which is duly Registered at the Office of the Sub-Registrar, Nagpur-4 in Book No. 4 at Sr. No. 3696 on even date; AND

WHEREAS in pursuance of the said Agreement the said Dr. Shri. Sameer Narayanrao Paltewar has paid entire sale consideration to the said Shri. Pundlik Ramchandra Sabre from time to time by various Cheques, the receipt whereof is hereby acknowledged by the said Shri. Pundlik Ramchandra Sabre; AND

WHEREAS the said Dr. Shri. Sameer Narayanrao Paltewar has dropped the idea of purchasing the said property and after due consultation with the said Shri. Pundlik Ramchandra Sabre, they have jointly decided to sell the same to any interested buyer and to utilise the sale proceeds thereof in thier best interests; AND

WHEREAS the aforesaid Shri. Pundlik Ramchandra Sabre alongwith the said Dr. Shri. Sameer Narayanrao Paltewar lateron jointly transferred the said property by of Sale to Mrs. Vrushali Prashant Bongirwar and Mrs. Pallavi Rahul Upgalawar, the Vendors named hereinabove, by a Sale Deed Dated 07-02-2007, which is duly registered at the Office of the Sub-Registrar, Nagpur-Rural in Book No. 1 at Sr. No. 537 on even date. The said Sale Deed is duly singed by Dr. Shri. Sameer Narayanrao Paltewar, in the capacity of Consentor. As a result therefore the Vendors have now become the Joint/Co-owners of the aforesaid property comprising Kh. No. 87/1 of MOUZA – DONGARGAON with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS for various cogent reasons and good causes the Vendors hereinabovenamed have now jointly decided to sell the aforesaid property to any interested buyer and to utilise the sale proceeds thereof in their best interests and for the benefits of their respective family members; AND

WHEREAS the Vendors being thus desirous of selling the aforesaid property and the Purchaser hereinabove named having expressed its desire and willingness to purchase the same for a fairly good price, the Vendors have agreed to sell the said property to the Purchaser for a total valuable consideration of Rs. 3,60,00,000/- (Rupees Three Crore Sixty Lakh Only) upon the following terms and conditions.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS: -

(1) That in pursuance of the said Agreement and in consideration of a total sum of Rs. 3,60,00,000/- (Rupees Three Crore Sixty Lakh Only) paid by the Purchaser to the Vendors in the manner appearing hereinbelow, the receipts whereof the respective Vendors does hereby acknowledge, the Vendors as the absolute and full Owners in possession thereof do hereby grant, convey, assign and transfer by way of SALE to the PURCHASER the property comprising ALL THAT Piece and parcel of Agricultural land bearing Kh. No. 87/1 of MOUZA – DONGARGAON, P.S.K. 73 having an area of 1.36

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Hectares, Rental Rs. 1.73 Yearly, held in Class – 1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Dongargaon in Tahsil – Nagpur (Rural) and District – NAGPUR and more particularly described in the Schedule hereunder written, TO HOLD THE SAME TO AND UNTO THE PURCHASER as the absolute and full owner therefore forever, free from encumbrances of all kinds whatsoever and also free from payment of Land Revenue, Cesses and all other outgoings etc. levied on the property hereby sold and payable upto date.

MANNER OF PAYMENT:

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005908 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005909 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005910 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005911 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005912 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005913 drawn on HDFC Bank Kotwal Nagar, Branch,

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Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005914 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005915 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Vrushali Prashant Bongirwar) by Cheque No. 005916 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No. 005917 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No. 005918 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No. 005919 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No. 005920 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No.

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005921 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No. 005922 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi RaHUL Upganlawar) by Cheque No. 005923 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No. 005924 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 20,00,000=00 (Rupees Twenty Lakhs Only) paid by the Purchaser to the Vendors (Favouring Pallavi Rahul Upganlawar) by Cheque No. 005925 drawn on HDFC Bank Kotwal Nagar, Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

RS. 3,60,00,000=00 (TOTAL RUPEES THREE CRORE SIXTY LAKHS ONLY)

(2) THAT THE VENDORS do hereby covenants with the PURCHASER as follows: -

i) THAT Vendors do hereby covenant that they have good, valid and marketable title to the property hereby sold and they have absolute right and full authority to convey assign and transfer the same by way of sale to the Purchaser absolutely forever.

ii) THAT the Vendors further assures the Purchaser that the property hereby sold is the separate and self acquired property belonging to them alone having purchased the same by them exclusively out of their own earnings and savings and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

iii) THAT the property hereby sold shall be quietly entered into, upon and held and enjoyed and the rents, profits received there from the Purchaser without any interruption or disturbance by the Vendors or of any other person or persons claiming through, under or in trust for them and without any lawful disturbance or interruption by any other person whosoever.

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