 has granted necessary Environmental Clearance for the project to be undertaken by the Promoters on the said entire property subject to the compliance with the specific and general conditions contained therein. A copy whereof is annexed hereto and marked as Annexure 'B';

AND WHEREAS by a Deed of Exchange dated 11/09/2007 (hereinafter referred to as 'the said Deed of Exchange') executed by and between the said Dharampal therein referred to as the Party of the First Part of the First Part, the Promoters herein therein referred to as the Party of the Second Part of the Second Part and Mr. Mazher Taiyabbhai Kari and 4 others (hereinafter referred to as 'the said Mazher and others') therein referred to as the Party of the Third Part of the Third Part, the Party of the



Sharad Kumar

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First Part therein at the instance of the Party of the Second Part therein granted and conveyed to the Party of the Third Part by way of exchange his right, title and interest in a portion admeasuring 255.54 sq. mtrs. out of the said Dharmpal's property more particularly described in the Third Schedule thereunder written and the Party of the Third Part therein granted and conveyed his right, title and interest in portion admeasuring 255.54 sq. mtrs. out of the property bearing Survey No.9 Hissa No.1/1H admeasuring 4,920 sq. mtrs. together with the structure standing thereon (hereinafter referred to as 'the said second portion') and more particularly described in the Fourth Schedule thereunder written and the same also being described in the Seventh Schedule hereunder written. The said Deed of Exchange is registered with the Sub-Registrar of Assurances, Thane vide Sr. No.4913/2007.

AND WHEREAS since the Promoters are desirous of developing the property described in the Third Schedules to Seventh Schedules hereunder written excluding the area admeasuring 255.54 sq. mtrs. out of the land bearing New Survey No.9 Hissa No.3 admeasuring 1600 sq. mtrs., hereinafter collectively referred to as 'the said property', the Promoters have obtained requisite NOC dated 22/02/2006 from the Dy. Commissioner of Labour, Thane & NOC dated 14/09/2007 from Commissioner of Labour, Maharashtra State, Mumbai for the development of the said property. A copy whereof is annexed hereto and marked as Annexure "C" & "D" respectively;

AND WHEREAS the Promoters intend to put up phase wise construction on the said property and will construct the buildings thereon by phases. In the First Phase, the said Tirupati already constructed two buildings of stilt + 15 upper floors known as 'HARMONY' and 8 Row Houses on the said plot shown on the plan annexed hereto & marked as Annexure 'E' by crossed line and bounded by a thick line according to the sanctioned plans. The portion shown by lines on the plan annexed as Annexure 'E' is the Second Phase of present development. The portion shown by zebra lines and marked by the words 'future development/third phase' is the further phase of development.

AND WHEREAS the Promoters are desirous of selling the premises including open spaces such as garden terrace, basement etc. appurtenant to or adjoining or abutting certain flats, to be constructed on the said property under the Second Phase of development, on Ownership Basis and are entering into separate agreements for sale of such premises with various purchasers on similar terms and conditions as herein contained (save and except and/or to such modifications as may be necessary or considered desirable by the Promoters);

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AND WHEREAS the Promoters have submitted revised plans to the Corporation in respect of the said property and the same has been sanctioned by the Corporation and the Commencement Certificate bearing No.3960 vide V.P. No.2001/90/TMC/TDD/65 dated 02/05/2008 in respect of the said property has also been granted by the Corporation. A Copy whereof is annexed hereto and marked as Annexure 'F'.

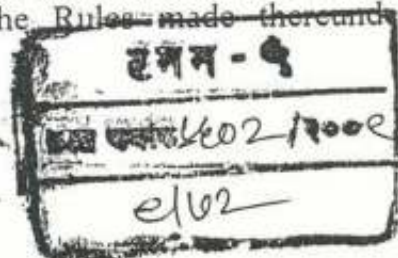
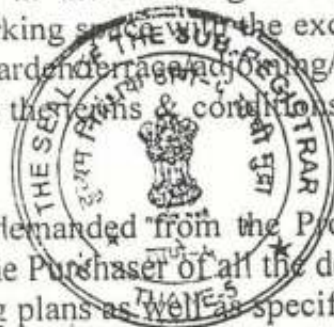
AND WHEREAS the Promoters have appointed M/s. Thakkar & Associates, Architects, & Shri R. C. TIPNIS, R.C.C. Consultants, for the preparation of the architectural and structural designs and drawings of the said Buildings and to supervise the construction thereof till completion;

AND WHEREAS in the premises aforesaid, save except as stated hereinabove, the Promoters are entitled to develop the said property and have also sole and exclusive right to sell the flats and premises in the buildings to be constructed on the said property and to enter into agreement/s with the purchaser and to receive the sale price in respect thereof;

AND WHEREAS the Promoters intend to construct two multistoried buildings of Stilt plus 18 upper floors in the Phase II to be known as "RIVIERA" on the said property. The Promoters have already constructed a Club House for the benefit inter-alia of the purchasers of premises in the entire complex of 'SIDDHESHWAR GARDENS' comprising the said property and also intend to provide bus service to the purchasers of premises to and from the complex;

AND WHEREAS the Purchaser is desirous of acquiring from the Promoters Flat/Duplex Flat/Pent House in the Building to be known as 'RIVERIA' & basement/open/stilt car parking space with the exclusive right to use, occupy and enjoy the open garden terrace/plotting/appurtenant thereto at or for the consideration and on the terms & conditions hereinafter appearing;

AND WHEREAS the Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property, building plans as well as specifications and designs thereof prepared by the Architect, Orders passed by the concerned authorities and of such other documents as are specified under the Maharashtra Ownership Flats (Regulations, promotion of construction, sale, management and transfer) Act, 1963 and the Rules made thereunder (hereinafter called 'the MOF Act');



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AND WHEREAS a copy of the Certificate of Title issued by the Advocate of the Promoters, copies of 7/12 Extracts showing the nature of the title of the Builders to the said property and copies of the floor plans and specifications of the flat agreed to be purchased by the Purchaser have been annexed hereto and marked as Annexure 'G', 'H' & 'I' respectively;

AND WHEREAS the Promoters have displayed and/or kept Xerox copies of the documents, plans and specifications referred to in above clause as per Sec.3 of the MOF Act at the site and permit the Purchaser to take inspection thereof;

AND WHEREAS the Purchaser has also inspected the said property and has himself fully acquainted with the state thereof and has agreed to acquire the said flat from the Promoters on what is popularly known as ownership basis at and for the price and on the terms and conditions and covenants mutually agreed upon by and between the parties hereto.

