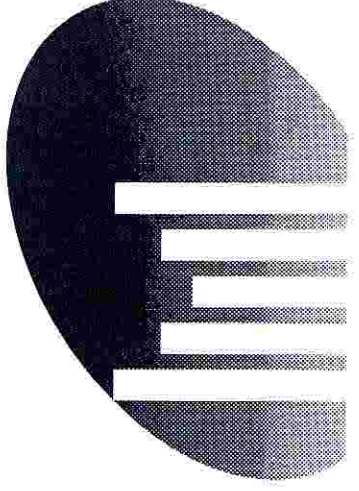


MR. Pravin Kumar Agarwal
Sherwood - Tower A
Flat No. 1105



K. RAHEJA
UNIVERSAL

“RAHEJA SHERWOOD”

AGREEMENT FOR SALE

K. RAHEJA UNIVERSAL PVT. LTD.



Tuesday, March 29, 2005
3:54:39 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

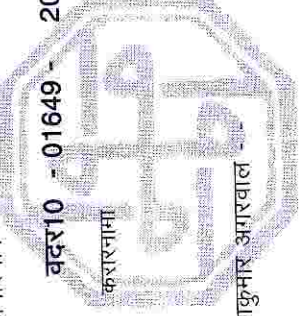
पावती क्र. : 1659

दिनांक 29/03/2005

गावाचे नाव पी.एस.पहाडीगोरेगांव

दस्तऐवजाचा अनुक्रमांक वदर10 - 01649 - 2005

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: प्रविणकुमार अगरवाल

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 2020.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (101)

एकूण रु. 32020.00

आपणास हा दस्त अंदाजे 4:09PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली 4

बाजार मुल्य: 2369105 रु. मोबदला: 3204750 रु. **सह. दुय्यम निबंधक बोरीवली-क. ४,**
भारलेले मुद्रांक शुल्क: 144000 रु. **मुंबई उपनगर जिल्हा.**

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: पंजाब एण्ड सिंध बँक मजिद मंदिर मु;

डीडी/धनाकर्ष क्रमांक: 585868; रक्कम: 30000 रु.; दिनांक: 12/03/2005

ISS. 14400

Customer Copy

Deposit Br. ~~14400~~ Date: 17/3/05

Pay to: Acct Stamp Duty Mumbai

Franksing Value	Rs.	144000	-
Service Charges	Rs.	10	-
Total	Rs.	144010	-

Name of Stamp duty paying party :
MR. PRAVIN KUMAR AGARWAL

MRS. JATISNA PRAVIN

Received with ~~frank~~
Rs. 144000 w...:ds
 PAY TO BIREGISTRAR'S DUTY
 DISTRICT OFFICE, MUMBAI dtc
 12/03/2005
 Drawn on Bank of Maharashtra
 * The State Bank of India
 Mumbai
 MUMBAI REGION
 TRAN ID: 144010
 (For Bank Use only)
 Franking Sr.No. **30010**
 Officer **Asinotasi**

ICICI BANK LTD FRANKING DEPOSIT SLIP

(1) **SYNCHEM CHEMICALS (I) PVT. LTD.** for its division known as 'Landmark Builders' and (2) **KHANDELWAL ESTATES PRIVATE LIMITED**, both partners of **M/S. PRANIK LANDMARK ASSOCIATES**, a registered partnership firm having their office at 159, CST Road, Kalina, Santacruz (E), Mumbai - 400 098 hereinafter referred to as the "Owner" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivors of them and the successor/s of the last surviving partner) of the Second Part

AND

NIRLON LTD, a Company incorporated and registered under the Companies Act 1956 and having its registered Office at Nirlon Compound Western Express Highway Goregaon (E) Mumbai 400063, hereinafter referred to as the '**Confirming Party**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Third Part

AND

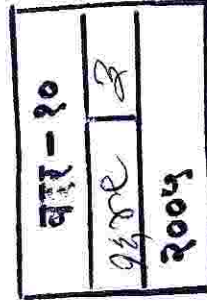
MR. PRAVIN KUMAR AGARWAL
MRS. JYOTSNA PRAVIN AGARWAL

both Indian Inhabitant/s, having his/hers/its/their address at Goruda Aviation Services Pvt. Ltd., S. Kanyakumari, Sir M.V. Marg, Andheri (E), Mumbai 400069.

