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DEVELOPMENT AGREEMENT

THIS ARTICLE OF DEVELOPMENT AGREEMENT is made at Mumbai this 10th day of September, 2017 BETWEEN the parties ONE: MR. LUCKY DEVELOPERS, a registered partnership firm registered under the Partnership Firm Act having its registered office at 4 Chandrakant Apartments, Shreyas Colony, Army Road, Colaba (S.), Mumbai - 400 003. Through its partners, (1) SHRI NEEL D. SAKANT (2) SHRI CIVYAND THAKER (3) SHRI MANISH D. AMORE (4) SHRI ABDUL WAHID QURESHI (5) SHRI ANIL SAIYAN (6) SHRI RAJAS S. PRAHL (7) SHRI SHAILESH B. AHUJARA (8) SHRI PRASAD K. SHANT (9) SHRI HIMMAT K. WADIA, hereinafter called and referred to as "THE PARTY OF THE FIRST PART" (which expression shall unless it is repugnant to the

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Meaning or context thereof, shall mean and include its partners for the time being of the said firm). AND M/s. SMARTECH ERECTORS & DEVELOPERS, a registered partnership firm, registered under the Partnership firm's Act having its registered office at A, Chandrakant Apartments, Shreyas Colony, Aarey Road, Goregaon (E), Mumbai - 400 063 through its partners, (1) SHRI NILESH D. SAWANI (2) SHRI CHAYANKA THAKUR (3) SHRI. MANISH V. AMBIC & (4) ANIL V. VADH) hereinafter called and referred to as "The CONFIRMING PARTY NO. 1" (Which expression shall, unless it be repugnant to the meaning thereof, shall mean and include its partners for the time being of the said firm); Mr. HAJI SAYED MOHAMMED HUSAINI (1) Mr. SAYED MUSTAFA HUSAINI (2) Mr. SAYED SAFAAR ALI HUSAINI (3) Mr. SAYED JALIL HUSAINI (4) Mr. SAYED MEHMOOD HUSAINI (5) Mr. SAYED HUSAIN HUSAINI (6) Mr. SAYED AMRUDH HUSAINI (7) Mrs. BIBI FATIMA HUSAINI & (8) Mrs. BIBI SIDIQUA HUSAINI, all Indian Inhabitants of Mumbai, carrying on business at "Lucky Restaurant", B, Swami Vivekanand Road, Bandra (W), Mumbai 400 050, hereinafter called and referred to as "The CONFIRMING PARTY NO. 2" (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs and representatives)

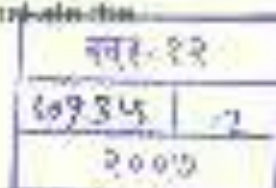
AND

M/s. ATUL BUILDERS, a partnership firm registered under the Partnership firm's Act having its office at 5th Floor, Trade Avenue, Green Road, Off Western Express Highway, Andheri (East) Mumbai-400 081 through its partners, (1) SHRI N.B. DELVADIA, (2) SHRI ATUL N. PATEL, (3) MRS. VANITA N. PATEL, (4) MRS. MONA A. PATEL, hereinafter called and referred to as "THE PARTY OF THE SECOND PART" (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner of the said firm) or THE PARTY OF SECOND PART.

WHEREAS

a) By virtue of Deed of Conveyance dated 23rd November 1945 the late Hajji Sayed Akbar Husaini acquired and having Survey No. 70, House No. 2, corresponding to City Survey Nos. 102, 102/1 to 81 set area and having City Survey Nos. 26, 63rd to 11 of village Palsani Taluka Borivli Taluka of Goregaon (East) herein after referred the said house property and more particularly described in the SCHEDULE - I hereunder written

b) The successors-in-title of the name late Hajji Sayed Akbar Husaini, being well and sufficiently aware and possessed of



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further entered to the said larger property as described
 hereinafter and have dealt with the same in the manner
 intimated hereunder. The original owners have left almost the
 following as the successor in title to: (1) Mr. HAJI SAYED
 MOHAMMED HUSAINI (2) Mr. SAYED MUSTAFA HUSAINI (3)
 Mr. SAYED SAFAAR ALI HUSAINI (4) Mr. SAYED JAUL HUSAINI
 (5) Mr. SAYED MEHDI HUSAINI (6) Mr. SAYED HUSAIN
 HUSAINI (7) Mr. SAYED AMRULLAH HUSAINI (8) Mrs. BIBI
 FATIMA HUSAINI & (9) Mrs. BIBI SODDIA HUSAINI, who
 reside at Chhatrakas of Mumbai, carrying on business at Lucky
 Restaurant, 8, Swami Vivekanand Road, Bandra (W), Mumbai-400
 050, hereinafter called and referred to as "THE ORIGINAL
 OWNERS". The successors of the original owner formed a
 Partnership firm in the name and style of M/S. LUCKY
 DEVELOPERS, and started the business of construction of the
 buildings from their registered office at Lucky Restaurant, 8,
 Swami Vivekanand Road, Bandra (W), Mumbai-400 050.

The Original Owners have entered in the Agreement of
 Deed, with the party of the FIRST PART and a confirming
 party for the total consideration and amount and
 portion awarded herein transferred all the development
 rights, title and interest and in favour of the party of the
 FIRST PART and confirming party along with Ownership rights
 of and and also awarded the irrevocable general Power of
 Attorney and to the said and intend that the party of the FIRST
 PART and confirming party do undertake the development of
 the land along with Ownership.

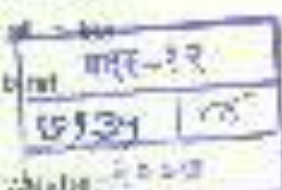
By virtue of an order bearing
 No. SAAMALASAVATIRANWASIKHES dated 5th December
 1992 duly notified and published in Maharashtra Government
 Gazette Part I Mumbai Edition on 21 January 1993 a part of the
 said property has been declared as SLUM under section 2 of
 Maharashtra Slum Area Improvement, Clearance &
 Redevelopment Act, 1971- the SLUM ACT. Thus the said

portion of and become eligible for redevelopment in accordance with the provisions of Chapter 18 of the Urban Act 1971.