AND WHEREAS relying upon the said application and agreement, the Promoters have agreed to sell to the Purchaser the said flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under Sec.4 of the MOF Act, the Promoters are required to execute a written agreement for sale of the said flat to the Purchaser being in fact these presents and also to register the said Agreement for Sale under the MOF Act.

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

1. The Promoters shall construct a building comprising of Stilt plus 18 upper floors to be known as 'RIVIERA' on the said property (hereinafter referred to as 'the said building') in accordance with the building plans sanctioned by the Corporation with only such variations and modifications as the Corporation or the Promoters may deem fit and the Purchaser hereby consents to the same. PROVIDED THAT if such variations or modifications adversely affect the area of the flat agreed to be purchased by the Purchaser, then and in such event, the Promoters shall obtain consent of the Purchaser in writing. PROVIDED ALWAYS that the Promoters shall have fullest liberty to make any variations or alterations and amendments in the aforesaid Building to be/being constructed on the said property, or the location thereof, and the Purchaser shall not object to the aforesaid and hereby grants irrevocable consent to the same.

2. The Purchaser has prior to the execution of this agreement satisfied himself with the title of the Owners to the said property and hereby grants

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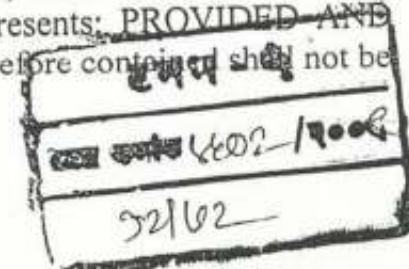
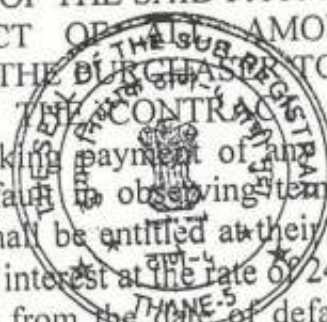
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5. The Purchaser hereby agrees to pay to the Promoters the said purchase price of Rs. 33,02,180/- as under:

- a) Rs. 3,30,218 /- (10%) paid on Booking
- b) Rs. 4,95,327 /- (15%) On Plinth
- c) Rs. 1,15,580 /- (3.5%) On Casting 1<sup>st</sup> Slab
- d) Rs. 1,15,580 /- (3.5%) On Casting 2<sup>nd</sup> Slab
- e) Rs. 1,15,580 /- (3.5%) On Casting 3<sup>rd</sup> Slab
- f) Rs. 1,15,580 /- (3.5%) On Casting 4<sup>th</sup> Slab
- g) Rs. 1,15,580 /- (3.5%) On Casting 5<sup>th</sup> Slab
- h) Rs. 1,15,580 /- (3.5%) On Casting 6<sup>th</sup> Slab
- i) Rs. 1,15,580 /- (3.5%) On Casting 7<sup>th</sup> Slab
- j) Rs. 1,15,580 /- (3.5%) On Casting 8<sup>th</sup> Slab
- k) Rs. 1,15,580 /- (3.5%) On Casting 9<sup>th</sup> Slab
- l) Rs. 1,15,580 /- (3.5%) On Casting 10<sup>th</sup> Slab
- m) Rs. 1,15,580 /- (3.5%) On Casting 11<sup>th</sup> Slab
- n) Rs. 1,15,580 /- (3.5%) On Casting 12<sup>th</sup> Slab
- o) Rs. 1,15,580 /- (3.5%) On Casting 13<sup>th</sup> Slab
- p) Rs. 1,15,580 /- (3.5%) On Casting 14<sup>th</sup> Slab
- q) Rs. 1,15,580 /- (3.5%) On Casting 15<sup>th</sup> Slab
- r) Rs. 1,15,580 /- (3.5%) On Casting 16<sup>th</sup> Slab
- s) Rs. 1,15,580 /- (3.5%) On Casting 17<sup>th</sup> Slab
- t) Rs. 1,15,580 /- (3.5%) On Casting 18<sup>th</sup> Slab
- u) Rs. 2,31,160 /- (7%) On Casting Top Slab
- v) Rs. 1,65,035 /- (5%) On Possession

6. The Purchaser has been informed by the Promoters that all payment payable as per above said installments, shall be paid by A/C PAYEE CHEQUE or DEMAND DRAFT, PAYABLE IN THE NAME OF THE PROMOTERS HEREIN. TIME IN RESPECT OF THE SAID PAYMENTS OR INSTALLMENTS AND IN RESPECT OF THE SAID AMOUNTS PAYABLE UNDER THESE PRESENTS BY THE PURCHASER TO THE PROMOTERS IS OF THE ESSENCE OF THE CONTRACT. If the Purchaser makes any delay or default in making payment of any of the installments or amounts or commits any default in observing terms and conditions of this agreement, the Promoters shall be entitled at their option either to terminate this Agreement or to charge interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters, WITHOUT PREJUDICE to their other rights in law and under these presents: PROVIDED AND ALWAYS that the Power of termination hereinbefore contained shall not be



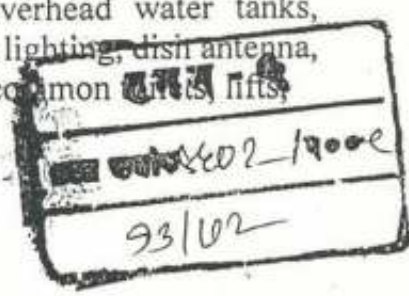
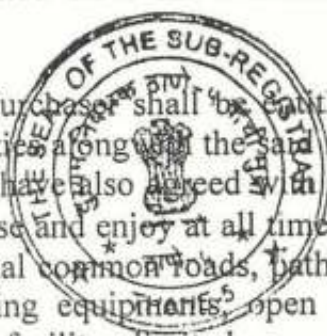
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exercised by the Promoters unless and until the Promoters shall have given to the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and default shall have been made by the Purchaser in remedying such breach/breaches within 15 days after giving of such notice. It is further agreed that upon termination of this Agreement as stated herein, the Promoters shall, after deducting an amount equal to 20% of the total consideration payable hereunder, refund to the Purchaser the balance of the sale price which the Purchaser may have till then paid to the Promoters without any interest on the amount so refundable and upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said flat to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Purchaser shall have no objection for the same. However, in case of such sale to third party, the Promoters shall within 10 days from the date of such sale, refund the amount received till then after deductions as aforesaid to the Purchaser.