hereinafter referred to as the '**Purchaser/s**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its respective heirs, executors, administrators and assigns ~~and the partner/s~~ for the time being of the said firm, the survivors of them and the successor/s of the last surviving partner/successor/s or Assigns) of the Fourth Part

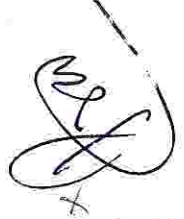
WHEREAS:

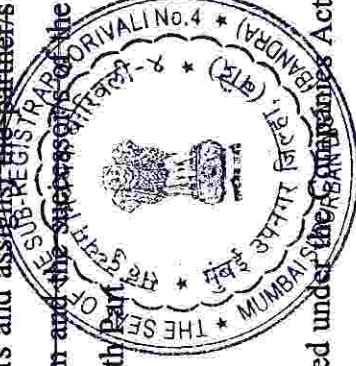
- A) Nirlon Ltd, a company incorporated and registered under the Companies Act 1956 and having its registered office at Nirlon Compound Western Express Highway, Goregaon (E) Mumbai 400063 (hereinafter referred to as 'Nirlon')



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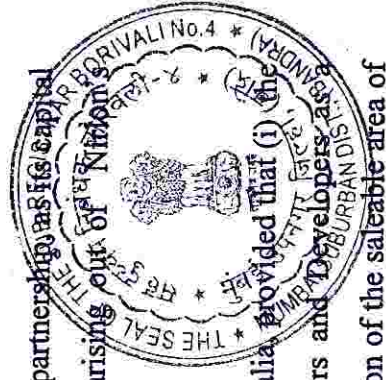
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Pravin



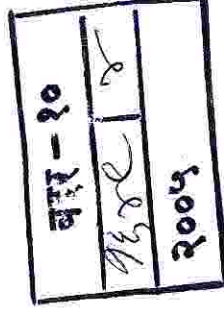
is well and sufficiently entitled to a piece or parcel of land admeasuring 44,763.98 sq. meters, situate at Village Pahadi, Goregaon within Greater Mumbai, hereinafter referred to as 'Nirlon's property'.

B) The Additional Collector and Competent Authority under the Urban Lands (Ceiling & Regulation) Act 1976 has by its Order passed with section 8(4) of the said Act, bearing No. C/ULC/6(i)/SRVII-162A/1218 dated 21.5.1994 held that there is no surplus vacant land in the hands of Nirlon.

C) By a Deed of Partnership dated 1/10/1995 made between Pranik Shipping and Services Limited, a company incorporated and registered under the Companies Act, 1956 and having its registered office at 114, Maker Chambers VI, 220 Nariman Point, Mumbai - 400 021, (hereinafter referred to as 'Pranik') of the First Part, Landmark Builders Pvt. Ltd., a company incorporated and registered under the Companies Act, 1956 and having its registered office at 159, CST Road, Kalina, Santacruz (E), Mumbai - 400 098 (hereinafter referred to as 'Landmark') of the Second Part and Nirlon therein referred to as the Party of the Third Part, Nirlon was admitted as a partner to the existing firm of M/s. Pranik Landmark Associates (PLA)(constituted under a Deed of Partnership dated 14/1/1995 between Pranik and Landmark), whereby Nirlon brought into partnership as his capital contribution, the saleable area of 3,50,000 sq.ft. arising out of Nirlon's property.



