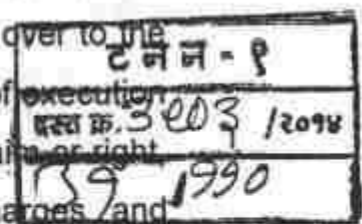


floors. It is agreed between the parties herein. After 18 months from the date hereof that the developers has sole discretion to choose to complete the two buildings upto 14th Floor or extend the time over and above one and a half years already granted to the Owner by the Developer for the Owner to avail necessary approval of 8 additional floors with regard to the two buildings. In the event the Owner is able to avail the permission to raise additional 8 floors over and above fourteen floors within a period of one year six months from the date hereof the Owner is not liable to pay any cost as mentioned herein towards strengthening of the Plinth to the Developer.

37. The Owner has represented that they are the absolute Owner of the said Property and that they have marketable title and free from encumbrances to the said Property. The Owner have also represented that apart from them no other person or persons have any share, right, title, interest or claim of whatsoever nature in the said Property and that the same is and free from all encumbrances. The Owner have obtained from their Advocate M/s. Harish Joshi & Co. Title Certificate certifying that title of the Owner in respect in of the said Property is clear and marketable and free from all encumbrances and the Developer shall be entitled to annex the same with the Agreement for sale of flats with the prospective flat purchasers of the said two buildings to be executed under Maharashtra Ownership Flats Act. The Owner will hand over to the Developer a copy of the said Title Certificate at the time of execution of this Agreement. However, any person raised any claim or right the Owner shall clear the same at their costs, charges and expenses.



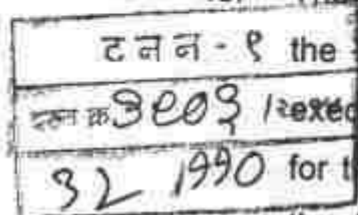
38. The Owner declare that they have not executed any agreement for created any third party rights including transfer of the said Property in favour of anybody prior to the date of execution of this Agreement nor have received any earnest money or any price against the said Property.

Sandesh. L. Vardhan

m.b.s.

39. Simultaneously with the execution of these presents the Owner shall execute limited irrevocable Power of Attorney in favour of the Developer limited to the extent of the two stilt plus podium plus fourteen storey building to be constructed on the said property described in the Schedule II and in accordance with layout plan "B" and building sanction plan "C" hereto interalia thereby (i) authorizing the Developer to approach and deal with TMC and other Statutory Authorities including Ministry of Environment & Forest, if required for availing necessary further permissions for carrying out development of the said Property, (ii) To sign applications, papers writings, letters, undertakings etc., as may be required and to carry on correspondence with the authorities including Government of Maharashtra in all its departments, TMC and other concerned authorities in connection with development of the said Property in regard to the sanctioned stilt plus, podium and fourteen storeyes building and for obtaining any further no objection certificate, permission, approval, occupation and/or completion certificate in respect of the development on the said Property, (iv) To appeal and represent the Owner before all the concerned authorities and parties as may be necessary in connection with the development of the said Property. The Owner hereby agree that the issuance of such Power of Attorney in favour of the Developer would by no means be construed as a waiver by the Owners of all their obligations under these presents. The Developer against the said Power of Attorney shall execute a Deed of Indemnity, indemnifying the owner against all acts of omission or commission carried out by the Developer in pursuance of the said Power of Attorney.

40. The Owner will at the earliest instant available and at the request of the Developer sign and execute and/or caused to be signed and executed all applications, plans, letters, declarations, writings, etc. for the purposes of obtaining permissions of the Local authority for the development of the said Property as required.



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AT M.B.S. *[Signature]*

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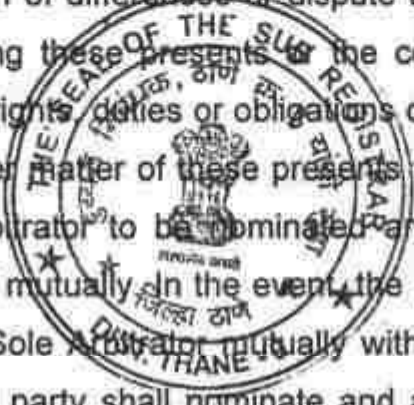
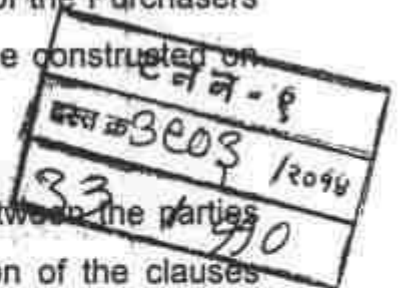
Sandeshi. L. Vardhan

41. The Conveyance and all other necessary documents to complete the title of the Larger Property agreed to be given to the said Federation of Societies shall be prepared by the Owner or their Advocates and of the said society as well as Developer appointed in respect of other buildings in the layout and of the Societies formed in respect of such other building as and when formed.