7. It is expressly agreed that right of the Purchaser under this Agreement is restricted only to the flat agreed to be sold by the Promoters and right of all the prospective Purchasers of premises in the said Building shall be restricted to the land married to the plinth area and all other premises and/or portion or portions of the said property including the layout area, roads, recreation ground etc., shall be the sole property of the Promoters and the Promoters shall be entitled to deal with and develop the same in any manner as may be deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser hereby confirms and consents to the irrevocable right of the Promoters to develop the said property in the manner deemed fit by them without any further or other consent or concurrence from the Purchaser and other Purchasers in future.

8. It is expressly agreed that the Purchaser shall be entitled to use the common areas and facilities and amenities along with the said flat. However, the Purchasers have taken note of and have also agreed with the Promoters that the Promoters shall have right to use and enjoy at all times the facilities like all compulsory open spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipments, open space, storm, water drainage, common areas, and facility, limited common area and facility, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, Water pine line, pump rooms, auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common ~~units~~ lifts,





society office room, stilt in the Compound, Lift Machine Room and all such facilities finally that may be provided by the Promoters and also grant the user enjoyment thereof to any other buildings and occupants thereof that may be constructed by them or their nominees or associates in the locality.

9. At present no part of the said Floor Space Index is utilised by the Promoters on any other property for any purpose whatsoever.

10. The Purchaser shall use the said flat or any part thereof or permit the same to be used only for the purpose for which it is meant and for no other purpose whatsoever.

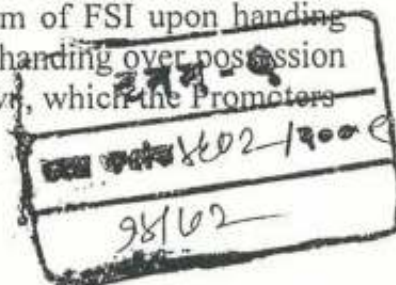
11. The Promoters have informed to the Purchaser that:

a) The Promoters intend to develop the said property to be known as "RIVIERA" by constructing a building comprising ground plus 18 upper floors.

b) The Promoters are negotiating to purchase and/or acquire development rights in respect of the adjoining property. The Promoters shall at their option be entitled to amalgamate the said adjoining property and/or grant the right of way to such adjoining land owners or their assignees.

c) The Promoters at their option may form one society in respect of all buildings or form a separate society in respect of each building. In the event of the Promoters forming a separate society in respect of each building, they may grant separate lease in respect of the plinth area of each building in favour of each society and execute conveyance in respect of remaining area in favour of the Federal society. The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto shall be binding upon the Society/s and the Apex Body.

d) A portion shown on the plan thereof hereto annexed and marked as Annexure 'E' by brown hatch lines is reserved as Amenity Open Space as per the Development Control Regulations and the same has been handed over to the Corporation. The Promoters after obtaining requisite permissions from the Corporation intend to construct at their own costs and expenses commercial complex on the said Amenity Open Space. The Promoters shall be entitled to accrue the benefit of TDR in the form of FSI upon handing over such commercial complex and also against the handing over possession of the said Amenity Open Space as stated hereinabove, which the Promoters





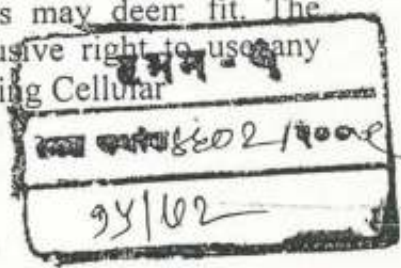
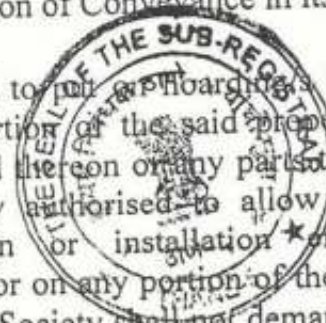
intend to utilise and consume on the said property by constructing additional floors or additional building in accordance with the plans that may be sanctioned by the Corporation. It is hereby expressly agreed, declared and confirmed by & between the parties hereto that the Promoters shall have absolute discretion to vary or alter, from time to time, the layout and the internal/feeder roads and/or the dimensions of the plot &/or the location or the extent of the open spaces and/or garden &/or recreation ground (RG) &/or Amenity Plot. No objection shall be raised nor will any obstruction or hindrance be caused by the Purchaser &/or the said society to the alteration &/or variation aforesaid.

e) As the said property is being developed as one property, in the event of Promoters granting separate lease in respect of each wing of the said building, it will not be possible to sub-divide the said property, as such the purchasers shall not be entitled to ask for sub-division of the said property.

f) The Conveyance/Lease shall be executed by the Promoters only upon the completion of the said building and development of the said property and the Purchaser shall not insist upon the conveyance/lease prior to the completion of the entire development of the said property.

g) The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour.

h) The Promoters shall be entitled to put up hoardings illuminated or comprising of neon signs on any portion of the said property or on the building or buildings to be constructed thereon or any part thereof and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or erection or installation either on the exterior/terrace of the said Building/s or on any portion of the said property as the case may be. The Purchaser or Society shall not demand any amount or any charge from the Promoters by way of monthly maintenance charges or any other charges or outgoings for the use of such exterior/terrace or compound wall for the purpose of displaying of hoardings or advertisements etc., and for such other purposes as the Promoters may deem fit. The Promoters are also entitled retain to itself the exclusive right to use any portions of the building/terrace for erecting and installing Cellular



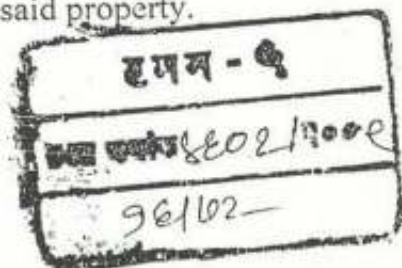
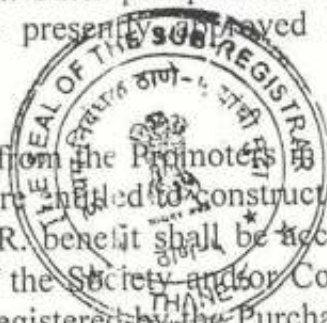
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Telecommunication Relay Stations, and other communications relaying stations and to erect and install antenna, boosters and other equipments (hereinafter referred to as "the communication equipment") for facilitating relay of Cellular communication, radio services and satellite communications and providing other communications and relays by any and all means and devices and the Promoters shall be entitled to commercially exploit the aforesaid rights, either by itself or through the person/s to whom the Promoters may have assigned the said rights, (hereinafter referred to as Assignees of the said right) for their own benefit. The Promoters and/or the Assignees of the said right shall be entitled to enter into appropriate agreements with the persons holding license/s from the authorities in respect of the commercial exploitation of the said equipments. In case the said Cellular Telecommunication, Relay stations, and other communication relaying stations are erected and installed on the terrace or other portions of the said building, the Promoters/the assignees of the said right shall pay to the Association/Society of the Flat Purchasers of the said building an aggregate fixed fee of Rs. ~~xx~~/- (Rupees ~~xx~~ only) per annum commencing from the date the erection/ installation of the said Cellular Telecommunication Relay Stations, and other communication relaying stations on the terrace or other portions of the said building is complete or on the society/organization being formed and registered whichever is later.