D) The said Deed of Partnership dated 1/10/1995, inter alia, provided that (i) the said partnership shall carry on business as Builders and Developers of a single venture project of development and exploitation of the saleable area of 3,50,000 Sq.ft. in the manner therein set out and (ii) the profits of the partnership business would be shared in the proportion of 48% to Pranik, 48% to Landmark and 4% to Nirlon; whereas the losses would be shared in the proportion of 50% by Pranik and 50% by Landmark

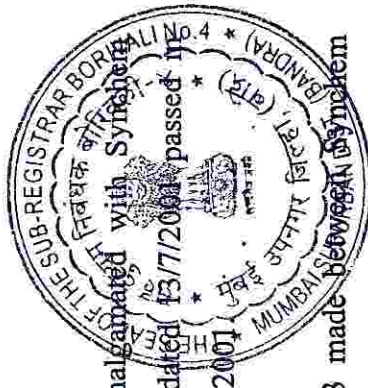


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E) By a Deed of Retirement dated 31/3/2000 Pranik retired from the said partnership and Landmark and Nirlon agreed to continue the partnership in the firm, name and style of M/s. Pranik Landmark Associates on the terms and conditions as set out in the said Deed of Retirement.

F) By a Supplemental Agreement dated 8/5/2000 entered into between Landmark of the One Part and Nirlon of the Other Part, (as supplemental to the said Deed of Partnership dated 1.10.1995) it was, inter alia, agreed that the portion of Nirlon's property, to be used for the project of the partnership (i.e. for the exploitation of the saleable area of 3,50,000 sq. ft. brought into partnership by Nirlon under the Deed of Partnership dated 1/10/1995) would be identified and sub-divided. Accordingly it was agreed and recorded that the project of the said partnership would be located on the plot admeasuring 27,882 sq. meters or thereabouts to be carved out of Nirlon's property, and is shown by red wash on the plan thereof being **Annexure '1'** hereto and more particularly described in the First Schedule hereunder written and hereinafter referred to as the "Owner's property." It was further agreed that the balance area shall remain with Nirlon. The said Supplemental Agreement, inter alia, further provided that the TDR benefits available to the Owner's property would be available to the Owner and the Owner would be entitled to purchase the TDR (including Slum T.D.R.) and load the same on the Owner's property.

G) The said Landmark Builders Pvt. Ltd. was amalgamated with Syntex Chemicals (I) Pvt. Ltd. by virtue of an Order dated 13/7/2001 passed in the Bombay High Court Company Petition No.484 of 2001.



H) By a Deed of Partnership dated 1st April 2003 made between Syntex Chemicals (I) Private Limited for its division known as Landmark Builders of the First Part Nirlon of the Second Part and Khandelwal Estates Private Limited of the Third Part, Khandelwal Estates Private Limited has been admitted as a partner of the existing firm of PLA.

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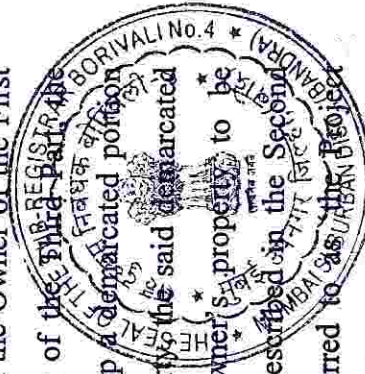
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I) By a registered Development Agreement dated 28th July 2003, made between Nirlon of the One Part and Synchem Chemicals (I) Private Limited for its divisions known as 'Landmark Builders' and Khandelwal Estates Private Limited partners of PLA, the vesting of the unencumbered development rights in respect of the Owner's property described in the First Schedule hereunder written in favour of PLA was confirmed

J) By a Deed of Retirement dated 28th July 2003 made between Nirlon as the retiring partner of the One Part And Synchem Chemicals (I) Private Limited for its division known as Landmark Builders and Khandelwal Estates Private Limited as the continuing partners of the Other Part, Nirlon retired from the said partnership and Synchem Chemicals (I) Private Limited and Khandelwal Estates Private Limited agreed to continue the partnership in the said firm name and style of M/s. Pranik Landmark Associates.

K) The said Development Agreement dated 28th July 2003 is valid and subsisting and the Owner is absolutely entitled to the development rights to the extent of the saleable area of 3,50,000 sq. ft for being constructed on the Owner's property with the right to acquire and use the TDR permissible thereon.

