

FRANKING DEPOSIT SLIP			
ICICI Bank Customer Copy Deposit By: Vile Parle Date: 14.08.08 Pay to: ICICI Bank Ltd A/C Stamp Duty Franking Value Rs. 1633000/- Service Charges Rs. 10/- Total Rs. 1633010/-		Name of Stamp duty paying party: M. Bhupendra Melaram Agarwal + DM-9 RAJNIGANDHA, NEAR WATER TANK, BHAVNAGAR - I GUJARAT DD / Cheque No. 000133 Drawn on Bank HDFC Bank Ltd Fort Mumbai. (For Bank's Use only) Trans ID Franking Sr. No. 31904 Officer	

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT is made at MUMBAI this 18th day of August in the Christian Year Two Thousand and Eight by and BETWEEN M/s Kamanwala Housing Construction Limited, a Public Limited Company incorporated under the Companies Act, 1956 having its Registered Office at 405/406, New Udyog Mandir No.2, Moghul Lane, Mahim (West), Mumbai - 400 016, hereinafter called "the Developers" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the ONE PART;

AND

MR. BHUPENDRA MELARAM AGARWAL

DM-9, RAJNIGANDHA,
NEAR WATER TANK,
BHAVNAGAR - I, GUJRAT

hereinafter called "The Purchaser" (which expression shall unless repugnant to the context or meaning thereof deem to mean and include in the case of an individual individuals his/her/their heirs, successors, executors, administrators and assigns, in case of a Partnership/Proprietary Firm its Partners or Proprietor for the time being of the said firm and in the case of an Incorporated Body its successors and permitted assigns) of the OTHER PART;

For ICICI Bank Ltd.
 Authorised Signatory
 Alpina Choudhary

As witnessed by me this 18th day of August 2008
 ICICI BANK LTD.
 RUMMAL RESIDENCY
 D.K. SANDHU MARG,
 CHENBUR (E), MUMBAI-400 071.
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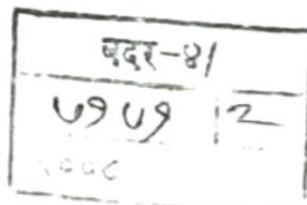


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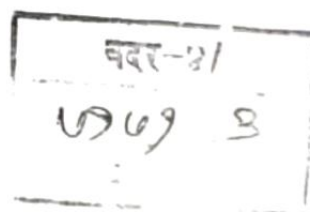
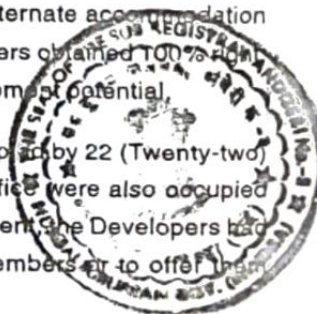
WHEREAS:

- (a) As per the Property Register Card, CTS No. G/264 plot admeasuring 470 Square Yards or thereabouts is standing in the name of RISHI TAGORE CO-OPERATIVE HOUSING SOCIETY LIMITED ("the said Society"). Likewise, CTS No. G/265 admeasuring 1156 Square Yards or thereabouts is also standing in the name of the said Society as per the relating Property Register Card.
- (b) By a Stamped and Registered Indenture of Sale dated 31st August 1964, the entire property bearing Plot Nos. 71 and 72 and Plot No. 78B then comprising 1641 Square Yards or thereabouts was conveyed to the name of the said Society and the said Indenture of Sale was duly registered with the Sub-Registrar of Assurances vide Sr. No. 2689 of 1964 dated 24th December 1964.
- (c) Thereafter, a portion of the said property being Plot No. 78 admeasuring 731 Square Yards or thereabouts was sold by the Society to one Mr. C.N. Bhatia by an Indenture of Sale dated 18th September 1964, which as registered with the Sub-Registrar of Assurances at Sr.No. 3453 dated 11th November 1964.
- (d) The said Mr. C.N. Bhatia mortgaged the said Plot admeasuring 731 Square Yards or thereabouts in favour of one Mr. Chotalal Virchand Shah by Indenture of Mortgage dated 13th November 1964, which was duly registered with the Sub-Registrar of Assurances at Sr. No. 2484 dated 13th November 1964.
- (e) The said Mortgagee also had power to sell the mortgaged property admeasuring 731 Square Yards or thereabouts; and in exercise of the said power, the said Mortgagee re-conveyed the said property in favour of the said Society by Indenture of Sale dated 25th August 1973, which was duly registered with the Sub-Registrar of Assurances at Sr. No. 1627 on or about 21st October 1973.
- (f) In the above circumstances, finally, the said Society became the Owner of the total property admeasuring 1641 Square Yards or thereabouts as more particularly set out hereinabove.
- (g) The property comprised two buildings. One building had 16 (Sixteen) flats and the other building had 6 (Six) flats. Therefore, the said 22 (Twenty-two) flats were occupied by the 22 (Twenty-two) members. Besides, there was a Garage and a Society's Office. The building was in dilapidated condition and the members of the said Society unanimously resolved to demolish the building and handover redevelopment thereof to M/s. Victoria Enterprises Limited. Thereafter, the said M/s. Victoria Enterprises Limited nominated the Developers, which was also accepted by the members of the said Society unanimously.
- (h) In the above circumstances, by a Development Agreement dated 20th August 2007, the said Society with the consent and confirmation of M/s. Victoria