i) The Development of the said property is under a layout scheme/project as sanctioned or to be sanctioned hereafter with such modification, amendments etc., as may be permitted by the concerned development authority including the Corporation. The construction of said buildings on the portion of the said property is part of the development in the layout scheme and project. The Promoters are entitled to carry out and complete further and other development on other part/portion of the said property by constructing other buildings presently ~~not~~ approved or to be approved by the Corporation.

j) The Purchaser of flats/premises etc. from the Promoters in respect of the additional floors which the Promoters are entitled to construct by use of such extra or additional F.S.I. and/or T.D.R. benefit shall be accepted and admitted as member and/or shareholder of the Society and/or Company or other organization as may be formed and registered by the Purchaser of the flats/premises in the said building and such Purchaser shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchaser herein in the said building and/or the said property.



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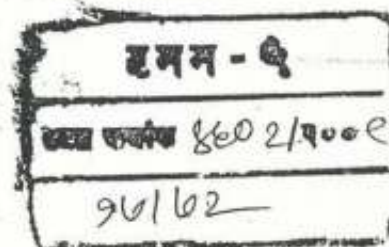
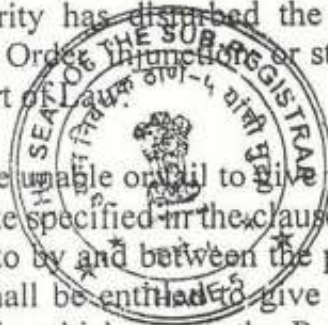
Aforesaid conditions are of the essence of the contract and only upon the Purchaser agreeing to the said conditions, the Promoters have agreed to sell the said flat to the Purchaser.

12. The Promoters will sell all premises intended to be constructed on the said property with a view ultimately that the Purchasers of all the premises in the said Building shall be admitted to Co-operative Housing Society of all such prospective Purchasers of premises (hereinafter referred to as "the said Society").

13. Subject to terms of this Agreement being fulfilled and subject to provisions of this Agreement, the Promoters shall execute lease/s & or Conveyance/s in respect of the said property or any part thereof and all costs, charges, expenses by way of stamp duty and Registration fee and all other expenses whatsoever shall be borne and paid by the Purchaser alongwith other prospective Purchasers of premises on pro-rata basis and demand for contribution made by the Promoters shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.

14. It is expressly agreed that the possession of the said flat will be handed over by the Promoters to the Purchaser by Sept. 2010 and upon receipt of completion certificate, provided the Promoters have received the full purchase price of the said flat under these presents strictly as per time Schedule and provided the construction by the Promoters is not delayed on account of non-availability of steel, cement and other building materials, and grant of necessary services such as water, electric, drainage etc. and any act of God, civil commotion, riots, war or any notice, order, rule, notification of the Government and/or other Public Body and/or Competent Authority has disturbed the construction schedule or the Government and/or other Public Body and/or Competent Authority has disturbed the construction schedule of the Promoters or due to any Order of the Government or stay if granted by the concerned authorities and/or Court of Law.

If for any reason the Promoters are unable or fail to give possession of the said flat to the Purchaser with the date specified in the clause 14 above or within any further date or dates agreed to by and between the parties hereto then and in such case, the Purchaser shall be entitled to give notice to the Promoters terminating the Agreement, in which event, the Promoters shall within two weeks from the receipt of such notice refund to the Purchaser the aforesaid amount of earnest money deposit and further amounts if any, that may have been received by the Promoters from the Purchaser as installments.



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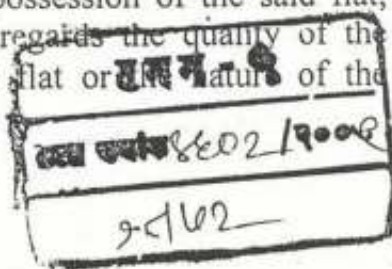
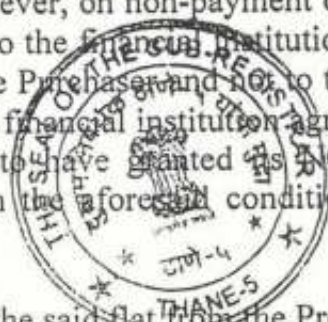


of part payments of the purchase price in respect of the said flat as well as simple interest on such amounts at the rate of 9% p.a. from the date of receipt till repayment. The Promoters shall also pay to the Purchaser a lumpsum consideration towards liquidated damages in respect of such termination as mutually decided by both the parties. Neither party shall have any other claim against other in respect of the said flat or arising out of this agreement and the Promoters shall be at liberty to sell and dispose off the said flat to any other person at such price and upon such terms and conditions as the Promoters may deem fit. If as result of any legislative order or regulations or direction of the Govt. or public authorities, the Promoters are unable to complete the aforesaid buildings &/or to give possession of the said flat to the Purchaser, only responsibility and liability of the Promoters will be to pay over to the Purchaser and several other persons who have purchased or who may purchase, the flat and other rights in respect of other spaces in the said buildings, the total amount (suitable to the building) that may be received by the Promoters pursuant to such legislation etc. 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.

15. The Purchaser shall take possession of the said flat within SEVEN DAYS of the Promoters informing in writing to the Purchaser intimating that the said flat is ready for use and occupation.

16. It is expressly agreed and undertaken by the Purchaser that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/Employer by offering as security the said flat/premises allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser availing such loan. However, on non-payment of such loan by the Purchaser, the recourse available to the financial institution would be only to such flat/premises allotted and the Purchaser and not to the land and buildings belonging to the Promoters. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Purchaser to raise housing loan only on the aforesaid conditions and not otherwise.

17. While accepting the possession of the said flat from the Promoters, the Purchaser shall get himself satisfied about the quality of work, amenities etc., and thereafter upon the Purchaser taking possession of the said flat, shall have no claim against the Promoters as regards the quality of the Building material used for construction of the flat or the nature of the construction provided in the said flat.