L) By a Development Agreement dated 6th November 2003 registered under Serial No. BDR-2/8190/03 executed by and between the Owner of the First Part, Nirlon of the Second Part and the Developer of the Third Part, the Owner granted to the Developer the right to develop a demarcated portion admeasuring 8,537 sq. mts out of the Owners property, the said demarcated plots admeasuring 8,537 sq.mtrs. out of the Owner's property to be developed by the Developer is more particularly described in the Second Schedule hereunder written and is hereinafter referred to as the 'Project Property', with the intent that the Developer shall develop the Project Property, by constructing multi storied buildings for residential use, by consuming the total municipal FSI of 1,70,000 sq.ft. (including TDR-FSI arising out of the Owner's property or by acquiring TDR-FSI of other



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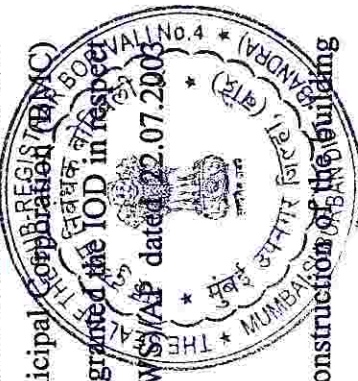
properties) to be made available by the Owner to the Developer in the manner set out in the said Agreement and also to sell the various flats in the new building on what is known as ownership basis or otherwise disposing off the same, for the consideration and on the terms and conditions therein set out.

M) The Owner had the Owner's property sub-divided from the Nirlon's property and the said sub-division has been sanctioned by BMC as well as by the City Survey Authorities. Hereto annexed and marked as **Annexure '2'** is a copy of the P. R. Card in respect of the Owner's Property.

N) In pursuance of the said Development Agreement dated 6.11.2003, the Owner has demarcated a portion admeasuring 8,537 sq. meters out of the said Owners' property, being the 'Project Property' more particularly described in the Second Schedule hereunder mentioned and is shown by yellow wash on the plan of the Owners' property annexed hereto and marked as **Annexure 1** hereto.

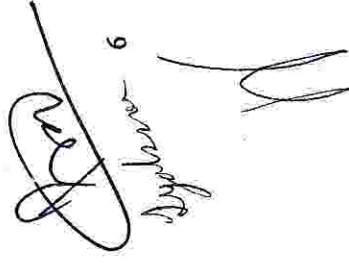
O) Simultaneously with the execution of the said Development Agreement, the Owner handed over the possession of the Project Property to the Developer for the purpose of development;

(P) In pursuance of the said Agreement, the Developer had the building plans of a multi-storeyed building comprising of 3 Towers, (to be named 'Raheja Sherwood') prepared through the Architects M/s. IAG Consultants Pvt. Ltd. and submitted the same to the Brihanmumbai Municipal Corporation (BMC) and all other concerned authorities. The BMC has granted the **IOD** in respect of the Tower No. B bearing No. CHE/8579/BP(W/S)/AF dated **22.07.2003** and Commencement Certificate dated 18.10.2003.



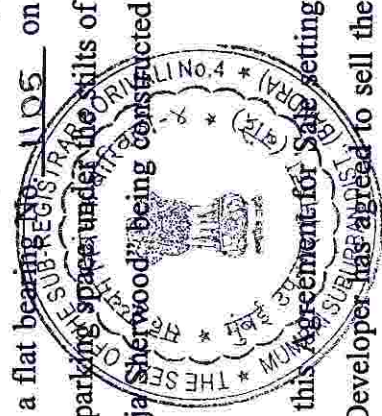
(Q) Accordingly, the Developer has commenced the construction of the building "Raheja Sherwood", comprising of three Towers 'A', 'B' and 'C' on the plan thereof annexed hereto as Annexure '1' on the Project Property, each Tower comprising of stilts and 16 Upper floors along with a clubhouse and other

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recreational facilities as per the sanctioned plans, the 15th and 16th floors being penthouses on the A, B and C Towers of the said building.