- c) The M/S. LUCKY DEVELOPERS party of the FIRST PART herein having made an application to the Slum Rehabilitation Authority (SRA) for redevelopment of the portion declared as 'SLUM', the SRA has vide Letter of intent bearing No.SRA/ENG/35/9/PS/PL/10 dated 1st January 2002 granted sanction on the following amongst other terms

- f) The buildings to be initially constructed in which 14,200 sq. meters area is intended for rehabilitation of 445 persons is.
- g) A vacant area of 4901.72 square meters approx. is reserved for M.R.M. & the party of FIRST PART has to construct M.R.M. of approx 40000 Sq. Ft. and hand over to D.M.C. free of cost suitable open area to be reserved wherever the FIRST PART are required to construct Municipal Market to be constructed and to be handed over to D.M.C. by party of the FIRST PART on a portion measuring 4900.75 sq. meters approx. and this same to be constructed free of cost at M.C.M. or under any other name (pending at the time of development of the said portion of land).

- h) As indicated on the Plan, Annexure-I abutting the western boundary of the said larger property is a 3.15 meter (30 feet) wide existing road whereas abutting the South-west boundary and eastern boundary of the said larger property bearing Survey No.70, Hissa No.2, corresponding to City Survey Nos 102, 1021 to 51 and land bearing City Survey Nos 50, 501 to 11 of village Pahal Taluka, Berhal Taluk at Okhla (Distt.) together measuring about 4999.30sq. meters in there is 27.75 meter wide road and whereas abutting the southern boundary of the larger property is 18.30 meter wide Development Plan road. The part of the said larger property bearing Survey no. Survey No.70, Hissa No.2 corresponding to City Survey Nos 102, 1021 to 51 admeasuring area about



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7500.00 sq. metres to be used for construction of 10 LIT FSI buildings area and hereby he referred the use of LIT material Green Wash Colour on the 2nd Annexure - 1 and more particularly described in the Schedule-4.

- (i) By a Development Agreement executed between the party of the FIRST PART and one Mrs. SAMARTH (INCORPORATED) & DEVELOPERS, a partnership firm on 10th July, 2006 duly registered with the Sub-Registrar of Assurances at Mumbai under serial no. BDRS 5731-2006 dated 10th July 2006. In the said Development Agreement the party of the FIRST PART grant conveyance and transfer of their undivided right title and interest in respect of said buyer property to the Mrs. SAMARTH (INCORPORATED) & DEVELOPERS. In consideration and terms and condition mentioned herein and also joint full consideration to the party of the FIRST PART and the partners of first part and confirming party and same.

In pursuance to the Development Agreement dated 10th July, 2006 the party of the FIRST PART executed Power of Attorney dated 10th July, 2006 duly registered with the Sub Registrar of Assurances at Mumbai under serial no. BDRS 5731-2006 dated 10th July, 2006 in favour of the party of the first part and confirming party.

- (c) By deed of Retirement Cum Admission of New Partners dated 30th June 2005 of FIRM LUCKY DEVELOPERS (1) Mr. HAJI SAYED MOHAMMED HUSAINI (2) Mr. SAYED MUSTAJA HUSAINI (3) Mr. SAYED SAFAR ALI HUSAINI (4) Mr. SAYED LAUL HUSAINI (5) Mr. SAYED WAHID HUSAINI new named confirm partners and (1) Mr. SAYED HUSAIN HUSAINI (2) Mr. SAYED AMRULLAH HUSAINI (3) Mrs. BIBI FATIMA HUSAINI & (4) Mrs. BIBI SIDIQOLA HUSAINI new named the Retiring Partners and, (1) SHRI NITIN D. SAVANT (2) SHRI DNYANG THAKER (3) EHR. MANISH V. AMBRE & (4) SHRI ABUL WAHD OLRESHI partner of Mrs. SAMARTH

ERECTORS & DEVELOPERS join the firm as referred the new partners

- 1) By Deed of Partnership dated 7th Day of July 2008 of M/s LUCKY DEVELOPERS (1) SHIBU NUNU NAKMAN (2) SHIBU DEVYANI HAKI (3) SHIBU MANI V. ANIL K. & (4) SHIBU ANIL V. ANIL KURUSHI partners of M/s. SAMARTH ERECTORS & DEVELOPERS are continuing the partnership as referred the Confirming Partners and (1) M/s. A. H. HASSAN (2) M/s. SAIED MUSTAFI HUSAIN (3) M/s. SAIED SAFAH ALI HUSAIN (4) M/s. SAIED ABU HUSAIN (5) M/s. SAIED MEHDI HUSAIN are joining the firm as referred the new partners.

- 2) In pursuance to the changes in partnership firm M/s. LUCKY DEVELOPERS the party of the FIRST PART and M/s. SAMARTH ERECTORS & DEVELOPERS a partnership firm having common partners.

- 3) The LOI and all approval sanction by the concerned authority in name of M/s. LUCKY DEVELOPERS the party of the FIRST PART herein, therefore M/s. SAMARTH ERECTORS & DEVELOPERS cancelled, surrender and transfer all their development right, title and interest in respect of said large property granted under registered Development Agreement dated 10th July 2000 to M/s. LUCKY DEVELOPERS the party of the FIRST PART herein by a Deed of Cancellation dated 26-11-06. Therefore M/s. SAMARTH ERECTORS & DEVELOPERS joined as the Confirming Party to the Development Agreement.

- 4) In pursuance of the LOI the M/s. Lucky Developers the party of the FIRST PART herein having submitted, the Municipal Municipal Corporation (MRC) has sanctioned a layout in respect of the part of the said large property and the plan has been approved by the MRC and CDA was order to

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SHRUTI BUILDING CONSTRUCTION dated 01 August, 2022, the effect of which is as follows:-

- i. The said larger property is divided in pockets, through which an internal 5.14 meter (33 feet) wide internal road passes, as indicated in brown hatched lines on the plan Annexure - I.
- ii. Two plots have been earmarked for construction of buildings to provide tenements for habitation in First Phase of 34500 sq. ft. as indicated in yellow on the plan, Annexure - I & same is subjected to change as per approval of Govt. is
- iii. On the Eastern side of the Property, bearing Survey No. 70, Hissa No. 2, Corresponding City Survey No. 102 bearing and bearing City Survey No. 65, 66 to 71 of Village Rahad Taluka Barisal situated at Dergaon (East). A portion of the larger property bearing the Plan measuring 7886.58 sq.mts. situated on CTS no. 102 as per the actual demarcation of the said part of the plot, as indicated in Green wash colour on the plan Annexure - I, which will be use for occupying 36000 sq. ft. BMC Built up area for construction of the building for sale in open market therein after referred to as the said PLOT more particularly described in the Schedule-II hereunder written. The Party of the FIRST PART shall obtained approval of 36000 sq.ft. for construction of buildings out of that 32000 sq.ft. constructed area retain by the party of the FIRST PART for his own use. And the party of the First part will not change the cost of BMC Built Up FGI for 32000 sq. ft. and simultaneously the party of the second part will change only the actual construction cost to the party of the first part. The detail in each area in the form of Plot is mentioned herein after
- iv. Demarcated area of the said PLOT more particularly describe in Schedule-II hereunder written measuring 7886.58 square meters or thereabout is carved out, as indicated in Green wash colour on the plan Annexure-I,



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which is used for construction of buildings for sale by using maximum the said PLOT up to 356000 sq. ft. BMC Built up including 32000 sq. ft. for the party of the FIRST PART.