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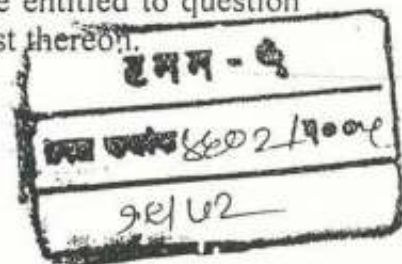
18. The Purchaser alongwith other purchasers of the premises in the building shall join in forming and registering the Society or a Limited Company as may be decided by the Promoters and for that purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, and approving the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within FOUR DAYS of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the organisation of the Purchaser under Section 10 of the MOF Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of 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. In the event of the Society or the Limited Company being formed and registered before the sale or disposal by the Promoters of all the premises in the said Building, the power and authority of the Society so formed of the premises purchasers shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof.

19. The Purchaser shall pay/deposit with the Promoters on or before taking the possession of the said flat the following amounts:-

- a. Rs. 74,160/- For Maintenance @ 3.00 per sq.ft. X 24 Months
- b. Rs. 40,000/- For M.S.E.B. Charges
- c. Rs. 15,000/- For Water Connection Charges
- d. Rs. 30,000/- For Development & Infrastructure Charges
- e. Rs. 511/- For Share Money
- f. Rs. 5,000/- For Legal Charges
- g. Rs. 3,000/- For Society Formation Expenses
- h. Rs. 40,000/- For Club House Charges
- i. Rs. 8,000/- For Bus Charges
- j. Rs. 35,000/- For Solar System & Rain Water Harvesting
- k. Rs. 12,000/- For Club House Maintenance @ 500/-p.m. X 24 months



The Purchaser hereby agrees that he shall not be entitled to question either the quantum of such amount nor claim any interest thereon.



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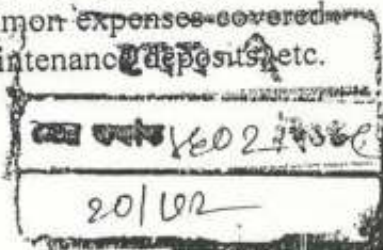
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20. The Promoters shall utilise the sum of Rs. 5,000/- paid by the Purchaser to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorneys at law/Advocates of the Promoters in connection with the formation of the said Society or a Limited company as the case may be, preparing rules, regulations and bye/laws and the cost of preparing, engrossing the lease/Conveyance.

21. Notwithstanding anything to the contrary contained in this Agreement the Purchaser hereby agrees to contribute to pay his proportionate share towards the costs, charges, expenses, Municipal Taxes and outgoings in respect of the said flat being agreed to be sold hereunder. Such share is to be determined by the Promoters having regard to the area of each premises. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, Municipal taxes and outgoings.

22. Commencing a week after the information in writing is given by the Promoters to the Purchaser that the said flat is ready for use and occupation, the Purchaser shall be liable to bear & pay the proportionate share (i.e. in proportion to the floor area of the flat) of the outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authorities and/or Govt., water charges, insurance, common lights, repairs and salaries of clerks, office staff, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and Building. Until the Society/Limited Company is formed and the said property and the said Building transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till his share is so determined, he shall pay to the Promoters provisional annual contributions of Rs. 74,160/- for 2 years towards the outgoings. The amount so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until the Deed of Conveyance/ Lease is executed in favour of the said Society as aforesaid. Subject to the provisions of Sec. 6 of the MCOA Act, on such lease/Conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company as the case may be. The Purchaser undertakes to pay such provisional annual contribution and such proportionate share of outgoings in advance and shall not withhold the same for any reason whatsoever. However, the Promoters shall not be required to pay proportionate share of the maintenance charges of the premises, which are not sold and disposed off by the Promoters. Common expenses covered under the society/MSEB expenses/taxes/advances maintenance deposits etc. are set out in Annexure 'H' annexed hereto.





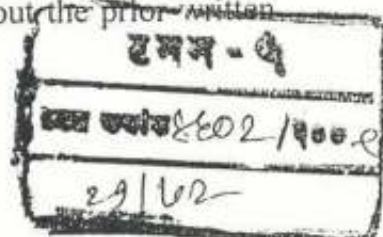
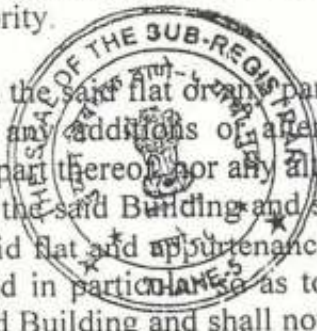
23. The Purchaser with intention to bring in and bind all persons into whomsoever hands the said flat may come, doth hereby covenant with the Promoters as follows: -

a) To maintain the said flat at Purchaser's own cost in good tenantable repair and condition from the date on which the possession of the said flat is taken and shall not do or suffer to be done anything in or to the said Building or the staircase or any passages or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Building or the said flat itself or any part thereof.

b) Not to store in the said flat any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the said Building or storing of goods which are objectionable by the concerned local or other authority and shall not carry or cause to be carried heavy package to the upper floors which may damage or be likely to damage the stair-cases, common passages, lift or any other structure of the said Building including entrances of the Building and in case any damage is caused to the Building or any other premises or any part thereof on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the cost & consequences of these breach.

c) To carry out at his own costs all internal repairs to the said flat and maintain the said flat in the condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said flat which constitutes a breach or default under the rules and regulations and bye-laws of the concerned local authority or other public AND in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or any other public authority.

d) Not to demolish or cause to demolish the said flat or any part thereof, nor at any time make or cause to make any additions or alterations of whatever nature in or to the said flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portions, sewers, drains, pipes in the said flat and appurtenances thereto in good tenantable repair and condition and in particular as to support, shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams walls, slabs, flooring, RCC pardis or other structural members in the said flat without the prior written permission of the Promoters and/or the Society.



Sham Kumar



e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said property and the said Building.

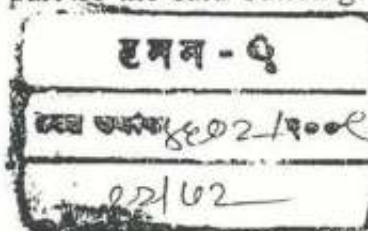
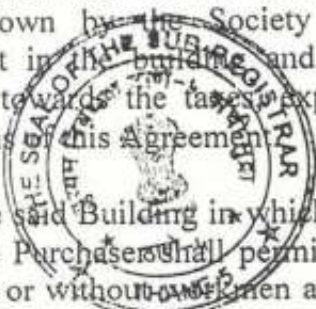
f) To pay to the Promoters within seven days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connections to the said Building.

g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the said flat by the Purchaser.

h) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or part with the possession of the said flat until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters.

i) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and 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 of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

j) Till a Lease/Conveyance of the said Building in which the said flat is situated is executed as aforesaid, the Purchaser shall permit the Promoters and their Surveyors and Agents with or without workmen and others, at all reasonable times, to enter into and upon the said property and the said building or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said building and/or the said flat.