Enterprises Limited granted right of redevelopment of the property in favour of the Developers. The said Development Agreement has been duly registered with the Sub-Registrar of Assurances at Sr. No. 6193 dated 21st August 2007. The said Agreement inter alia gives all rights and entitlement to the Developers, subject to the condition that the Developer shall be liable to provide alternate accommodation to all existing members of the said Society in the new building. However, the Developers are also empowered to negotiate with the said existing members and give them cash compensation in lieu of allotment of flats in the new building.

- (i) Likewise, Paragraph 16(a) of the said Agreement also empowers the Developers to sell, mortgage, dispose of and allot all areas in the redeveloped building remaining in the hands of the Developers after allotment of alternate accommodation to the existing members.
- (j) M/s. Victoria Enterprises Limited had incurred some cost pursuant to its understanding with the said Society. The said Victoria also loaded transferable development rights (TDRs) on the said plot at its cost and obtained approval of building plans. Accordingly, as agreed, the Developers have reimbursed a sum of Rs. 668.14 lakhs to the said M/s. Victoria Enterprises Limited, being the lump sum amount payable to M/s. Victoria Enterprises Limited as and by way of reimbursement of its expenses.
- (k) Simultaneously, an Irrevocable Power of Attorney was executed by the said Society in favour of the Developers to facilitate implementation of the project. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Sr.No. 8194 dated 22nd August 2007.
- (l) Therefore, save and except the obligation to provide alternate accommodation to the existing members in the new building, the Developers obtained 100% right, interest and title over the property and its entire development potential.
- (m) As stated above, there were 22 (Twenty-two) flats occupied by 22 (Twenty-two) members. Besides, one Garage and the Society's Office were also occupied by the tenant/trespassers. As per Development Agreement, the Developers had to provide alternate accommodation to the existing members or to offer them cash compensation in lieu thereof.
- (n) The right of the then existing members (to obtain alternate accommodation) and the occupancy rights of the said tenant/trespassers, were settled by M/s. Victoria Enterprises Limited by payment of cash compensation aggregating Rs. 23,31,86,000/-, so that the said M/s. Victoria Enterprises Limited became entitled for 100% exploitation of the entire property and for selling the tenements generated therefrom.



- (o) The Developers obtained transfer of membership rights and ownership of the respective flats from the erstwhile members and reimbursed to M/s. Victoria Enterprises Limited the aggregate sum of Rs. 23,31,86,000/- incurred by the said M/s Victoria Enterprises Limited. However, the Developers have acquired the said flats in the names of various nominees and continued the existence of the Society, who have declared that they are nominees of the Developers and that the Developers alone are entitled for the entire proceeds of sale of the said tenements, etc.
- (p) Against the above background, the Developers have acquired not only development rights of the property, but also unfettered right and title to sell, mortgage and deal with 100% structures, which will result from the redevelopment of the property.
- (q) The size of the said plots was originally 1641 sq.yards or thereabouts as per the purchase documents of the Society. However, as per the Property Register Card, the area of CTS No. 264 is 470 sq.yards and CTS No. 265 is 1156 sq.yards aggregating 1626 sq.yards or thereabouts (equivalent to 1359.6 sq.metres or thereabouts; and 1332.6 sq.metres as per TPS-II). The figures given in the TPS-II as above are considered relevant for the purpose of computation of the development rights.
- (r) Building plans showing utilization of inherent FSI as well as 100% TDR potential of the said plot have been approved vide Intimation of Disapproval (IOD) dated 15.7.2006.
- (s) Commencement Certificate dated 14.02.2008 has been obtained from MCGM for construction up to top of the stilt i.e. 2.95 metres above AGL as per plans approved and ammended vide letter dated 04.02.2008 as above.
- (t) The Developers are at liberty to obtain approval for amended plans from the time, as they may deem fit and proper at their absolute discretion as per the Development Control Rules (DCR).
- (u) The Developers have obtained credit facilities from Punjab National Bank, PNB House, Sir P.M. Road, Mumbai - 400 001, inter alia against the security of the said project which has been charged in favour of the said bank by deed of Mortgage dated 26th September, 2007 which has been registered with the Sub-Registrar of Assurances vide Registration No.BDR9-09320 of 2007. As per the terms of the said Deed of Mortgage, the Developers are entitled to sell/book flats in the free sale portion of the said project on the only condition that the Developers shall obtain No Objection Certificate from the said bank for sale of the said flat and that all proceeds/booking money received from the buyers shall be routed through the account of the Developers with the said Bank. The Developers