42. Upon execution of these presents Developer shall have the following authorities which shall be exercised by them at their own costs and responsibilities.

- a) To put up and/or erect sign boards upon the said Property described in Schedule II as it may be deemed fit by the Developer announcing the sale of flats, tenements and premises on Ownership basis, or any other basis.
- b) To sell the flats in the two buildings of stilt plus podium and fourteen floor proposed to be constructed on the said Property to enter into Agreement under MOFA and to receive and appropriate the sale proceeds thereof and simultaneously to place such flat purchasers and Owner/Flat Purchasers of Owner in possession of flats.
- c) To form one or more co-operative societies of the Purchasers of flats, etc. in the building or buildings to be constructed on the said property.

43. If any question of differences or dispute arises between the parties hereto touching these presents or the construction of the clauses hereof or the rights, duties or obligations of any parties hereunder or as to any other matter of these presents the same shall be referred to a Sole Arbitrator to be nominated and appointed between the parties hereof mutually. In the event the parties herein are not able to appoint a Sole Arbitrator mutually within 30 days of Notice then the aggrieved party shall nominate and appoint one Arbitrator and the other Party shall nominate and appoint another Arbitrator. The



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Arbitrators so appointed by both the parties shall mutually appoint a third Arbitrator. In the event the Party despite being called upon by the aggrieved Party to appoint an Arbitrator fails to nominate and appoint an Arbitrator within 15 days the aggrieved Party is free and entitled to approach the Competent Court for appointing such suitable Arbitrator. The Arbitrator/s acting under these presents shall have all the powers conferred by the Arbitration and Conciliation Act, 1996 as amended upto date, or any statutory modification thereof for the time being in force. Place of arbitration shall be Mumbai only. The Courts in Mumbai shall have exclusive jurisdiction to try and entertain the dispute and differences between the Parties hereto.

THE SCHEDULE I - THE LARGER PROPERTY
ABOVE REFERRED TO:

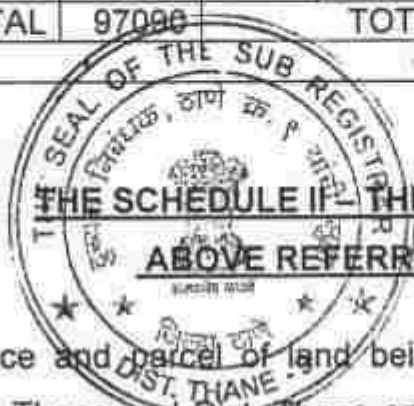
ALL THAT piece and parcel of land being lying and situate at _____ village Sagarli, Taluka Thane, Dist. Thane, and bounded as follows:

LAND SCHEDULE					
SCHEDULE OF LAND AREA AS PER 7/12 EXT.					TABLE NO.1
Sr. No.	H.NO.	AREA IN Sq. Mtrs.	S.NO	H.No.	AREA IN Sq.Mtrs.
		1780	29	-	2300
		1780	30	1	1110
		1780	30	2	1950
		1780	31	1	730
		1780	31	2A	1220
		1780	31	2B	200
		1780	32	-	2600
		1780	33	1	330
		1780	33	2	1640
		1780	33	3	300
		1780	33	4	1690
		1780	33	5	3310
		1780	33	6	630
		1780	33	7A	1300
		1780	33	7B	100
		1780	33	7C	2290
		1780	33	7D	450