- (R) In pursuance of the terms of the said Development Agreement dated 6.11.2003, the Developer is entitled to deal with and dispose of the various flats/garages in the said building/Towers inter-alia on what is known as 'ownership basis'.
- (S) The Purchaser/s has/have demanded from the Developer and the Developer has given to the Purchaser/s inspection of all the title documents relating to the Project Property, the Letter of Intent and a further letter issued by the office of the Additional collector and Competent Authority under the ULC Act, the plans, designs and specifications in respect of the said new building/wings prepared by the Developer's Architects and of all documents specified under the Maharashtra Ownership Flats (Regulation of Promotion, Construction, Sale Management and Transfer) Act 1963 (hereinafter referred to as the said Act) and the Rules made thereunder.
- (T) M/s. Kanga & Co. Advocates & Solicitors of the Developer have investigated the title of the Developer to the development rights in respect of the Project Property and have issued the Title Certificate, a copy whereof is annexed hereto and marked as Annexure '3'.
- (U) The Purchaser/s is/are desirous of acquiring a flat bearing No. 1105 on the 11th floor in Tower 'A' and a car parking space under the silts of the said Tower in the building named "Raheja Sherwood" being constructed on the Project Property.
- (V) The parties hereto are desirous of executing this Agreement for Sale setting out the terms and conditions on which the Developer has agreed to sell the said flat to the Purchaser/s herein.



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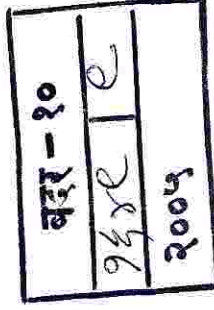
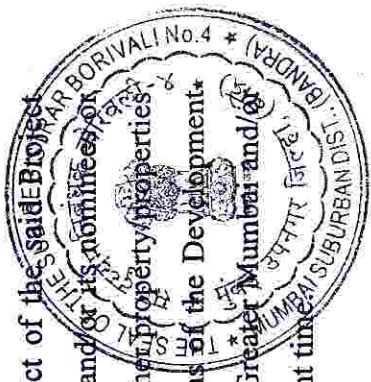
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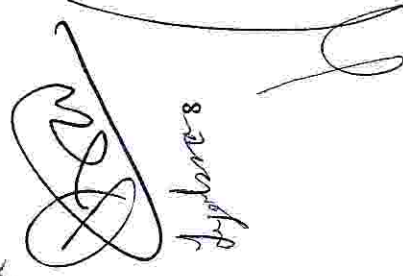
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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED, DECLARED, RECORDED AND CONFIRMED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The aforesaid recitals shall be treated as forming an integral part of the operative portion of this Agreement
2. The Developer has commenced construction on the Project Property of the proposed building "Raheja Sherwood" comprising of three Towers - 'A', 'B' and 'C', each Tower comprising of stilts and 16 upper floors along with a clubhouse and other recreational facilities in accordance with the plans, designs and specifications approved by the Municipal Corporation of Greater Mumbai and which have been seen and approved by the Purchaser/s with such variations and modifications as the Developer may consider necessary and/or as may be required by the concerned local authority/Government to be made in them or any of them, Provided that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the area of the said Flat agreed to be acquired by the Purchaser/s under this Agreement, provided further, that the Developer shall have an unfettered right to construct additional floors on the proposed building without requiring any consent in that regard from the Purchaser/s inter alia for the purpose of utilizing any additional F.S.I. which is or which may hereafter become available in respect of the said Project Property or by virtue of acquisition by the Developer and/or its nominees or assigns, of Transferable Development Rights of any other Property Properties (hereinafter referred to as 'TDR') under the provisions of the Development Control Regulations of the Municipal Corporation of Greater Mumbai and/or any other rules and regulations prevailing at the relevant time
3. So long as it does not in any way affect or prejudice the right of the Purchaser/s in respect of the said Flat, the Developer shall be at liberty to sell, convey and transfer or otherwise deal with all other Flats and spaces in the