- v. The above said PLOT which consists of 4 rows of about 25 floors as shown in plan in which the east boundary line including one parking space for each floor shall be constructed on the said PLOT which has been extracted by the party of the FIRST PART for construction to consume the said PLOT of 356000 sq. ft. BMC Built up with full C.C. Slabs particularly described in the Schedule-3 here annexed.

- vi. As mentioned above the Internal Road is made only for construction purposes. As for sale purpose for purchasing buyer the Road of at least 9 meter would be available from the existing 6.15 meter D. P. Road shown in plan at Annexure-III within maximum 10 months of time as agreed by the party of the FIRST PART. The availability of 9 meter Road is related to the payment schedule if work is not done then party of the FIRST PART cannot demand any installment. If above Road is clearly available to the party of the SECOND PART, then road for eight meter vehicle will be given within 6 to 7 month at the same.

- vii. Internal Road access is also part of the larger property belongs to party of the FIRST PART. As agreed by the party of the FIRST PART this access is always available for construction purpose is permanent in nature. As shown in plan the entire Internal Road Starting from 6.15 meter existing road from northern side of plot (marked as X) & reaches at 27.5 mt (marked as Y) Goregaon Wound line line, as & when in future when entire development of plot is completed then the above Road will be also permanent access for the residence of their towers which is being constructed by the party of the SECOND PART by using the said PLOT. So all purchaser are allowed to use the Road marked as X to Y Permanently.

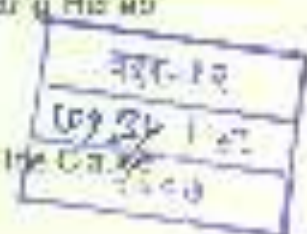
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(ii) Privately, within the said PLOT more particularly described in the Schedule-II hereunder, a foundation around as indicated in Dark Green colour on the plan as Annexured would be developed by the party of SECOND PART as hereunder.

(iii) By virtue of the plans and approvals, which have been got sanctioned by the party of the FIRST PART, it would be permissible to construct on the said PLOT, which more particularly described in the Schedule-II hereunder, building having total built up area of 355000 square feet or thereabout including 32000 sq.ft. use of the party of the FIRST PART. The SRA has vide order SRW/ENC-1 dated 23/11/2017 dated 27 March 2018 issued RDD in respect of the said PLOT to be constructed on the said PLOT which more particularly described in the Schedule-II hereunder, as per layout's approved from SRA. This may increase gradually by course of time or further approved sanction of part of building for construction under the project which is not extend up to 355000 sq.ft. (including 32000 sq. ft. use of the party of the FIRST PART, 8000 sq.ft. in each corner or detail given herein after) the said PLOT which is to be handed over to the party of the SECOND PART as a final Sale FS which is being generated by constructing the portion under SRA by party of the first part.

- (iv) The BMC Built up area extended in is mention in the Copy No. 3 herein after.
- (v) It is also mutually decided that the name of the project will be "Samarth BULE MOUNTAINS".

(vi) In the abovesaid background the party of the FIRST PART hereby agrees to grant to the party of the SECOND PART the said PLOT (131) of 1350000 Sq. ft. BMC Built Up in respect of the building being constructed on the said PLOT more particularly described in the Schedule-II here under, in the manner indicated hereunder.



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NOW IT IS AGREED BY AND BETWEEN THE PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART as follows:-

1. The contents of the schedule attached from part A part of the development agreement and shall be representative made by the parties to each other. As per Slum Notification dated 15/2/2022 covering 87958.15 sq. mtrs. (approx. 12.50 acres). Both the parties agree to develop the property by constructing the 8 km diameter as per the Guide line as per the schedule condition agreed by and between the parties. The party of FIRST PART has obtained L.O.I. for notified area. Both Parties agreed to develop and notified areas of 8 km radius and the party of the FIRST PART will obtain all the necessary permission from concerned authority as per terms and condition agreed by and between the parties.

2. This development agreement is necessary to be executed between the parties to develop the area of Development of the said Plot to develop as per terms and condition as agreed by and between the parties.

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3. Both the parties to the Development Agreement has agreed that the party of the FIRST PART would construct the new PLOT FOR the construction of said Plot by construction of rehab buildings under given full balance potential of plot the said PLOT FOR. The party of FIRST PART would provide only F&E (for the area of the building), always read the said FS means F&E (KITCHEN, Bath, FS - staircase + Lift lobby + common area) and party of SECOND PART shall construct four buildings up to the consumption of 35000

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Includes FSI plus Pl lobby, staircase & balcony where in M/s. And Builders the party of the SECOND PART to pay to the M/s. Lucky Developers the party of the FIRST PART total consideration at a rate of Rs. 1000/- per Sq. Ft. BMC Built up of the said PLOT FSI area including staircase, lift, entry passage & balcony (not to count lift shaft). The schedule of total consideration is as below. The party of SECOND PART shall make the payment in two phases as following.

PHASE - I

As on today as represented by the party of the FIRST PART, that they have C.C. up to 101000 sq. ft. after deducting the 8000 sq.ft. area (out of 32000 Sq. Ft. from the said total C.C. is for the party of the FIRST PART the balance area is 93000 Sq. Ft. BMC Built up on that basis total payment as per calculation at a rate of Rs. 1500/- per Sq. Ft. BMC Built up total consideration is Rs. 139500,000/- (Rupees Thirteen Crores Ninety five Lacs Only); the payment schedule is as below

a) Rs. 12,51,75,370/- (Rupees Twelve Crores Fifty one Lacs Ninety five thousand Six hundred fourteen Only) or before the execution of these present (the receipt whereon the party of the FIRST PART hereby admit and acknowledge hereon).

b) Rs. 34,47,400/- (Rupees thirty four Lacs Forty seven thousand four hundred Only) on 10th April 2017.

c) Rs. 34,47,400/- (Rupees thirty four Lacs Forty seven thousand four hundred Only) on 10th May 2017.

d) Rs. 34,47,400/- (Rupees thirty four Lacs Forty seven thousand four hundred Only) on 10th June 2017.