Shrad Kumar



24. The Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title and interest in the said property or any part thereof, hereditaments and premises and the buildings constructed or hereinafter to be erected thereon PROVIDED THAT the Promoters do not in any way affect or prejudice the rights hereby granted in favour of the Purchaser.

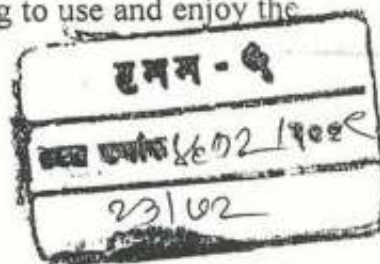
25. The Purchaser and the person to whom the said flat is permitted to be transferred, shall from time to time sign all applications papers and documents and do all acts, deeds and things as the Promoters or the Co-operative Housing Society may require for safeguarding the interest of the Promoters and/or the Purchaser and other Purchasers in the said property.

26. The Purchaser and the person to whom the said flat is permitted to be transferred with the written consent of the Promoters, shall observe and perform all the provision of the bye-law and/or the rules and regulations of the Co-operative Housing Society for the time being in force.

27. The Promoters shall maintain a separate account of sums received by them from the Purchaser as advance or deposit, sums received on account of the share capital for the formation of the Society or a Company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

28. The Purchaser alongwith the other Purchaser of premises in the said Building shall join in forming and registering a Co-operative Housing Society, and for that purpose also from time to time sign and execute application for registration and papers connected with and other documents necessary for formation of such Society and to become member and sign and return all the documents including bye-laws within seven days of receipt thereof, time being of the essence, so as to enable the Promoters to register the Organisation of the purchasers under section 10 of the MOP ACT within the time limit prescribed by Rule 8 of the MOP Act.

29. The Promoters have set up Swimming Pool & Club House (hereinafter collectively referred to as 'the Club House') for the benefit of the Purchasers of various premises in the Building to be constructed on the said property for which the Purchaser hereby agrees to pay such charges or fees as may be prescribed by the Promoters for availing to use and enjoy the benefit of the Club House from time to time.



Sharad Kumar



(a) The Club House shall be managed and maintained by the Promoters until the management, maintenance or otherwise control and regulation of the said Building/s are handed over and entrusted to the said Society or the Corporate Body as the case may be and until the Final Transfer Deed/s thereof is/are executed in favour of the said Society or the Corporate Body, whichever is later.

(b) The Purchaser hereby agrees and undertakes to abide and observe and perform all the rules, regulations etc. as may be framed by the Promoters for use of the said club house and the same have been framed at the time of putting the said club house in operation. It is further understood between the parties hereto that the Promoters may at its sole option and discretion allow operation of said club house and permit Purchaser to use the same along with other Purchaser even if the Promoters have not sold and allotted all the premises/units in the buildings/wings, however in such events the Purchaser shall along with the other Purchaser of premises bear and pay all such outgoings, maintenance charges, deposits, taxes etc. in such manner and proportion as the Promoters may decide. The Promoters shall not be held liable or responsible for payment of any such amount of outgoings, maintenance charges etc. in respect of unsold premises and/or premises in the building under construction/proposed construction.

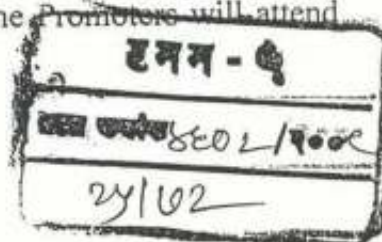
(c) The Promoters hereby represent that for the purpose of smooth operation, maintenance and various affairs in respect of the facilities of Club House, they proposed to either retain the management and administration of the said facilities either with themselves or may appoint any other person or persons on such terms and conditions as the Promoters may decide and deem fit and look after and administer the various affairs of the said facilities. The Purchaser herein independently and jointly with other purchasers of premise in the said buildings shall not dispute or challenge the right of the Promoters and their said agency and hereby undertakes to bear, pay and deposit membership fee, monthly outgoings, maintenance charges, etc. Neither the Purchaser herein along with other purchasers of premises in the said buildings and/or with the purchasers of premises in other buildings or their association, organisation or society, on being formed and registered, shall claim any right of whatsoever nature in respect of the said facilities nor shall challenge or dispute the right of the Promoters and their agency as may be appointed by them and shall sign and execute necessary writings, documents, confirmation, etc. as may be required and suggested by the Promoters. The entire control, supervision, management and administration of various affairs of the said facility shall exclusively remain with the Promoters and the agency as may have been appointed by them.



30. All open/covered garages, car parking spaces basements space under stilt in the compound or in the building which are proposed presently and/or which may be proposed in future will belong to the Promoters only and they will have sole and exclusive rights and authority to alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser will have no objection to the same and the Purchaser doth hereby consent to what is stated above.

31. The Promoters have reserved the right to give the open space around the building & space under the stilt if any in the said property for the purpose of car parking, garage, hoardings, sign boards and/or for any other purposes on such terms and conditions as the Promoters may desire. The said rights shall continue to subsist even after the said property is leased to the said society and Conveyances of buildings executed and the clause containing such rights shall be incorporated in the proposed Leases/Conveyances. The Promoters or their nominee or nominees shall pay a sum of Rs. —X—/- per year to the said society/federal body in token of such right which will be transferable and heritable even after the said property or the said society in respect of any such use of the said open space and stilt made by the Promoters and/or their assigns and/or nominees. The Promoters or their nominee or nominee shall be exclusively entitled to the income that may be derived out of such use of open space/stilt. The Purchaser shall not be entitled for any rebate and/or concession in the consideration of his said premises because of Promoters' such use of open space/stilt or other rights of the construction of any other building and/or structures and/or changes alterations and additions made in the said building/property. The Purchaser herein shall not be entitled to any abatement in the price of the said premises or object to the same for any reason whatsoever and shall allow the Promoters, their agents, servants, nominees, etc. to enter into and upon the said property and the said building for the purpose of use or enjoyment of the said open space and/or stilt etc. The Promoters shall be entitled to transfer or assign such rights to any person and the Purchaser of the said society shall not raise any objection thereto.

32. The Purchaser shall present this Agreement for registration with the Sub-Registrar of Assurances at Thane within the time limit prescribed by the Registrations Act and intimate to the Promoters the serial No. under which the same is lodged for registration and thereafter the Promoters will attend such office and admit execution thereof.