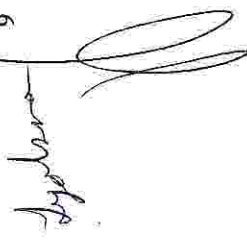
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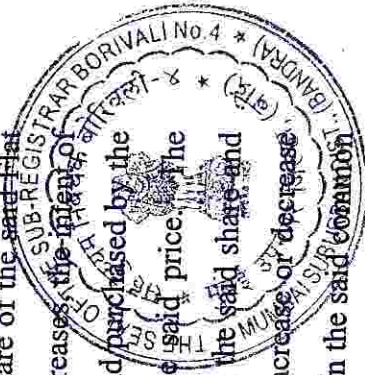
said building or otherwise deal with its right, title and interest in the Project Property and /or in the said building in any manner it may deem proper

4. The Purchaser/s hereby agree/s to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s, subject to what has been recited hereinabove and stipulated hereinafter,

(a) Flat bearing No. 1105, (admeasuring 812-97 sq. ft. i.e. 75-53 sq. mtrs. built-up area, including the area of the balconies) on the 11th floor in Tower 'A' of the building 'Raheja Sherwood', and more particularly described in the Third Schedule hereunder written shown on the floor plan thereof hereto annexed by red boundary lines and marked Annexure '4', at or for the consideration of Rs. 30,04,750/- (Rupees Thirty Lacs Four Thousand Seven Hundred Fifty only.) which includes the proportionate price of the common/limited common areas and facilities appurtenant to the said flat, the nature, extent and description of which common/limited common areas and facilities are more particularly described in the Fourth Schedule hereunder written. The proportionate share of the Purchaser/s in the said common areas and facilities is liable to be increased or decreased in the event of there being a change/s in the building plans .It is specifically agreed that the apportionment of the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of the undivided share of the said flat in the common areas and facilities increases or decreases ~~the price of~~ the parties being that the said Flat being sold to and purchased by the Purchaser/s with all the appurtenant rights for the said price. The Purchaser/s expressly consent/s to such changes in the said share and hereby expressly authorizes the Developer to so increase or decrease the said share of the Flat and/or of the Purchaser/s in the said common areas and facilities and limited common areas and facilities of the said building and the Purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid, and

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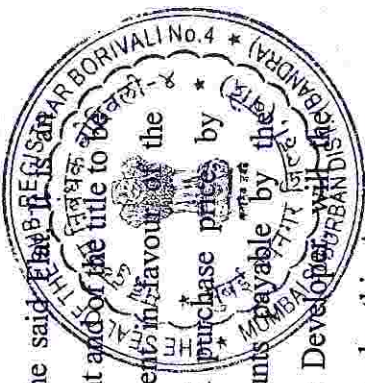


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(b) One car parking space admeasuring approximately 120 sq.ft. under the stilts of the said Tower 'A' for a consideration of Rs. 2,00,000/- (Rupees Two Lacs only).

5. The Purchaser/s has/have paid a sum of Rs. 16,02,373/- (Rupees Sixteen Lacs Two Thousand Three Hundred Seventy Seven only) or before the execution hereof as part earnest amount towards the said flat (the payment and receipt whereof the Developer doth hereby admits and acknowledges and of and from the same discharge the Purchaser/s forever). The balance consideration of Rs. 16,02,373/- (Rupees Sixteen Lacs Two Thousand Three Hundred Seventy Three only) shall be paid by the Purchaser/s to the Developer in the manner set out in Annexure '5' hereto. The said flat together with the said car parking space and the said proportionate interest in the common area and facilities are hereinafter collectively referred to as 'the said Flat'.

6. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price and other payments (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Developer shall in respect of the consideration and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien and charge on the said Flat. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the said Flat under this Agreement in favour of the Purchaser/s, that only if the full amount of the said purchase price by installments as aforesaid, as well as all other amounts payable by the Purchaser/s hereof are paid by the Purchaser/s to the Developer, with the Purchaser/s has/have or be entitled to claim any rights under this Agreement and/or in respect of the said Flat.