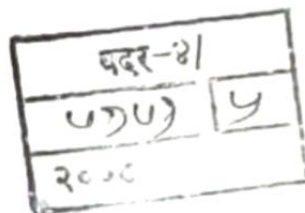
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shall also have to obtain No Objection Certificate from the said Bank before handing over the possession of the flats/tenements to the Buyers thereof.

- (v) The Purchaser has approached the Developers for the allotment of **Flat No. 401** admeasuring altogether usable carpet area of flat **1455 sq.ft.**, Flower Bed area of the said flat **133 sq.ft.**, Floor Parking area **718 Sq.ft.**, on the 4th floor of the Building known as **"SAVOY RESIDENCY"** in 'B' - Wing which is presently under construction and the said plot (First Schedule) together with **one podium car parking area 135 sq.ft.** on podium floor of the said building), and **one open car parking** in ground floor is more fully described in the **Second Schedule** hereunder written, hereafter referred to as **"the said Premises"**.
- (w) The Developers have agreed to sell and the Purchaser has agreed to purchase the said premises at the price and on the terms and conditions hereinafter appearing;
- (x) Prior to execution of these presents, the Purchaser has demanded and the Developers have offered inspection of the following documents to the Purchaser:
- (i) Amenities & Facilities (Exhibit - A)
 - (ii) Title Certificate dated 27.1.2008 issued by Mr Mukesh Jain, Advocate (Exhibit-B).
 - (iii) Intimation of Disapproval (IOD) dated 15.7.2006 in respect of the building (copy enclosed - Exhibit-C).
 - (iv) Commencement Certificate of the building dated 26.10.2007 (copy enclosed - Exhibit-D).
 - (v) Property Register Card of CTS No.G/264 and G/265 (copy enclosed - Exhibit-E).
 - (vi) Typical floor sale plan (Exhibit-F).
 - (vii) Plan of Podium and still parking slot in the compound of the building (Exhibit-G).
 - (viii) Copy of Approved Plan (Exhibit-H).
- (y) Prior to the execution of these presents, the Purchaser has paid to the Developers a sum of **Rs.1,32,60,000/- (Rupees One Crore Thirty Two Lakhs Sixty Thousand Only)** being part payment of the sale price of the said Premises agreed to be sold by the Developers to the Purchaser as advance payment or deposit (the payment and receipt whereof the Developers do hereby admit and acknowledge).



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and the Purchaser has agreed to pay to the Developers the balance of the sale price in the manner hereinafter appearing;

- (z) Under Section 4 of the said Ownership Flats Act the Developers are required to execute an Agreement for Sale of the said Premises to the Purchaser, being in fact these presents and also to register the same with the Sub-Registrar at Mumbai Suburban District.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

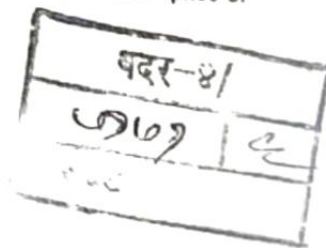
1. The recitals appearing hereinabove shall always be deemed to be an integral part of the operative section of the agreement as if they are physically incorporated herein.
2. The Developers shall construct the said Building to be known as "SAVOY RESIDENCY" (hereinafter referred to as "the said Building") on the plot more particularly set out in the First Schedule hereunder written (hereinafter referred to as "the said plot") in accordance with and in compliance with the terms and conditions mentioned in the said Intimation of Disapproval (IOD) dated 15.7.2006 and Commencement Certificate (CC) dated 26.10.2007 and such other modifications thereof as may be obtained in future by the Developers in their sole discretion.

The said IOD, approved plans and Commencement Certificate are and shall always be kept by the Developers at their Registered Office and certified true copies thereof at the building site, for inspection.

3. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser Flat No. 401 on the 4th floor of the said Building known as "SAVOY RESIDENCY" admeasuring altogether usable carpet area of flat 1455 sq.ft., Flower Bed area of the said flat 133 sq.ft., Floor Parking area of 7 sq.ft. on the 4th floor of the Building known as "SAVOY RESIDENCY" in B Wing which is presently under construction and the said plot (First Schedule) together with one podium car parking area 135 sq.ft. on podium floor of the said Building and one open car parking in ground floor, the basis and details of measurement having been fully understood and accepted by the Purchaser, which is more fully described in the Second Schedule hereunder written and whose location in the Said Building is shown for reference in red shaded colour on the floor plan thereof hereto annexed as Exhibit-F and Exhibit-G (floor plan and parking slot in the compound respectively) (hereafter referred to as "the said Premises") at or for the price of Rs. 3,30,00,000/- including the proportionate price of the common areas and facilities lying within the said Building and the said plot. The nature, extent and description of such common areas and facilities being more fully described in Exhibit-A
4. The Purchaser hereby agrees to pay to the Developers the purchase price of Rs. 3,30,00,000/- (Rupees Three Crore Thirty Lakhs Only)

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in the manner and as per the stages hereunder:

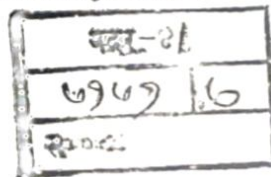
(a)	As initial deposit received	Rs. 1,32,60,000/-
(b)	On execution of agreement	Rs. NIL
(c)	On completion of floor slab	Rs. NIL
(d)	On completion of floor slab	Rs. NIL
(e)	On completion of floor slab	Rs. NIL
(f)	On completion of floor slab	Rs. NIL
(g)	On completion of floor slab	Rs. NIL
(h)	On completion of floor slab	Rs. NIL
(i)	On completion of floor slab	Rs. NIL
(j)	On completion of terrace slab	Rs. NIL
(k)	Against receipt of Possession	Rs. 1,97,40,000/-

Total Rs. 3,30,00,000/-

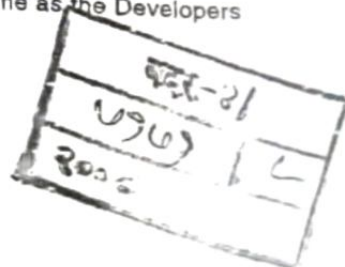
Payments of the installments shall necessarily have to be made on or before 15th day from the date of call letter issued by the Developers to the Purchaser. Time for payment of each of the aforesaid installment shall be of the essence of the contract.

5. The Purchaser has paid to the Developers a sum of **Rs. 1,32,60,000/-** (Rupees One Crore Thirty Two Lakhs Sixty Thousand Only) as advance payment to be adjusted towards the total purchase price and further agrees to pay the balance amount of the purchase price being **Rs. 1,97,40,000/-** (Rupees One Crore Ninety Seven Lakhs Forty Thousand only) as aforesaid.

The Purchaser further agrees to pay to the Developers all other charges, Expenses and deposits, details of which are provided hereafter, such payment not being included or being part of the purchase price herebefore stated.

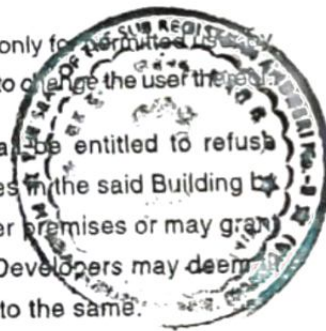


6. The Developers hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions which have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter which may be imposed and shall, before handing over possession of the said Premises to the Purchaser obtain from the concerned local authority Occupation and/or Completion Certificate in respect of the said Premises.
7. The Purchaser hereby agree, confirm and declare as follows:-
- (a) That the Developers shall be entitled to amend, modify and/or vary the internal layout of the said building and also specifications thereof, without substantially or materially modifying or altering the said Premises agreed to be purchased by the Purchaser.
 - (b) The Developers shall be entitled to all the F.S.I. or T.D.R. as may be available in respect of the said Property at present and/or in future and shall always be so entitled to the same. For the purpose of consuming such balance and/or additional F.S.I. or T.D.R., the Developers shall be entitled to enter upon the said building and/or the said Property to construct any vertical or horizontal extension thereof and/or put up additional floors as the Developers may think fit and proper and to do all such things as may be necessary for this purpose and the Purchaser agrees and undertakes to render all assistance and co-operation to the Developers to consume the said F.S.I. in such manner as it may deem fit.
 - (c) The Developers shall be entitled after consuming such balance and/or additional F.S.I. by constructing premises and to sell the same as the Developers may think fit and proper to such person or persons and for such consideration as the Developers may in their absolute discretion deem fit and proper and the Purchaser hereby expressly agrees and undertakes to make such purchasers of premises the members of the Co-operative Society without in any way charging transfer fees or donation or any other charges for admitting such Purchasers as members of the Society.
 - (d) The Developers shall be entitled to consume such balance and/or additional F.S.I or T.D.R. now available or which may hereafter become available.
 - (e) In the event that any additional F.S.I. or F.A.R. or transferable development rights or floating F.S.I. or similar right (whatever be its nomenclature) shall become available in respect of the said Property at any time in the future the same shall continue to belong absolutely to the Developers who shall be entitled to take advantage of such F.S.I. or F.A.R. or transferable development rights and to use or apply or consume the same on the said Property or any other property or dispose of the same as the Developers