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Gulshan

For
Lucky

CD

- c) Rs. 29,82,186/- (Rupees Twenty nine Lacs Eighty two Thousand One Hundred Eighty six Only) on 10th July 2007

PHASE II

The Balance PLOT FSI of 250000 Sq. Ft. (RMC built up) and 24000 Sq. Ft. for the party in the First part, as and when approved and/or obtain by the party of the FIRST PART, shall be calculated at the same rate of Rs. 1500/- per Sq. Ft. built up for PLOT FSI. As per calculation at the rate of Rs. 1500/- per Sq. Ft. RMC built up for 250000 sq. Ft. and 24000 sq. Ft. the balance PLOT FSI consideration will be Rs. 34,80,000/- (Rupees Forty four Crores Eighty Lacs Only). The schedule is as below:

- a) Rs. 6,73,00,000/- (Rupees Sixty seven Crores Thirty three Lacs Eighty Thousand Only) i.e. 19.54% of the payment of the total consideration on or before the execution of the present (First instalment) of the party in the FIRST PART shall and acknowledge (hand).

- b) Rs. 9,06,20,000/- (Rupees Nine Crores Six Lacs Twenty thousand Only) i.e. 26.28% of the payment of the total consideration on the part of the FIRST PART shall be for Balance PLOT FSI. (Calculation was not made in respect of the area of C.C. available for development)

- c) Escrow 80% of the total consideration within 18 Months for the rate of respective C.C. as per schedule given below:

(i)	3% for 1 st Two months	15%
(ii)	5% on 3 rd month	5%
(iii)	5% for 7 to 11 th month	5%
(iv)	5% on 12 th month	5%
(v)	5% for 13 to 17 th month	5%
(vi)	5% on 18 th month	5%

- 4) As per site condition the property mention in the Second Schedule, as on site there is a toilet Block touching the Tower No. 1, as agreed by the party of the FIRST PART that they will remove or at least shift the same within 2 months on one side of the plot i.e. in R.G. area temporarily & in further permanently near rehabilitation block, at least within 15 months. Similarly one OH water tank is there as shown in plan, part of the FIRST PART agreed to shift temporarily on R.G. Road within 6 months or temporary & permanently within 6 months. The above shifting is necessary for progress of smooth construction work & take point of view if construction work is delayed due to the above non shifting of Toilet & Tank the party of the FIRST PART can not demand the payment Installment due. Similarly when the parties of FIRST PART obtain CC for third tower but could not able to give clear open space surrounding the said tower building as require & for smooth construction work then in that case the party of the FIRST PART cannot demand any payment Installment due.

In brief it is agreed by the party of FIRST PART that at any time it will be sole responsibility of them to remove any hurdle by way of any structure for carry out clear construction work for all their tower & having any hurdle at site up to getting occupation certificate of any tower. If at any time after incident, such place & work of construction is not possible or occupation of any building is not possible then the party of FIRST PART cannot demand any of the further Installment party of the FIRST PART. Moreover the party of the SECOND PART has

- 5) On execution herof party of the SECOND PART has been put into the exclusive possession of the "hereditaments" more particularly described in the Schedule-B hereunder subject to clearance of some structure, toilet block, Tank etc. party of the FIRST PART declare that it is their duty to clear in further.

- 6) If the party of the SECOND PART failed to make due payment to the party of the FIRST PART for the release of C.C. for construction of said PkL. Then the party of the SECOND PART would be given maximum grace period of 08 days from due date with simple interest @ 2% per month and even if the party of the SECOND PART still fails to make full due payment up to due date within the extended grace period then this Development Agreement would stand null and void and the party of FIRST PART would invoke the rights to terminate this Development Agreement and the construction activities will be stopped. And in that case the party of the SECOND PART will not have any claim or whatsoever for any part of land and any construction cost will not be paid to party of the SECOND PART by the party of the FIRST PART.

- 7) The party of SECOND PART will construct the said Plot construction only up to the C.C. Granted by the party of FIRST PART and in any case the party of the SECOND PART shall not construct any area of said Plot over and above the C.C. granted by party of the FIRST PART.

- 8) The party of the SECOND PART is and shall be responsible for construction of the said Plot up to the BMLC up to F&I including 3200 sq.ft. area of the party of the FIRST PART in respect of which the party of FIRST PART has released the C.C. for the party of SECOND PART. This party of the SECOND PART cannot and shall not construct said Plot more than the C.C. granted by party of the FIRST PART. If the party of SECOND PART fails to complete the construction for any reason on his part, in that case the party of the SECOND PART will not accept any payment to the party of the FIRST PART.

- 9) As on today the C.C. available is 101000 Sq. Ft. BMC But Uo including the area of 8000 sq.ft. F&I of the party of the FIRST

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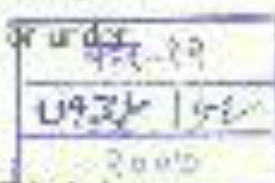


PART further is agreed by the party of FIRST PART they will provide further BLDG Sq Ft. required at that time since C.C. within 10 months of time and Balance C.C. at the amount 1.64 BLDG Sq Ft. within 18 months of time with further grace period of 90 days in both cases. It is decided between the both parties, if the FIRST PART fails to provide the C.C. at time as mentioned above then party of the SECOND PART is to complete the construction of Basement lower Structure as they must have completed possession of Plot to complete 60 years. As in that case party of FIRST PART will manage with SRA or MCOA or Any other department at their own risk cost & charges. Without C.C. party of the SECOND PART will not start the new construction from foundation & construction as per required by the party of SECOND PART beyond C.C. then payment instalments will be delayed for the same period of the time for which C.C. is delayed, it means that period of C.C. delayed as mentioned above. The payment schedule will start after the same period of time of delayed C.C.

As for the construction program party of the FIRST PART provided now Road to the plot & period of land & which is adjacent to the said portion of land in that case at any time they will not stop the party of the SECOND PART or their intention to run the same, as shown in the plan. It will be there if surface of SECOND PART get across Road through D.F. Road. It is decided to give possession & vacant possession to the party of the SECOND PART the said PLOT as shown & immediately thereafter the party of SECOND PART would start the construction of the building but after 90 days after giving possession on occupation basis and after survey and after proper demarcation it is found any encroachment then it will be always responsibility of the party of the FIRST PART to clear the same.

