Infrastructure Pvt. Ltd. as a Private Developer (P.D.) under category 'A' for the purpose of Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.)/Revised Detailed Project Report of the said Township of the Vendor has been sanctioned approved by the Ghaziabad Development Authority.

AND WHEREAS the nominees/associate/constituents companies vide their Board Resolutions have duly empowered Mr. Manoj Gaur & Mr. Ashok Choudhary Directors of the Lead Party and also executed General Powers of Attorney in their behalf jointly to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. pertaining to their land in the Township and to present the same before any Registrar/Sub Registrar for registration, get it registered, receive the sale consideration from the Vendee.

AND WHEREAS as per the authority/powers given by the other constituents of the Vendor, Crossings Infrastructure Pvt. Ltd. as Lead Party of Consortium is entitled to

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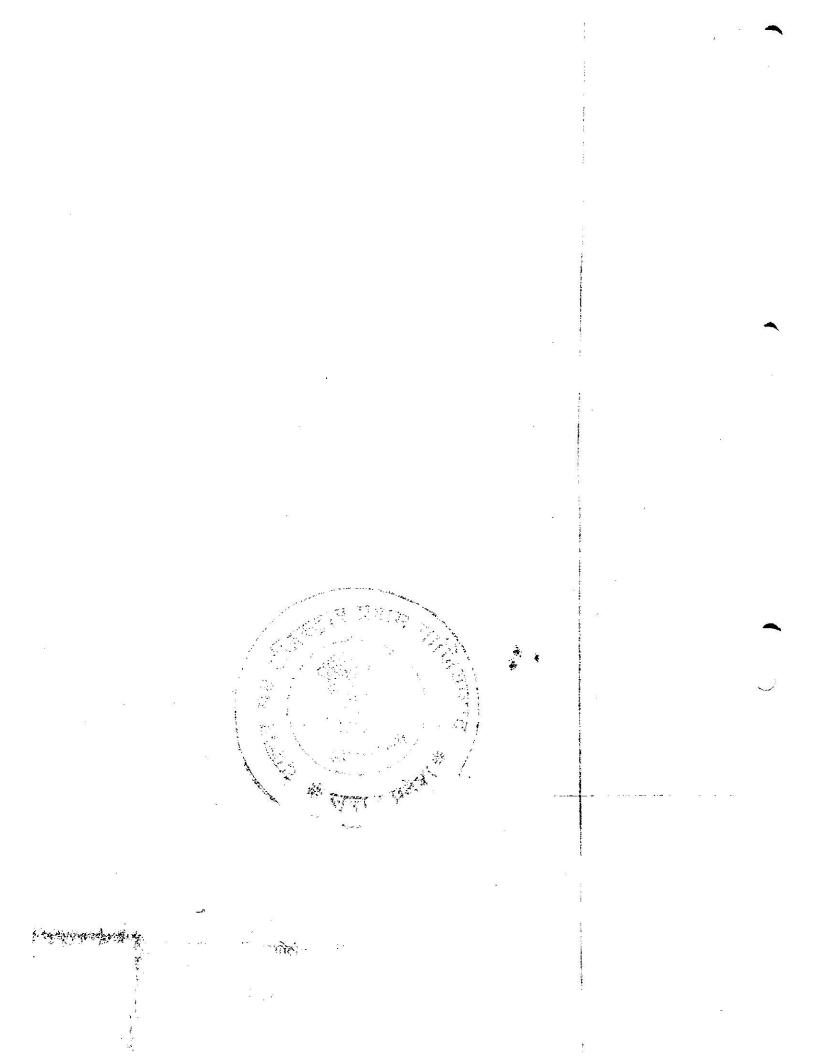
receive the sale consideration on behalf of constituents. Hence hereinafter, for the purposes of payment of sale consideration the word Vendor means Lead Party i.e. M/s. Crossings Infrastructure Pvt. Ltd. by virtue of the powers conferred in relation thereto.