may deem fit. The Purchaser as a member of the proposed Co-operative Society covenants not to raise any claim, demand, objection or hindrance thereto and undertake not to prevent the Developers from doing so or shall not obtain an injunction against the Developers or other party in whose favour such rights are transferred by the Developers.

- (f) The Developers shall be entitled at any time prior or subsequent to the formation/activation of a Co-operative Society as the case may be, to sell and/or dispose of unsold units and parking spaces, open terraces including the terrace(s) on the top of the building provided that right of access to the overhead water tank, for fixing dish antenna and other similar fittings shall always be available to all of the Purchasers of flats in the building in the said Building to such person(s) and for such consideration as the Developers may in their absolute discretion deem fit and proper and the Purchaser expressly agrees and undertakes to make such Purchaser of units and parking spaces full members of the Co-operative Society, and until such time as the Developers dispose of all the premises in the said building which are being constructed and/or will be constructed then such purchaser of units shall be admitted as full members thereof in respect thereof without demanding transfer fees or donation or other charges of any nature whatsoever.
- (g) Irrespective of the possession of the said premises being given to the Purchaser and/or the management being entrusted to ad-hoc committee of the purchasers of the premises in the said building, the rights under this agreement reserved unto or in favour of the Developers of exploiting the commercial potential of the said property, shall be subsisting and shall continue to vest with the Developers.
- (h) The Purchaser shall make use of the said premises only for the purpose permitted by the MCGM or any other authorities and undertake not to change the user thereof.
- (i) The Developers in their absolute discretion shall be entitled to refuse permission for change of user of the said Premises in the said Building by the Purchaser or the other Purchasers of the other premises or may grant the said permission upon such condition as the Developers may deem fit and the Purchaser shall not be entitled to object to the same.
- (j) That the Developers have before the execution hereof given inspection to the Purchaser of the originals of the property card, original Title Certificate of the Advocates and other relevant records showing the nature of the Title of the Developers to the said property. The Purchaser has accepted the said Certificate of Title issued by the Advocates of The Developers a copy whereof is hereto annexed and the Purchaser shall not raise any requisition or objection



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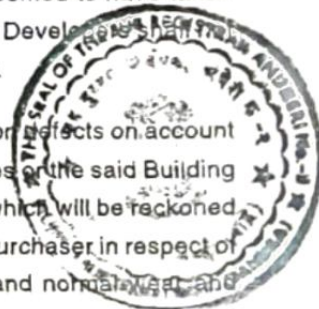
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whether the stipulations specified in Section 8 of the said Ownership Flats Act have been satisfied or not will be referred to the Competent Authority who will act as the statutory Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser, the same shall, subject to prior encumbrances if any, be a charge on the said unit Provided that the Developers shall be entitled to get reasonable extension of time for giving possession of the said Premises by the aforesaid date, if the completion of the Building in which the said Premises is to be situated is delayed on account of:-

- (a) Non-availability of steel, cement, other building material, water or electric supply:
- (b) War, strike, riots, civil commotion or Act of God or any reason beyond the control of the Developers.
- (c) Any notice, order, rule, notification of the government and/or other public or competent authority restraining/disabling the Developers from continuing the project work.

14. The Purchaser shall take possession of the said Premises within the period of fifteen days of the Developers giving written notice to the Purchaser intimating that the said Premises are ready for use and occupation. In case the Purchaser is unable to take possession within the period of time stipulated for compelling reasons (viz. being out of the country) and is also unable to depute any person authorized on his behalf to take possession from the Developers, then on a written request being received from the Purchaser, the Developers may allow another fifteen days' time for the same. However, upon thirty days having lapsed from the date on which the Developer notified the Purchaser in writing to take possession of the said Premises, the Purchaser will be deemed to have taken possession of the said Premises in good condition and the Developer shall be held liable on that count for any claim of the Purchaser.