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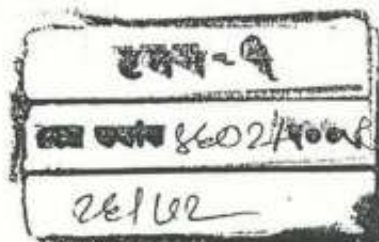


33. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting at his address specified below:

504 Daffodils Vardhaman  
Garden, Balkum, Bhiwandi  
Road, Thane. (W) 400609.

34. The Promoters, their nominees or assigns shall be entitled to reserve, enjoy and/or grant or give such right of way and passage from the said property for the purpose of going to and coming from the other property including the plots of land which may be developed by the Promoters or their nominees and assigns at all time of day or night and for all purposes with or without animals, carts, carriages, wagon, motor cars or any vehicle laden or unladen into, upon or over the said property at such places thereon as the Promoters may decide and enjoy and/or to give right to lay the service lines including water/drainage pipes, drainage chambers, electric cables etc. into under over or upon the said property at such places as the Promoters may decide to any one or more persons occupants and/or persons claiming through them or him on such terms and conditions as the Promoters may deem fit and the Purchaser and the said society to be formed shall be bound by the same and shall not raise any objection whatsoever. It is specifically confirmed, agreed and declared by the Purchaser that he has agreed to purchase the said premises knowing fully well such rights of the Promoters which shall continue to subsist even after formation of the said society and execution of Leases and/or Conveyances in favour of the said society/federal body and necessary clause containing such rights shall be incorporated in the Leases and/or Conveyances to be executed in favour of the said society/federal body.

35. The Purchaser hereby gives his express consent to the Promoters to raise any loan against the said property and the building/s under construction and to mortgage the same with any bank or banks or any other parties. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at its own expenses before the said flat is handed over to the Purchaser.



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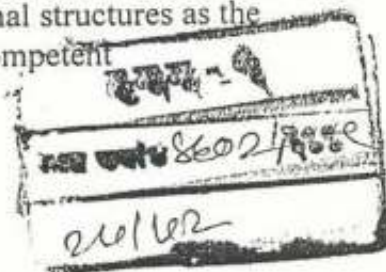
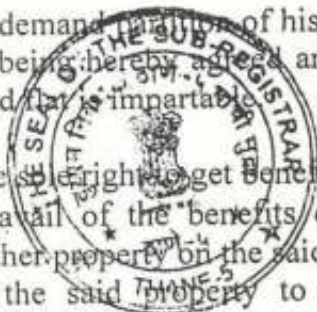


36. The Promoters, their nominees or assigns shall be entitled to reserve enjoy and/or grant or give such right of way and passage form the said property for the purpose of going to and coming from the other property including the plots of land which may be developed by the Promoters or its nominees and assigns at all time of day or night and for all purposes with or without animals, carts, carriages, wagon, motor cars or any vehicle loaded or unloaded into, upon or over the said property at such places thereon as the Promoters may decide and enjoy and/or to give right to lay the service lines including water/drainage pipes, drainage chambers, electric cables etc. into under over or upon the said property at such places as the Promoters may decide to any one or more persons occupants and/or persons claiming through them or him on such terms and conditions as the Promoters may deem fit and the Purchaser and the said society to be formed shall be bound by the same and shall not raise any objection whatsoever. It is specifically confirmed agreed and declared by the Purchaser that he has agreed to purchase the said premises knowing fully well such rights of the Promoters which shall continue to subsist even after formation of the said society and execution of Leases and/or Conveyances in favour of the said society/federal body and necessary clause containing such rights shall be incorporated in the Leases and/or Conveyances to be executed in favour of the said society/federal body.

37. The Purchaser shall have no claim, save and except in respect of the particular premises, common areas and facilities and limits hereby agreed to be acquired i.e. all other areas including terrace and open spaces around the said Building and the balance portion/s of the said property will remain the property of the Promoters until the said property and buildings are transferred to the Society/Federal body as herein provided subject to the rights of the Promoters as contained in this Agreement.

38. The Purchaser shall, at no time, demand partition of his interest in the said Building and/or said property, it being hereby agreed and declared by the Purchaser that his interest in the said flat is impartable.

39. The Promoters shall always have sole right to get benefit of additional FSI for construction and/or also to avail of the benefits of Transfer of Development Rights (TDR) of some other property on the said property or at the option of the Promoters, from the said property to some another property, as any be applicable from time to time from the Corporation and also to make the additions, raise storeys or put up additional structures as the case may be as permitted by the Corporation and other Competent



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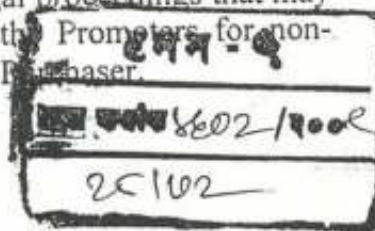
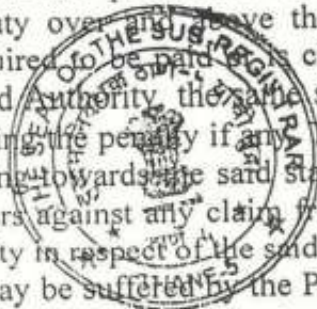


Authorities. Such additional structures and storeys will be the property of the Promoters alone who will be entitled to use the terrace including parapet wall for any purpose including display of advertisements and sign boards and the Purchaser shall not be entitled to raise any objections or claim any abatement in the price of the flat agreed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoters.

40. The Purchaser hereby expressly agrees and covenants with the Promoters that in the event of all floors (or the wings) of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Promoters offering licence to enter upon the said flat to the Purchasers earlier than completion of all the floors and wings on the said property then and in that event the Purchaser has no objection to the Promoters completing the construction of the balance Floor/s (or wings) or building on the said property without any interference or objection by the Purchaser. The Purchaser further confirms that he shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Promoters on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoters shall be entitled to either by themselves or through any nominee to construct and complete the said floor or floors or wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

41. The Promoters shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said flat agreed to be purchased by the Purchaser.

42. The Purchaser is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid, the same shall be claimed by the Superintendent of Stamps or Concerned Authority, the same shall be borne and paid by the Purchaser alone including the penalty if any. The Promoters shall not be liable to contribute anything towards the said stamp duty. The Purchaser shall indemnify the Promoters against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoters for non-payment and/or under payment of stamp duty by the Purchaser.



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43. Nothing contained in this Agreement shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said property or the said building to be constructed thereon or any part thereof. The Purchaser shall have no claim save and except in respect of the said flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Promoters until the said property and the said Building is leased or transferred to the Society/Limited Company as hereinbefore mentioned.