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14	2	200	33	7E	910
14	3	200	34	1	1650
14	4	450	34	2	1640
14	5	510	37	1	1090
14	6	510	37	2	1840
14	7	810	38	1A	3000
14	8	220	38	1C	1100
14	9	200	38	2	1700
15	-	1570	39	1	1700
16	1	6600	39	2A	330
17	1	1920	39	2B	900
17	2	2760	39	2C	510
18	-	2120	39	2D	960
19	1	860	39	2E	100
19	2	2280	39	3	960
19	3A	1040	40	1	800
19	3B+6B	1570	40	2	900
19	4	1670	41	1	2070
19	6A	300	41	2	3990
19	7B	4700	41	3	1040
22	1A	570	41	4	660
22	2	1420	42	1	1250
23	1	180	42	2A	2010
24	1	2950	42	2B	760
26	1A	750	42	2D	1980
26	2	4250	42	4	790
26	3	2430	43	1	530
26	4	1670	43	2	1370
26	5	1180	43	3	1180
26	6	560	43	4A	2010
26	7	3110	43	4B	150
28	1A	1950	43	4C	820
28	1B	2940	43	8	2250
28	1C	2730	43	9	760
28	1D	2930	53	1	1270
28	1E	2830	53	2	1110
TOTAL		97096	TOTAL		68240
			GRAND TOTAL		165330



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३५ १९९०

ALL THAT piece and parcel of land being lying and situate at village Sagarli, Taluka Thane and Dist. Thane and portion of the Property being Survey No. 26 Hissa No. 1 (Part), Survey No. 26 Hissa No. 4 (Part), Survey No. 26 Hissa No. 5 (Part), Survey No. 26 Hissa No. 6 (Part) and

AW AT [Signature] m.b.s. [Signature]

Survey No. 53 Hissa No. 1 (Part) in total admeasuring 3891.27 sq. metres or thereabout

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

SIGNED, SEALED AND DELIVERED
by the withinnamed 'OWNER'

) *[Signature]*
)

SHREE KHIDKALESHWAR PROPERTY DEVELOPERS PRIVATE
LIMITED

(ERSTWHILE Messrs. SHREE KHIDKALESHWAR LAND DEVELOPER)

Through its Directors duly authorised by Board Resolution dated 25.04.2014

1. SHRI BHARAT K SHAH

2.



in the presence of

pm. Bgms 1. SHRI RAJESH M BAFNA

2. SHRI SUNIL KACHARE

[Signature]



SIGNED, SEALED AND DELIVERED
by the withinnamed 'DEVELOPER'

M/s VARDHAMAN PROPERTY DEVELOPERS

Through its authorised partners

(1) SMT RUSHAL L. VARDHAN

(2) SHRI MOTI CHANDRA S. VARDHAN

(3) SHRI HEERA CHAND S. VARDHAN (4) SANDESH L. VARDHAN

in the presence of

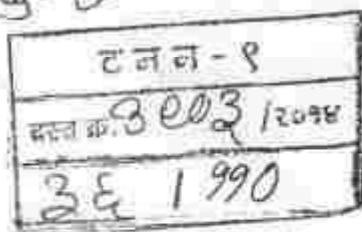
pm. Bgms 1. RAJESH M. BAFNA

2. SUNIL KACHARE

[Signature]



[Signature]



Sandesh L. Vardhan
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SIGNED, SEALED AND DELIVERED
by the withinnamed 'CONFIRMING PARTY'
being partners of erstwhile Messrs. SHREE
KHIDKALESHWAR LAND DEVELOPER

34 1990

(1) Shri Bharat Shah

(2) Shri. Mahaprakash S. Jain

(3) Shri. Aditya M. Jain

(4) Shri Manish S. Bafna

(5) Smt. Manju B. Shah

(6) M/s Siddharth Green Land Private Limited and

(7) Bharat Holding LLP,



For Siddharth Green Land Pvt. Ltd.

Bhantur

Director

For Bharat Holdings LLP

Bhantur

Designated Partner



Acknowledge to have received by the Owner (erstwhile Messrs. Shree Khidkaleshwar Land Developer) from the Developer herein as deposit and now treated as payment made by the Developer to the Owner towards part consideration as within mentioned and payable by Developer to Owner under these presents:-

Sr. No.	Cheque date	Cheque No/RTGS	Drawn on	Amount	Payment made by
1.	4.12.2013	039137	ICICI Bank Ltd A.K. Rd. Br. Andheri (E)	1,00,00,000/-	Smt. Kushal Laxmichandra Vardhan
2.	17.12.2013	039142	ICICI Bank Ltd A.K. Rd. Br. Andheri (E)	3,00,00,000/-	Smt. Kushal Laxmichandra Vardhan
3.	26.12.2013	039144 (RTGS)	ICICI Bank Ltd A.K. Rd. Br. Andheri (E)	3,00,00,000/-	Smt. Kushal Laxmichandra Vardhan
4.	26.12.2013	180450 (RTGS)	ICICI Bank Ltd A.K. Rd. Br. Andheri (E)	1,00,00,000/-	Smt. Kushal Laxmichandra Vardhan
5.	23.01.2014	000008 (RTGS)	ICICI Bank Ltd A.K. Rd. Br. Andheri (E)	2,00,00,000/-	Vardhaman Property Developers
6.	14.02.2014	000010 (RTGS)	Bank of india, SSI Branch, Andheri (E)	1,00,00,000/-	Vardhaman Property Developers
TOTAL				11,00,00,000/-	