11. It is confirmed by the party of the FIRST PART that for the Bldg up of 3.65 Crod Sq. Ft. they will provide Parking of 350

Cars. As shown on plan on the adjoining plot out of larger property is touching the said PLOT F.S.I. property. The party of the FIRST PART is going to construct one commercial Building where in Ground floor is Rehab of existing tenants, 1st to 3rd floors for M.C.G.M. market then provision for 3 to 4 floors for parking. As a podium between the 1st & 2nd tower which can accommodate about 120 to 130 Cars to complete the total 350 Car Parking of the FIRST PART which will be parking in above mention Building. It is agreed by the party of the FIRST PART to provide one car parking per flat. The Construction cost out side of the said F.S.I. plot will be bear by the party of the SECOND PART. As decided party of the SECOND PART can allot the one parking per flat to the prospective Buyer of flats party of the FIRST PART will provided the parking atleast within the largest property on site in the said F.S.I. plot or adjoining plot but if not provided they will be not start the further F.S.I. work for said Plot party of the first part will provide parking space as per DOR or under any permitted law.



- 12) The F.S.I. granted to the party of the SECOND PART include the right to construct building's having a total built up area of total 2,50,000 sq. ft approx (less 32000 sq. ft for the party of the first part @ Rs. 1500/- per square foot on the said PLOT more particularly described in the Schedule-II hereunder in accordance with the building's plans as are approved by the BDA and the MHAD with full G.C i.e. plinth and upper floors which is subject to changes & approvals of authority from time to time and such F.S.I. of 305000 sq.ft. be demerited to deduct the construction of said Plot by the party of the SECOND PART up to the PLOT more particularly described in the Schedule-II hereunder given in his possession by the party of the SECOND PART.

- 13) If it case the G.C obtained by the party of FIRST PART is less than 2,55,000 of B.S.I. built up area including the 32000

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well know of the party of the FIRST PART after taking all consideration possibilities then party of the FIRST PART has agreed to give balance area to complete the total of 3,55,000 Sq. Ft. in their 5th Tower but they will complete the total quantum of 3,55,000 Sq. Ft. but it is to be decided who is going to construct the 5th Tower if party of the FIRST PART constructing themselves then party of SECOND PART will give construction cost to them as similarly if party of the SECOND PART is constructing the 5th Tower then party of the SECOND PART is paying construction cost of the 5th Tower as per Schedule one amounts to party of FIRST PART. The party of the FIRST PART will be paying construction cost of the area more than 3,55,000 Sq. Ft.

- (11) If payment made by the party of the SECOND PART is as per Schedule without any default then in that case party of the FIRST PART is not entitled to stop the work of construction, cannot disturb the possession of the party of SECOND PART & can not go to the any Authority or Court of law for protection of area of this said FLOOR (11) as per the Development Agreement with the explanation

- (12) It is agreed by the party of the FIRST PART that one of the property they will not sell or cannot sell until they complete any construction in own lot until before they complete the area of said FLOOR of 3,55,000 sqft. as mentioned in the Development Agreement to party of the SECOND PART subject to payment in time by party of the SECOND PART

- (13) It is also agreed that party of the FIRST PART will obtain approval for health club in the layout & party of the SECOND PART construct the same at their own cost. If any members of other tower, which being constructed by the FIRST PART then the party of the SECOND PART agreed to take them as member by charging them the membership fee as per rules

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- 17) It is agreed by and between the parties that the party of the FIRST PART obtain the approval of podium parking in 5th to 6th level as proposed & shown in plan annexed will be got approved with amendment of plans. Approvals will get within maximum of six months or with the new D.C. obtained by Party of the FIRST PART whichever is earlier. As the parking mention above for 120 to 130 Cars is shown in the plan. The approval & to be in time & connected to the payment Schedule and the same will be provided as per the plan of SRA and Construction policy by state govt.

- 18) The party of the FIRST PART has to pay development charges, Infrastructure charges, and taxes charges of Architect for obtaining full C.C. The party of the SECOND PART has to pay consulting architect's fees, RDC consultant's fees and the party of the FIRST PART has to bring approval for other charges such as CFC Sewerage, Drainage, and has to pay all base premium & balcony enclosure and charges if any for sale area construction approval and work. All the charges of D.C. have to be borne by SECOND PART including architect's fee for obtaining occupation certificate.

- 19) The party of the FIRST PART shall make out a marketable title at all time if the transaction is over to the said PLOT more particularly described in the Schedule II hereunder hereby agreed to be sold and shall at their own costs and expenses get clear all defects in the title encumbrances and claims if any of or relating to the said PLOT more particularly described in the Schedule II hereunder including all claims by way of sale, exchange, mortgage, gift, trust, encumbrances and lien.

- 20) The party of the FIRST PART and party of the SECOND PART agreed that party of the SECOND PART will hand over lot & back up area of 32000 sq. ft. lot & up area to party of the FIRST PART & each said Part will be carried over in following manner. For which party of the SECOND PART will charge

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the actual construction cost of built up area and party of the FIRST PART will not charge the FSI cost, which is going to consume for the same built up area. Cost of construction to be deducted from the payment schedule.

Tower no.1:

Area 4000 sq.ft. Built up with additional terrace on 22nd or 23rd Floors & 4000 sq.ft. Built Up area on 13th or 14th Floors

Tower no. 2

Area 4000 sq.ft. Built up on 22nd or 23rd Floors with additional terrace & 4000 sq.ft. Built Up area on 13th Floors

Tower no. 3

Area 4000 sq.ft. Built up on 22nd or 23rd Floors with additional terrace & 4000 sq.ft. Built Up area on 13th or 14th Floors

Tower no.4

Area 4000 sq.ft. Built up on 22nd or 23rd Floors with additional terrace & 4000 sq.ft. Built Up area on 13th or 14th Floors

As above Built up area PLOT F.S.I. is not included in 323000 sq.ft. The party of the SECOND PART shall construct total 3,55,000 sq.ft. and in this 365000 sq.ft. party of the Second will hand over said 323000 sq. ft. to party of the FIRST PART.

- 21) The Party of the FIRST PART and the CONFIRMING PARTY shall agree the

The Party of the FIRST PART shall only intend and possession of the said PLOT may peacefully decided in the Schedule-8 hereunder and area and except them no other person or persons are intended in the property or any part area and except them no other person or persons.