15. The Developers hereby undertake to rectify any construction defects on account of materials or workmanship appearing in the said Premises or the said Building up to a period of three years from the date of completion, which will be reckoned from the date the notification of completion is sent to the Purchaser in respect of the Premises. Breakages of glass, fittings and fixtures and normal wear and tear after handing over possession of the said Premises are specifically excluded from the scope of defects and the Developers are not liable for the same. Furthermore, the Developers are not responsible for any performance guarantees in respect of manufactured items beyond the warranties of such products provided by the respective manufacturers; and the Developers are not liable for any claim or consequent liability in respect of such products which will



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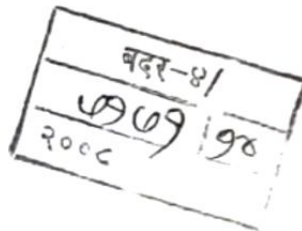
include but shall not be restricted to sanitary and CP fittings, electrical appliances, electrical fittings and hardware fittings.

16. The Developers will rectify/repair any defects within thirty days from the date they are brought to the notice of the Developers and after examination of the reported complaint by the Engineer/Architect/Technical personnel as to its nature and extent. However, in the event that a defect is found by the Purchaser/Developers and such defect is not rectified within a period of 30 days thereafter, or if the defect is not curable/repairable, in that event, the Purchaser will be entitled to reasonable compensation, the amount of which will be ascertained by the Developers in consultation with their Architect. The waterproofing of roof terrace and sunken slabs in kitchen and toilets will be covered by the guarantee furnished by the specialist agency undertaking the treatment who will be responsible to cure any defects for a period of five years from the date of completion of the building.
17. The Purchaser shall use the said premises only for residential purposes and shall use the covered/ open car parking space only for the purpose of keeping or parking the Purchaser's own vehicle.
18. The Purchaser along with other Purchasers of the Premises in the said Building "Savoy Residency" shall join the Society known by the name "Rishi Tagore" or such other name as may be decided by the Developers at any time in future, and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member thereof, including the bye-laws of the Society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Purchaser. No Objection shall be taken by the Purchaser if any changes or modifications are made in the bye-laws of the society if necessary as per the professional advice received by the Developers for this.
19. After completion of the said Building in which the said Premises are situated and after the Developers have received purchase price of all the premises in the said Building and all other amounts payable by the Purchasers thereof under their respective agreements, the Developers shall transfer and/or cause to be transferred to the said Society all the right, title and the interest of the Developers for management and control of the building.
20. Commencing a week after notice in writing is given by the Developers to the Purchaser that the said Premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) of outgoings in respect of the said Property namely lease rent, local taxes, betterment charges or such other levies by the concerned local authorities and/or water charges, insurance, common lights,

repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property. Until such time as the Society or Incorporated Body is formed and control and management of the said Building is handed over to the said Society or the Incorporated Body is formed and the said property is transferred to the said body, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser shall pay to the Developers monthly contribution of Rs.21,450/- per month from the seventh day of receiving Occupation Certificate towards the outgoings and the Developers shall be entitled to use the same for the purpose of payment of the said outgoings. The aforesaid payment will be due and payable by the Purchaser even from the date of the possession of the premises earlier to the occupation date the Purchaser opts to take possession to start the furnishing/interior work prior to receiving Occupation Certificate and such payments will be independent of deposit amounts referred to in the various clauses of this Agreement. The Purchaser also agrees to pay separately an amount equivalent to 6 months outgoings as deposit with the Developers. The deposit amounts paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until an Assignment/ Indenture of Lease is executed in favour of the Society as aforesaid. The deposits (less the amounts thereof used for the payment of the outgoings as aforesaid) shall be paid over by the Developers to the Society or the incorporated body on formation thereof. The Purchaser undertakes to pay such provisional Monthly Contribution and such proportionate share of outgoings regularly on the 5th day of each month in advance and shall not withhold the same for any reason whatsoever. The Purchaser shall before delivery of possession of the said Premises, keep deposited with the Developers the following amounts: -

- | | | |
|-------|---------------|--|
| (i) | Rs.25,000/- | For Legal charges (Non Refundable) |
| (ii) | Rs. 351/- | For Share money, Entrance Fees |
| (iii) | Rs. 5,000/- | For Society Formation |
| (iv) | Rs.25,000/- | For Electric Water Meter, Cable & Transformer charges. |
| (v) | Rs.1,28,700/- | Deposit towards 6 months' maintenance charges/Municipal Taxes/other outgoings. |
| (vi) | Rs.6,50,000/- | Corpus Fund for Benefit of Flatholders In the Building. |

Rs.8,34,251/- TOTAL



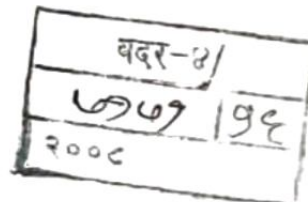
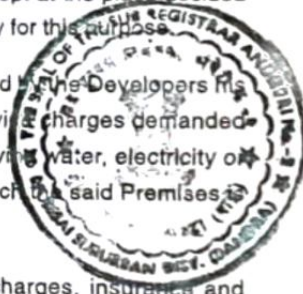
In case there shall be deficit in this regard to the expenses on any of the heads mentioned hereinabove, the Purchaser shall forthwith on demand pay to the Developers his proportionate share to make up such deficit.