Rs.11,00,00,000/-

WE SAY RECEIVED,

**SHREE KHIDKALESHWAR
PROPERTY DEVELOPERS
PRIVATE LIMITED**

[Signature]

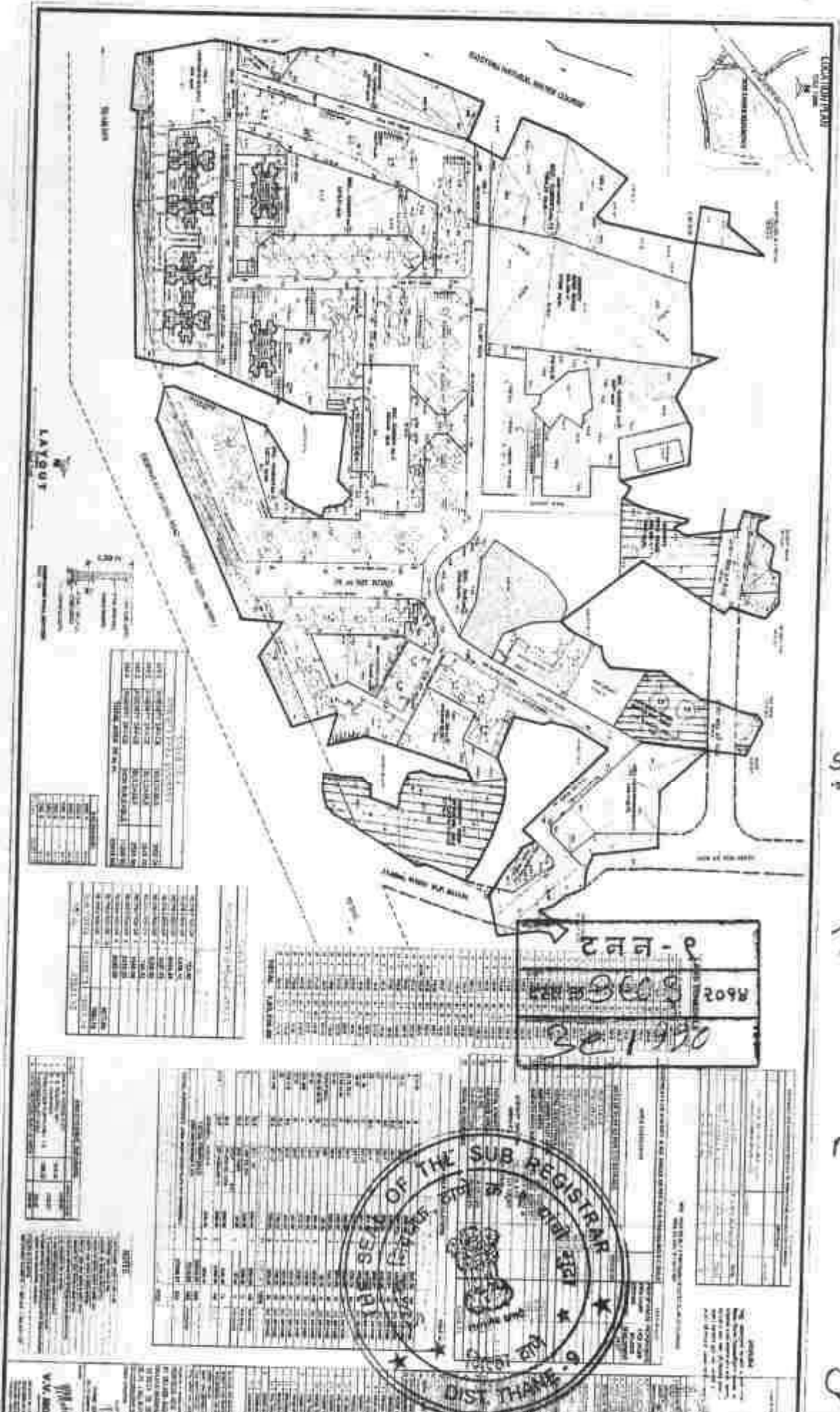
OWNER.