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are included in the said PLOT more particularly described in the Schedule-II hereunder or any part thereof. The convenience in transfer from FIRST PART would be completed or directly conveyed to the newly formed society by its early possession.

ii) The parties of the FIRST PART and the CONFIRMING PARTY have granted rights to the party of the SECOND PART in respect of the said PLOT FSI of 355000 sq.ft on the said PLOT.

iii) The party of the FIRST PART and the CONFIRMING PARTY are in possession of the said PLOT more particularly described in the Schedule-II hereunder.

iv) The said PLOT more particularly described in the Schedule-II hereunder is declared as "Slum" and is available for development for free sale and the plans for the development are approved by SRA and Commencement Certificate up to the plinth area is available and in future further FSI will be handed over to the party of the second part for the further construction of said Plots will be issued by SRA under this scheme.

v) There is a proper access to the PLOT more particularly described in the Schedule-II hereunder.

vi) The Party of the FIRST PART and the CONFIRMING PARTY and / or any person on their behalf have not entered into any Agreement for sale or development or permitted any person to consume any benefit in respect of the said PLOT more particularly described in the Schedule-II hereunder or otherwise transferred the said PLOT or any part thereof.

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vi) Neither the party of the FIRST PART and the CONFIRMING PARTY nor anyone on their behalf have created any adverse right in respect of the said PLOT more particularly described in the Schedule-II hereunder or any part thereof.

vii) There is not any suit nor any proceedings nor any injunction or other order in any manner and in before or after judgment pending in respect of the said PLOT more particularly described in the Schedule-II hereunder or any part thereof whereby the rights of the party of the FIRST PART and the CONFIRMING PARTY in respect of the said PLOT is in any way affected or prejudiced except the amount Anna More in K.I Karde. The FIRST PART at this time would settle the same as and when required.

xi) There are no pre-emptory orders or any attachment orders of or otherwise any liabilities in respect of the said PLOT more particularly described in the Schedule-II hereunder or any part thereof whereby the rights of the party of the FIRST PART and the CONFIRMING PARTY in respect of the said PLOT is in any way affected or prejudiced.

xii) There are no Estate Duty, Wealth Tax, Income Tax or other taxation proceedings whether for recovery or otherwise issued by any taxation authorities or local authorities pending whereby the rights of the party of the FIRST PART and the CONFIRMING PARTY to deal with the said PLOT more particularly described in the Schedule-II hereunder are in any way affected and/or prejudiced.

xiii) There are no extraordinary rights created under any document or by any agreement or by law in respect of and/or upon the said PLOT more particularly described in the Schedule-II hereunder or any part thereof.

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xi) There is no mortgage, lien, charge, right or any other encumbrances (except slums) or impediments on the said PLOT more particularly described in the Schedule-II hereunder or any part thereof. Encumbrances namely as SLUM Property.

xii) That the said PLOT more particularly described in the Schedule-II hereunder is converted to R & R use.

xiii) That the party of the FIRST PART and the CONFIRMING PARTY have paid all the Revenue & Taxes, Expenditure in respect of the said PLOT more particularly described in the Schedule-II hereunder up to date.

xiv) The said PLOT more particularly described in the Schedule-II hereunder is demarcated and surveyed and there is no dispute as to the boundary of the said PLOT. The party of SECOND PART is restricted upto PLOT F.G. of 30500 sq.ft. BRAC Built up, which includes 32000 sq.ft area for the party of the FIRST PART which is to be demarcated & for the rest portion of the land under construction the party of the SECOND PART have no right the interest of whatsoever nature and will not make any claim either against the party of the FIRST PART in any court of law.

xv) The title of the party of the FIRST PART and the CONFIRMING PARTY to the said PLOT more particularly described in the Schedule-II hereunder is clear marketable and free from all encumbrances, namely as SLUM Property. The right of party of SECOND PART is restricted upto 35000 sq.ft. & the portion of the land under construction which is to be demarcated & for the rest portion of the land under construction the party of the SECOND PART have no right the interest of whatsoever nature and will not make any claim either against the party of the FIRST PART.

20) The said PLOT more particularly described in the Schedule II hereunder is not affected by the provisions of Urban Land Ceiling and Regulatory Act, 1973 with in the purview of the SECOND PART as provided with the said PLOT F.S.I. 355000 sq.ft.

22. It is hereby of the party of the FIRST PART to maintain all rehabilitation buildings and all the benefits to settle with them, to shift them in the buildings to be constructed for rehabilitation, to follow all the rules and regulations of EMD and their own cost and risk. The party of the SECOND PART is provided with the said PLOT F.S.I. 355000 sq.ft. and is authorized to for the use portion of the said land under construction the party of the SECOND PART has to hold the interest of whatsoever manner and further F.S.I. guidelines above 355000 sq.ft. when construction of the Rehab. Bldg. by party of the First part on the said plot of land under the development. The balance plot and FSI will be shown the property of the party of the first part and it is also made clear that the party of the second part's rights are restricted up to the area demarcated for construction of 4 said Parts and consumption of FSI up to 365000 sq. ft. EMD built up.

23. The party of the FIRST PART and The CONFIRMING PARTY have authorized the party of the SECOND PART to take necessary steps for the purposes of development of the said PLOT more particularly described in the Schedule II hereunder.

24. The party of the SECOND PART shall be entitled to utilize 350000 Built up FSI including 32000 sq.ft. area of the party of the FIRST PART in respect of the said PLOT more particularly described in the Schedule II hereunder, which is available the provisions of development Control Regulations of Greater Bombay 1961 and the party of the FIRST PART and the CONFIRMING PARTY shall have no objection to the same.

25. It is hereby agreed that the development of the said PLOT more particularly described in the Schedule-II hereunder is depending upon the development of the said property by the party of the FIRST PART. The party of the FIRST PART hereby undertakes that they will not delay the development of the said project so that there will be no delay for development of the said PLOT by the party of the SECOND PART. The party of the FIRST PART assures that they will develop the said property as per schedule and will not prejudice the right of development of the party of the SECOND PART in the said PLOT more particularly described in the Schedule-II hereunder.

26. On the execution hereof, the party of the FIRST PART agrees to grant the PLOT FSI of 323000 sq.ft in respect of the said PLOT more particularly described in the Schedule-II here under to the party of the SECOND PART with confirmation of the Confirming Party, who shall be entitled to construct said Plot and necessary infrastructure connected to said Plot on the said PLOT, which is to be demarcated for said Plot area. Other Infrastructure on the larger property is always responsibility of the party of the FIRST PART alone.

27. THE PARTY OF THE SECOND PART IS ENTITLED TO

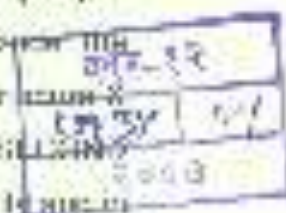
- a) To enter upon the said PLOT more particularly described in the Schedule-II hereunder for the purpose of carrying out construction work in respect of the said PLOT according to valid sanctioned plans approved by the authorities concerned.
- b) To put up or erect sign boards upon the said PLOT more particularly described in the Schedule-II hereunder in any part thereof.