44. The transaction covered by this contract at present is not understood to be a sale and/or rendering of service liable to tax under Sales Tax or Works Contract Law, I.T. Act or any other statute notification or circular of Government (State and/or Central). If, however, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any tax as a sale, service or otherwise in whatever form either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be exclusively payable by the Purchaser/s along with other Purchasers on demand at any time and the Promoters shall not be held liable or responsible.

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

46. The Purchaser hereby agrees that in the event of any amount is payable by way of premium or deposit to the Corporation or to the State Government towards betterment charges or development charges or any other tax or charges or payment of a similar nature becoming payable by the Promoters in respect of the said Building, the same shall be reimbursed by the Purchaser to the Promoters in proportion to the area of the said flat agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser.

47. The price herein is based on the present ruling market price as of materials, labour and services. It is expressly agreed between the parties hereto that in the event of the cost of construction of the said buildings increasing by more than 10% percentage by reason of the escalation in the



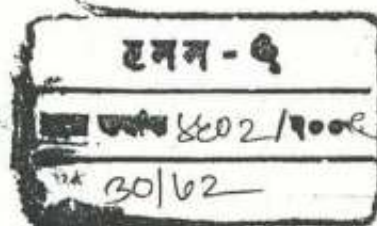
cost of the construction materials wages of labours etc., the Promoters shall be entitled to an increment in the consideration to the extent of the increase in the cost of construction as aforesaid as may be certified by the Architect of the Promoters, such additional consideration shall be payable proportionately by the Purchaser to the Promoters along with unpaid balance consideration.

48. The Purchaser hereby agrees that in the event of any amount is payable by way of premium or deposit to the Corporation or to the State Government towards betterment charges or development charges or any other tax or charges or payment of a similar nature becoming payable by the Promoters in respect of the said Building, the same shall be reimbursed by the Purchaser to the Promoters in proportion to the area of the said flat agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser.

49. All costs, charges, and expenses in connection with the formation of the Society as well as the costs of preparing and engrossing the Lease &/or Conveyance, stamp and registration charges thereof and all other Agreements, Assignment Deeds, Transfer Deeds or any other Documents/s required to be executed by the Promoters as well as the entire professional costs of the Attorneys-at-Law of the Promoters in preparing and approving all such documents shall be borne and paid by the Society or proportionately by all the premises Purchasers in the said Building. The stamp and registration charges and the entire professional costs of Advocate/Solicitor incidental to this Agreement shall be borne and paid by the Purchaser. The Promoters shall not contribute anything towards such expenses. The shares of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand.

50. This Agreement shall always be subject to the provisions of the MOF Act and the rules made thereunder.

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



Shanad Kumar

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THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces and parcels of land bearing Old Survey Nos.135/1/1P, 135/2 and corresponding New Survey Nos.9/1/1(C), 9/1/1(D), 9/1/1(E), 9/1/1(F), 9/1/1(G) admeasuring 14,780 sq. mtrs., situate, lying & being at Village Dhokali (Balkum), Taluka & District Thane in the registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces and parcels of land admeasuring 8000 sq. mtrs. or thereabout out of the property described in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:

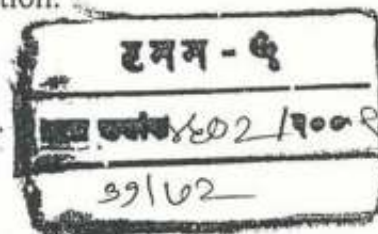
ALL THOSE pieces and parcels of non-agricultural land bearing Old Survey No.135/2 New Survey No.9/2/1 (p) admeasuring 1191 sq. mtrs. and Old Survey No.135/3 New Survey No.9 Hissa No.3 admeasuring 1600 sq.mtrs aggregating to 2791 sq. mtrs. together with a shed admeasuring 1025 sq.mtrs standing thereon situate lying and being at Village Dhokali, Taluka and District Thane, Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of non-agricultural land bearing Old Survey No.135 Hissa No.1/1, New Survey No.9 Hissa No.1 B admeasuring 4,520 sq. mtrs. situate at village Dhokali, Taluka and District Thane together with Shed standing thereon.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land bearing Survey No.9, Hissa No.1/1 (part) admeasuring 2,270 sq. mtrs. situate, lying and being at Village Dhokali, Taluka and District Thane, Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.



Sharad Kumar



## RECEIPT

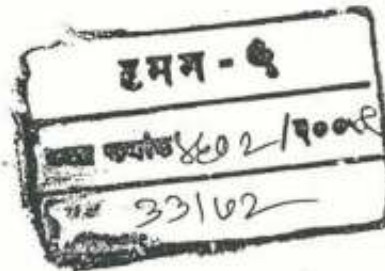
RECEIVED of and from the within named Purchaser, a sum of Rs. 3,30,218 / (Rupees Three lakh thirty thousand two hundred eighteen only) by following cheques being the amount of part payment payable by the Purchaser to us.

Cheque No.	Dated	Drawn On	Amount Rs.
577082	19.4.09	ICICI Bank Ltd.	1,11,111.00
008439	10.5.09	HDFC Bank Ltd.	90,107.00
—	10.5.09	Cash	1,29,000.00

(Subject to realisation of Cheques)

Rs. 3,30,218 /-

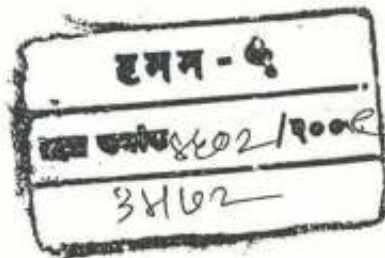
WE SAY RECEIVED  
For M/S. SHREE TIRUPATI GREENFIELD  
DEVELOPERS





### List of Amenities

1. Marbonite flooring in Living, Dinning, Kitchen & Bedrooms.
2. Anodized Aluminum Sliding Windows.
3. P.O.P. Finish with Acrylic distemper paint on internal walls.
4. Vitrified Tiles in Flooring & Dado up to Door Height in Bathroom.
5. Branded I.S.I. Mark C. P. fittings with Concealed Plumbing.
6. Granite Platform with S.S. sink, Glazed Tiles Dado up to 2ft Height above Kitchen Platform.
7. Additional Service Platform.
8. Branded Elevators- 2 in Each Wing.
9. Concealed Electrical Work with Adequate points & Branded I.S.I. Mark Modular Electrical Switches.
10. Decorative Wooden Main Door with Flush Wooden Doors for Bedroom & Marine Doors for Bathrooms.
11. M.S. Grills on Windows.
12. Video Door Phone with Intercom System for Additional Security.



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