21. The Purchaser shall pay to the Developers on demand the Purchaser's share of stamp duty, registration charges and any levy of taxes by the State or Central Government payable. If any charges by the said Society in respect of the said Building with its appurtenants and if the said prorata share exceeding the amount which may be deposited by the Purchaser with the Developers as above.
22. The Purchaser for himself/themselves and with intention to bind persons into whose hands the said Premises may come doth hereby covenant with the Developers as follows:
 - (a) To maintain the said Premises at the Purchaser's own cost in good tenable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated or the staircase or any passage 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 Premises or in or to the Building in which the said Premises is situated or any part thereof.
 - (aa) The purchaser shall not object for the development of the adjoining plots for the reason of deficiency in open space.
 - (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Premises is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircase, common passages or any other structure of the Building in which the said Premises is situated, including entrance of the Building in which the said Premises is situated and in case any damage is caused to the Building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
 - (c) To carry at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated or the Premises which may be against the rules and regulations

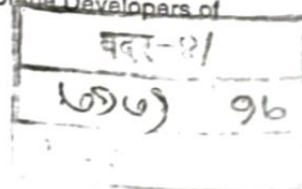
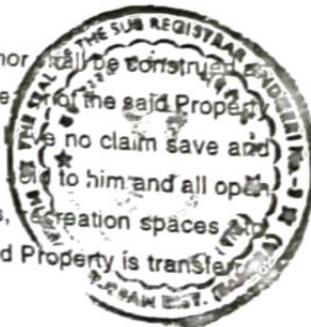
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and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the portion, sewers, drainpipes in the said Premises and appurtenances thereto in good tenable repairs and conditions and in particular so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C., Parda or other structural members in the said Premises without the prior written permission of the Developers and/or the Society.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the said Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property.
- (g) Not to use the common passage and the common staircase areas either for the storage or for use by his servants at any time.
- (h) Not to put up the Purchaser's display board, sign board or name plate in any part or portions of the said Building or structure except at the place decided and nominated by the Developers and/or the Society for this purpose.
- (i) Pay to the Developers within seven days of demand by the Developers his share of security, deposit and other incidental/service charges demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the said Premises is situated.
- (j) To bear and pay increase in local taxes, water charges, insurance and such other levy, 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 Premises by the Purchaser.



- (k) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission/No objection (NOC) in writing from the Developers to that effect. Provided that the said permission/ NOC shall not be unreasonably withheld.
- (l) 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 Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (m) Till the Assignment/Indenture of Lease of the said Property is executed in favour of the Society/incorporated body, the Purchaser shall permit the Developers and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said property and Building or any part thereof to view and examine the state and condition thereof.
23. The Developers shall maintain a separate account of sums received by the Developers from the Purchaser as advance or deposit, sums received on account of the share capital for the society or towards the outgoings, legal charges and other similar deposits shall utilize the amounts only for the purpose for which they have been received.
24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises 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 Developers until the said Property is transferred to the Society as hereinabove mentioned.
25. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of



any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.

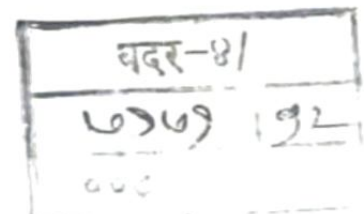
26. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, by Registered Post A.D./Under Certificate of Posting at his/her address specified below:-

MR. BHUPENDRA MELARAM AGARWAL

DM-9, RAJNIGANDHA,
NEAR WATER TANK,
BHAVNAGAR-1, GUJRAT

27. The Purchaser shall present this Agreement at the proper registration office within one month from the date of execution thereof and submit a copy of the payment of registration fees to the Developers immediately upon registration and the Developers thereafter will attend such office and admit execution thereof.
28. All out of pocket costs, charges and expenses including the stamp duty and registration charges of this Agreement and of and incidental to this Agreement shall be borne and paid by the Purchaser.
29. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act and the Rules made thereunder.