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4. To commence carry out and complete construction of said Plot or buildings by commencing, completing and affixing 1/11 in respect of the said PLOT more particularly specified in the Schedule-II hereunder in the amount of 555000 square feet including the 2000 sq. ft. area in the centre of the FIRST PART by themselves or through any building contractor, sub-contractor or per the plans that may be sanctioned by the Municipality or other authorities with such modifications, amendments, alterations or variations that may be required to be made from time to time.

20. The party of the SECOND PART doth hereby agree that the party of the SECOND PART shall comply with the Municipal obligations entirely at his own risk as to the costs and consequences thereof and the party of the FIRST PART will not be held liable and/or responsible in any manner whatsoever nature in respect thereof.

21. The development work to be carried out by the party of the SECOND PART as aforesaid shall include the construction of said Plot and necessary infrastructure in the garden area for the same. The party of the SECOND PART be own costs, expenses and responsibilities in accordance with the plans as getting issued by party of the first part under approval by the concerned authorities with such amendment as may required from time to time be proposed by the party of the SECOND PART and approved by the said Authorities. As part of development activity the party of the SECOND PART shall also carry out infrastructure works (if any) required for the development of the said F.S.I. property. In no case will the party of the SECOND PART be entitled to reimbursement of the expenses incurred by them for such development or construction works and the party of the SECOND PART shall pay discharge and bear all the



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credit interest and expenses for such development and/or construction work, it is the sole responsibility of the party of the FIRST PART to construct any type of reservation along with infrastructure if required, at their own cost and risk. At any point of time the responsibility of the party of the SECOND PART will be to construct said Plot and garden road infrastructure required for said Plot F.S.L. only.

- b. In particular the party of the SECOND PART shall be liable for payment of fees and all costs, wages, etc. of the consulting Architects (R.C.D.) Civil Engineer and other professionals and consultants, architects, contractors, surveyors, workmen, labourers and others who may be engaged by them for construction of said Plot. The party of the SECOND PART shall also be liable for payment of the bills and expenses for building materials and all other charges, fees and expenses to be paid to the concerned authorities for the development work to be carried out as aforesaid. The party of the SECOND PART shall get the personnel employed in construction work insured under the provisions of M.P.A. and other relevant laws.

The party of the SECOND PART had not secured the development rights for the said PLOT (more particularly described in the Schedule-II hereunder) for the sum of the Rs. 1000000/- which is granted by the party of the FIRST PART for said Plot to any other third party or partner in whatsoever manner within the domain of the circle of the first part and if it is transferred it is considered as financial default.

- d. It is hereby stated and declared that if any sum of money become payable to the Government of Maharashtra or Competent Authorities or any other

withstand the value of the purchase of any exemption under that may be the state Government under the provisions of the D.C. Act or to any modification thereof for any Competent Authority or in case sum or sums of money become payable to the concerned authorities having jurisdiction over Greater Mumbai on account of construction work on the property or development of the said PLOT more particularly described in the Schedule-II hereunder or in respect of the same and conditions on which the plans, drawings, specifications and other formalities by the said authorities in regard shall be completed and done by the party of the FIRST PART and subject to condition be there shall not be any increase in law and / or any taxes and conditions as laid down and stipulated by the party of the SECOND PART during the time of the construction of the said building.

- c. The party of the SECOND PART shall be entitled to put the purchasers of flats/shops and other premises in possession of their respective flats and premises as they deem fit and as and when occupation / completion certificate or before in respect of the building in which such flats and premises are to be constructed are obtained by them (either a part or in full).

After the party of the SECOND PART shall have developed the said PLOT more particularly described in the Schedule-II hereunder and obtained from the concerned authorities having jurisdiction over Greater Mumbai the Completion Certificate and/or occupation certificate in respect of the building to be constructed on the said PLOT and the party of the FIRST PART and the CONFIRMING PARTY shall have received from the party of the SECOND PART the full consideration monies payable hereunder the party of the FIRST PART shall at the request and cost of the party of the

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SECOND PART shall and warrant the conveyance or conveyances in respect of the said PLOT more particularly described in the Schedule-II hereunder in favor of the party of the SECOND PART and/or their nominee or nominees including of a Co-operative Society that may be formed for the purpose.

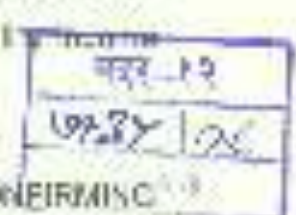
- g. The party of the FIRST PART and the CONFIRMING PARTY agree to execute all such documents as may be required so as to vest the said PLOT more particularly described in the Schedule-II hereunder absolutely in the person in whose favor the conveyance is made, free without any liability as to cost charges and expenses. All documents shall be drafted by the Advocates of the party of the SECOND PART and approved by the Advocates of the party of the FIRST PART and the CONFIRMING PARTY.

- h. The party of the FIRST PART and the CONFIRMING PARTY shall on or before the execution of such Conveyance or Conveyances as aforesaid produce their respective Certificate under Section 281 of the Income Tax Act, 1957.

The party of the FIRST PART and the CONFIRMING PARTY agree to plan and take optimum utilization of the PLOT which is going to generate under the said scheme and to execute all such papers, writings, documents and sign all such plans, forms and applications as may from time to time be necessary for the purpose of enabling the party of the SECOND PART and/or their nominees to consume, explore, utilize and take advantage of the said PLOT PLOT of 35500 sq. ft. including 32000 sq. ft. vested in the party of the FIRST PART on the said PLOT more particularly described in the Schedule-II hereunder in



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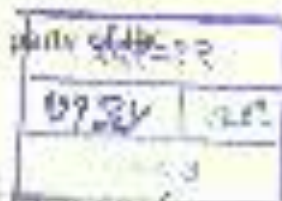
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in accordance with the provision of the Development
Control Regulation for Greater Mumbai

- 25) The party of the FIRST PART shall not be entitled to offer the Original title deeds by way of security, mortgage or otherwise to any person, bankers or financial institution, in discharge of their financial liabilities, if any, created by them, in respect of the property described in the Schedule and Schemed as hereunder written up to the area demarcated by party of the First part for construction of 50 of 35000 sq. ft. PLOT Building. The balance area will be always being the property of the party of the First part.