AND WHEREAS the Lead Party has empowered its Directors Mr. Manoj Gaur and Mr. Ashok Choudhary jointly vide Resolution dated 31/10/2006 to execute Sale Deeds and this Deed is being executed by the said Lead Party and also as Attorney of the constituents companies of the Vendor acting through Mr. Manoj Gaur and Mr. Ashok Choudhary jointly.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreements including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendor has agreed to sell and transfer the land admeasuring 287.00 sq.mtr. or 0.0287 Hect. falling in part of Khasra No. 695 (Area 0.0287 Hect.) located on GH Plot No. 3 in the Township known as "Crossings Republik" situated at village Dundahera, Ghaziabad, U.P., as shown and marked in Red colour in the Site Plan attached hereto (hereinafter referred to as the said Site) with all rights of the said Site to the Vendee for residential use only free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of Rs. 31,57,000/ (Rupees Thirty One Lac Fifty Seven Thousand only). All the construction on the said Site will be carried out





as per the Plans duly sanctioned by the Ghaziabad Development Authority. No construction / structure have yet been made on the said Site. The said land is lying vacant. AND WHEREAS all the parameter of Plans of the said Site to be submitted before the Ghaziabad Development Authority such as FAR, set back, open spaces, green, ground coverage, basement, height etc. will be as per prevailing building by laws.

AND WHEREAS the said land/site is approved by the Ghaziabad Development Authority but the same is not in the colony developed by the Ghaziabad Development Authority.

AND WHEREAS the Vendor has represented to the Vendee that the said Site is freehold in nature and they have clear and marketable title in respect of the said Site and free from all kind of encumbrances, lien charges and has full right, power and authority to sell and transfer the said Site.

AND WHEREAS the Vendor has decided to sell the said Site to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER:

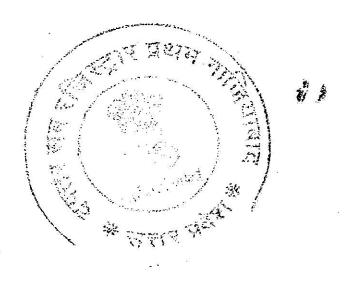
1. That the Vendee has paid to the Vendor total sale consideration of Rs. 31,57,000/(Rupees Thirty One Lac Fifty Seven Thousand only) as full & final payment of
Sale Consideration for the said Site. The receipt of the aforesaid total sale
consideration of Rs. 31,57,000/- (Rupees Thirty One Lac Fifty Seven
Thousand only) the Vendor does hereby admit and acknowledge and the Vendor

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does hereby grant, sell, convey and transfer on ownership basis unto the Vendee free from all encumbrances the said Site.

- 2. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site in favour of any one. The Vendor has neither given any security or surety of the said Site nor entered into any Agreement to Sell of the said Site with anyone nor any court case or arbitration or any other legal proceedings is pending at any place in respect of the said Site.
- 3. That the Vendor has assured the Vendee that the said Site is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
- 4. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site in the Township and that they have fully understood all limitations and obligations in respect of it.
- 5. All rates, House Tax/Property Tax, Water Tax, Sewer Tax, Wealth tax, Service Tax, Cesses, Levis, Sales Tax, Trade Tax, Labour Cess, Metro Cess, VAT, ESI, PF and taxes of all and any kind by whatever name called and any additional increased/enhanced development charges of the land of the Township and other charges leviable in future including on the land of the said Site and / or Flats/Apartments thereon imposed by any Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/Association of Apartment Owners.

For Crossings Infrastructure Pvt. Ltd.

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FOR MAHAGUN (INDIA) PVT. LTD.

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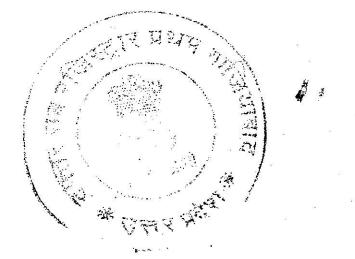
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- 6. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of fire norms and any other rule, regulations, bye-laws, Act and any tax, cess etc. liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is caused due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
- 7. That the Vendor covenants that this Sale Deed is executed in all entirety and they have received the total sale consideration of the said Site subject, however to the stipulations and covenants herein contained, for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
- 8. That so far the said Site for construction it is clarified that the Vendee shall have to construct the residential Units/Flats/Apartments and use the same for residential purposes only. No other activity shall be permitted in the dwelling Units/ Flats/Apartments to be constructed thereon.
- 9. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approval of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority/State Government/Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Association of Apartment Owners.

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