[Handwritten signature]



THE FIRST SCHEDULE FIRST MENTIONED HEREINABOVE
(Plot of Land)

ALL THAT piece or parcel of land situate with structures thereon or to be erected thereon situate lying and being at Danda in the Registration Sub-District of Bandra and District Bombay Suburban being Plots bearing No. 72A (Final Plot No. 43), and 78B, TPS IV and II bearing CTS No. G-265 and G-264 of Danda, Village Bandra, Municipal 'H' Ward No.3198, situate at Tagore Road and St. Andrews Road, Santacruz (West), Mumbai - 400 054 plot land admeasuring to 1332.55 Sq.Mts./1641 Sq.Yards or thereabout of M/s. Rishi Tagore Co-operative Housing Society Limited, Registered under Mah. Co-op. Soc. Act, Registration No. BOM/HSG/815 of 1964 and having its office at Rishi Tagore, Tagore Road, Santacruz (West), Mumbai - 400 054 and bounded as follows, that is to say

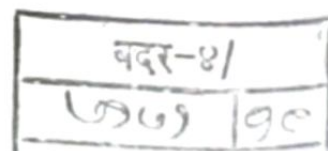
On or towards the East by said Andrews Road
On or towards the West by Tagore Road
On or towards the North by the Property of Motilal Bawalal
On or towards the South by Plot No. 78C of the TPS Scheme No II.

Provided that as per the PR Card, the area of the plot comes to 1626 Sq.yards and 1332.55 sq.metres as per TPS-II.

THE SECOND SCHEDULE FIRST MENTIONED HEREINABOVE

Flat No. 401 on the 4th floor of the said Building known as "SAVOY RESIDENCY" admeasuring altogether usable carpet area of flat 1455 sq.ft., Flower Bed area of the said flat 133 sq.ft., Floor Parking area 718 Sq.ft., on the 1st floor as per the floor plan annexed hereto (Exhibit-F) of the Building known as "SAVOY RESIDENCY" in "B" - Wing which is presently under construction and the said plot (First Schedule) together with one podium car parking area 135 sq.ft. on podium floor of the said building) and one open car parking on ground floor as per the floor plan annexed hereto (Exhibit-G) collectively, which will comprise still + 12 upper floors and shall be fitted with elevators.

[Handwritten signatures]



IN WITNESS WHEREOF the parties hereto have caused this Agreement in duplicate executed the day and year first hereinabove written.

SIGNED AND DELIVERED

by the withinnamed Developers

M/s Kamanwala Housing Construction Limited]

by the hand of

Shri MURARI LAL GUPTA

its Director in the presence of

Mr. Jenarwan Janswana

] For Kamanwala Housing Construction Ltd.

Director

SIGNED AND DELIVERED

by the withinnamed PURCHASER

Mr. Bhupendra Melaram Agarwal

in the Presence of Mr. Deepak L. Wagh

Agarwal

RECEIVED on or before the

execution of these presents from the

withinnamed Purchaser the sum of

Rs. 1,32,60,000/-

(Rupees One Crore Thirty Two Lakhs

Sixty Thousand Only)

being the amount of advance

payment paid by the Purchaser to us

pursuant to these presents.

Chq No. 060508 dt. 06/01/2008 Drawn on HDFC Bank Ltd. Rs. 50,00,000/-

Chq No. 060525 dt. 07/01/2008 Drawn on HDFC Bank Ltd. Rs. 50,00,000/-

Chq No. 065693 dt. 14/01/2008 Drawn on HDFC Bank Ltd. Rs. 32,60,000/-

Bharmagar for.

TOTAL Rs. 1,32,60,000/-

Witnesses:

1.

Jenarwan

2.

Agarwal

We Say Received

For Kamanwala Housing Construction Ltd.

Director

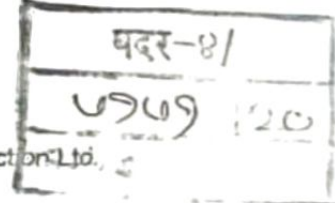


EXHIBIT 'A'

AMENITIES & FACILITIES

- Imported marble flooring in entire flat.
- Modular kitchen with the granite-top & SS-sink.
- Anodised aluminum sliding windows.
- Servant toilet on every floor.
- Concealed electrical wiring with copper conductors.
- Designer bathrooms with superior quality sanitary fixtures.
- Provision for split A/C in all rooms.
- Concealed plumbing and hot/cold water arrangement.
- Enhanced structural safety against earthquakes.
- Impressive entrance lobby.
- Modern security systems & CCTVs
- Fire fighting system.
- Spacious, well designed lift lobbies.
- High speed elevators