- 26) It is agreed by and between parties that if the party of the FIRST PART fails to obtain the C.C. within above mentioned time then the party of the SECOND PART undertakes to approach WMC or any authority for approval under C.C. recorded up to 35000 sq. ft. PLOT Building at the end of the party of the First PART, with the consent of the party of the First part.

- 27) It is further agreed by and between parties that if the party of the FIRST PART fails to bring the C.C. as mentioned herein above due to title of the said PLOT within any reason whatsoever, in such event the party of the SECOND PART undertakes to conduct and carry any defect in the title of the said PLOT in all respect, and for such purpose do and perform all necessary acts, deeds and things including to deal and correspond with and represent before the said Authorities and other concerned authorities and to execute, register and deliver all the application representation, letter, forms, undertaking, indemnities, petition, suits, affidavits, vakalatnama, written statement that may require and also defend against any such suits filed in respect of the said PLOT with the written consent of the party of the First part.



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- 17) The party of the SECOND PART shall be entitled to deal with development and all the premises including shops, units, open houses, car parking in the said towers to be constructed by way of utilization of the said PLOT FSI of 35000 sq. ft. on the said PLOT more particularly described in the Schedule II hereunder except the area required to hand over to the party of the FIRST PART mentioned under this agreement and stand in favour of the prospective Purchasers and enter into agreements for sale or sub-sale thereof for such consideration and on such terms and conditions as the party of the SECOND PART may desire. The party of the SECOND PART shall accept, accept and registered shall be liable for sale of prospective buyers of the said Plot and shall be the FIRST PART shall not object or dispute if the party hereby grant irrevocable authority to the party of the SECOND PART. No permission, confirmation or no objection in writing or otherwise is required to be obtained from the party of the FIRST PART. The party of the SECOND PART shall be entitled to issue in their own name and appropriate for themselves the sale proceeds from such allotment or sale of said premises and the party of the FIRST PART shall not claim or demand any amount from the party of the SECOND PART or the prospective purchasers of the premises.

- 18) The party of the SECOND PART shall be entitled to raise finance for construction finance from the bankers/financial institution or such persons and shall be entitled to offer their development rights under these present by way of security for repayment of such finance without holding the party of the FIRST PART or any of them responsible or liable for any consequences for repayment of the said. Only up to the area demarcated for PLOT FSI of 35000 Sq.Ft. BNC built up and can not mortgage the area of 30000 sq. ft. which is to be handed over to the party of the first part under this agreement.

34) The Party of the SECOND PART shall be entitled to appoint and engage the services of Architect, R.C.C. Consultant, Civil Engineer, Advertiser, Builders, and other personals as may be required by them at his own cost.

35) The Party of the SECOND PART shall be entitled to appoint one or more Sub-Committees under and under his joint venture with or assign or transfer their right under these powers in favour of their nominee or nominees and/or with any other Sub-Committees/Sub-Sub-Committees on such terms and conditions as they may deem fit and proper. Express consent or permission in writing or otherwise required to be obtained from the party of the FIRST PART.

36) The parties hereto declare and confirm that save and except the transaction of the development arrived at herein by and between the parties hereto in respect of the development of the said Pre approval of SRA Authority PLDT more particularly described in the Schedule I hereunder, there is no other transaction by and between the parties hereto in respect of any other portion of the said land and are that the parties hereto do hereby agree to indemnify and keep indemnified each other in respect thereof.

37) The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of or in connection with these powers, and/or in regard to the carrying out of this Agreement, the same shall be referred to the Sole Arbitrator, if the parties hereto may agree upon one such person, otherwise two Arbitrators to be named by each of the parties hereto or their nominee or nominees with an authority to appoint Third Arbitrator and the decision/award of such arbitrators shall be final and binding. The Arbitrators shall have full power, absolute authority and entitled to decide such

proceedings as per provisions of the Arbitration and Conciliation Act and the entire arbitration proceedings shall be conducted as per the provisions of Arbitration and Conciliation Act of 1996, and the Rules framed thereunder from time to time. The Arbitration proceedings shall always be held in Mumbai.

- 28) Upon execution of these presents the Party of the FIRST PART shall authorize, appoint and nominate the party of the SECOND PART or their nominees by executing Power of Attorney to do and perform various acts, deeds, things and matters and to apply for and obtain various permissions, orders, approvals, sanctions, etc. as may be required for effectual utilization of the said PLOT FSI for development of the said FSI PLOT more particularly described in the Schedule-I hereunder.

- 29) Save and except what is stated hereinabove of out of pocket costs, charges and expenses of and incidental to this Agreement, the Contingencies and/or Contingencies of this and ALL more particularly described in the Schedule-II hereunder as aforesaid including stamp duty and registration charges and of all other documents as may be required in implementation of this Agreement shall be borne and paid by the party of the SECOND PART. Stamp. Each party shall bear and pay the professional costs in their respective matters.

THE FIRST SCHEDULE ABOVE REFERRED TO:

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ALL THAT Piece of land bearing Survey No. 20, House No. 2 corresponding to City Survey Nos. 102, 102/1 to 81 and bearing Old Survey No. 50, 50/1 to 11 of village Dahad Taluka Borivli situated at Goregaon (East) Mumbai locally known as 10 houses and 38 Gunthas equivalent to 41309.308 square meters or thereabout along with the chawls, sheds, lodgements, structures and standing houses in the revenue village and City Survey Dahad and in the registration district and sub district Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Demanded for construction of 355000 sq.ft. BMC Built up referred as the said PLOT of building on the said PLOT as shown in GREEN WASH in the plan annexed herewith All THAT Piece of land bearing marked for construction of buildings to consume PLOT FSI of 355000 sq. ft. BMC Built up on Survey no. 70, Hissa No. 2 corresponding to City Survey Nos. 102, 024 to 81 situated at village Panaji Taluka Borivali district of Goregaon (East), Mumbai totally amounting 7856.58 Square meters or thereabout.

SIGNED, SEALED AND DELIVERED:

By the within named

THE PARTY OF THE FIRST PART

M/S. LUCKY DEVELOPERS

A partnership firm through its partners:

1) SHRINITHI D. SAMANT

2) SHRI DIVYAG THAKER

3) SHRI MANISH V. AMDE &

4) SHRI ABDUL WAHID QURESHI

5) SHRI ANIL SATYAM TOSHNIWAL

6) SHRI RAJAN B. PRABHU

7) SHRI SHAILESH B. ADHYARU

8) SHRI PRABHU K. SAMANT

9) SHRI HIMMAT K. VORA

In the presence of

SIGNED, SEALED AND DELIVERED:

By the within named

THE CONFIRMING PARTY

M/S. SAMARTH ERECTORS AND