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ANNEXURE A

PLAN LAYOUT OF THE LARGER PROPERTY AS MORE PARTICULARLY DESCRIBED AT SCHEDULE I HEREIN ABOVE



Sandesh
d. vandana

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miss.

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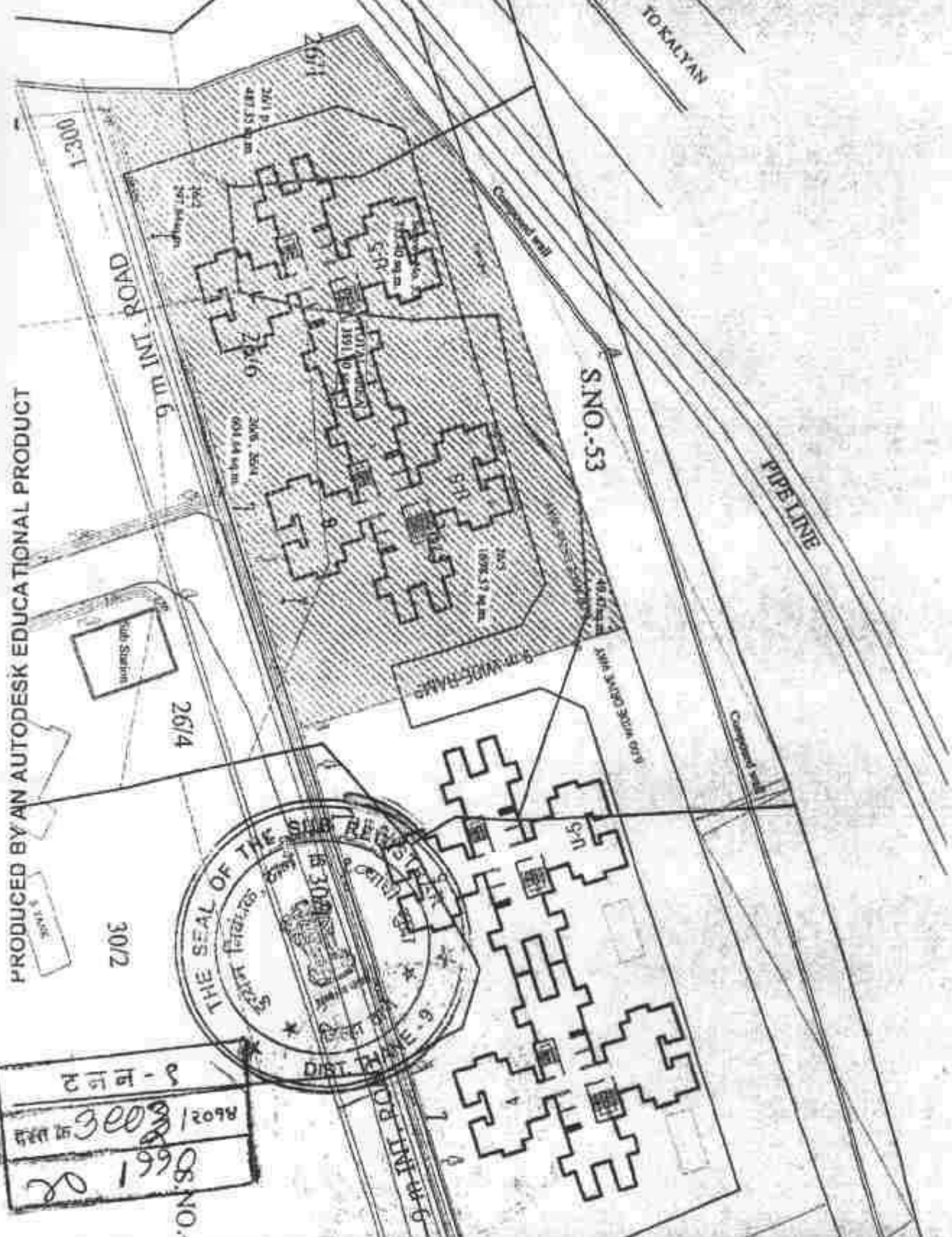
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PLAN LAYOUT OF THE PROPERTY AS MORE PARTICULARLY
DESCRIBED AT SCHEDULED II HEREIN ABOVE

Sandesh D. Vardhan

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