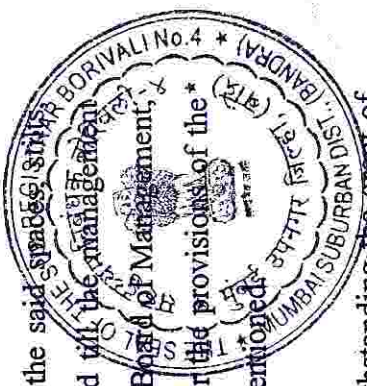


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7. The Purchaser/s shall not make any claim for damages or abatement in the agreed purchase price on any account whatsoever, including the facts mentioned below :-

- (a) The Purchaser/s will not have any access or right to use the terrace on the 17th floor;
- (b) The Purchaser/s will have to bear the inconvenience, noise, irritation and nuisance which would be caused when the Developer undertakes the construction of the other two wings;
- (c) The Developer intends to and may retain for itself and may not sell to others and may let/lease out or give on Leave and License basis, some or even substantial number of flats in the said building;

8. The Purchaser/s shall have no claim, save and except in respect of the said Flat No. 1105 and the said car parking space agreed to be sold to him/her/it/them. All open spaces, lobbies, staircases, parking spaces, stilts, gardens, terraces and other Flats and spaces (including unallotted Flats) in the said building, will remain the property of the Developer until the said building and the land underneath the said building is transferred to the Association of Apartment holders of the said building subject, even then, to the rights of the Developer as herein stated and the rights of the persons to whom the Developer may allot and /or sell and/or give rights in respect of the said spaces, lobbies, terraces and other flat and spaces and will the management thereof shall be taken over by the Managing Committee/Board of Management, as the case may be the Association to be formed, under the provisions of the Maharashtra Ownership Flats Act, 1970 as hereinafter mentioned.



9. It is also expressly agreed and understood that notwithstanding the grant of right of use in respect of the top terrace of the said building, in the event of the Developer obtaining permission from BMC to construct one or more floors on the building as presently planned, the Developer shall be entitled to

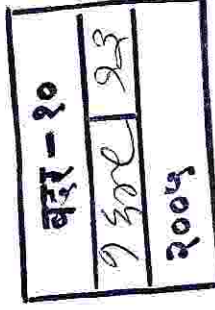
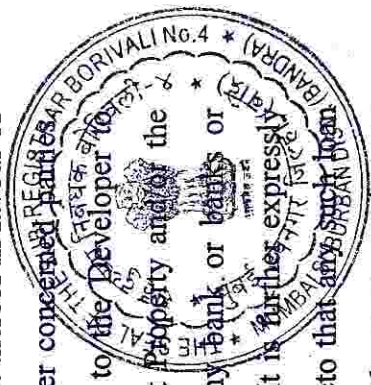
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construct additional floors on the top terrace and the holder of the exclusive right in respect of the said terrace shall not be entitled to object to the same. Further the Developer shall be entitled to dispose of the Flats in such additional floors to any person or party whatsoever, on such terms and conditions and at such consideration as the Developer may in its absolute discretion, deem fit. If such additional floors are constructed / disposed off after the formation and registration of the Association of Flat holders, such Association shall be bound to admit the Purchaser/s of such additional Flats as its members.

10. The Developer will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc., of the Developer, and/or its Group Companies, (hereinafter referred to as the displays) with various devices (including electronic, laser and neon signs) in one or more places in the said Building therein including, on open spaces/s, the terraces of the said Buildings and/or any parts of the building if it so desires. The Developer and/or its Group Companies will not be liable to make any payment of any nature to the Association of Purchasers in the said building in respect of the said displays.

11. The Purchaser/s hereby agree/s, record/s and confirm/s having given his/her/its/their consent to the Developer to raise any loan against the Project Property and the building/s under construction and to mortgage the same and/or create any charge, lien or encumbrances in respect thereof in favour of any bank or banks or financial institutions or any other concerned parties. The Purchaser/s also confirm/s having given consent to the Developer to create collateral security in respect of the said Project Property and/or the building/s under construction thereon in favour of any bank or banks or financial institutions or any other concerned parties. It is further expressly agreed and understood by and between the parties hereto that any such loan liability or facility granted to the Developer in so far as the same pertain to or affects the said Flat directly, shall be discharged and cleared by the Developer at its own cost and expenses before the possession of the said Flat

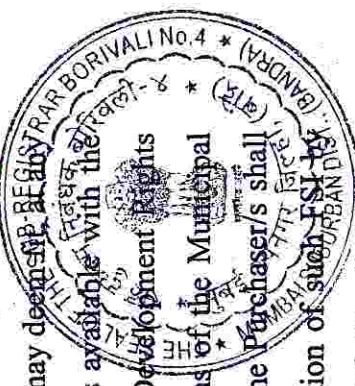


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is handed over to the Purchaser/s in terms of this Agreement, so that the said Flat will become free from encumbrances before possession thereof is handed over to the Purchaser/s.

12. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser/s for occupation, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Flat.

13. The Developer hereby declares that the area of the Owners property as per P.R. Card, is 8,537 square metres only and that the entire FSI available in respect of the Owners property will be utilized by the Developer in the building/s to be constructed on the said Project Property in the manner sanctioned by the Municipal Corporation of Greater Mumbai and that no part of the said floor space index has been or will be utilized by the Developer elsewhere for any purpose whatsoever. The Developer shall also be entitled to utilize the additional FSI by way of Transferable Development Rights (TDR) to the maximum extent permissible. The residual F.S.I. (if any) of the said property (including TDR-FSI) which is not consumed, will always be available to the Developer. It is hereby specifically agreed by and between the parties hereto that the Developer shall have an absolute right to use and utilize, on the Project Property, in whatsoever manner it may deem fit, at any time hereafter, the FSI obtained or procured or which is available with the Developer by virtue of acquisition of the Transferable Development Rights (i.e. T.D.R.) under the Development Control Regulations of the Municipal Corporation of Greater Mumbai, which are in force. The Purchaser/s shall not be entitled to object to or interfere with the utilization of such FSI by virtue of acquisition of T.D.R. on the Project Property by the Developer or its nominees or assigns at any time hereafter.



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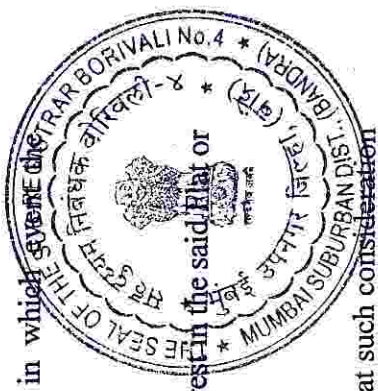
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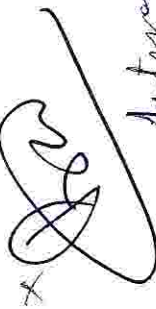
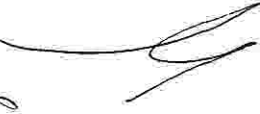
14. The Developer hereby agrees that it shall, before the execution of a Deed of Conveyance or any other document of transfer of the Project Property in favour of a society/limited company/corporate body/condominium to be formed of the acquirers of flats/car parking spaces in the building to be constructed on the Project Property, ensure that the Project Property is free from all encumbrances and that the Developer has absolute, clear and marketable title to the said Project Property so as to enable the Developer to convey to the society/limited company/corporate body/condominium such absolute, clear and marketable title. The conveyance shall be in such form and contain such terms and conditions as the Developer may in its absolute discretion determine.

15. The Purchaser/s agree/s to pay to the Developer interest at - 18 % per annum on all amounts, which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amounts become payable by the Purchaser/s to the Developer, till payment and/or realization.

16. In the event of the Purchaser/s making any default in payment of any installment of the purchase price and/or other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 15 days notice to be sent by the Developer to the Purchaser/s to remedy the breach, the Developer will be entitled to terminate this Agreement in which ~~event~~ ^{event} in the said Flat or consequences hereinafter set out shall follow:-

- (a) the Purchaser/s shall cease to have any right or interest in the said Flat or any part thereof,
- (b) the Developer shall be entitled to sell the said Flat at such consideration and on the terms and conditions to such other person or party as the Developer may in its absolute discretion deem fit,



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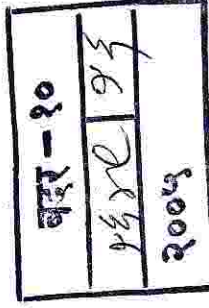
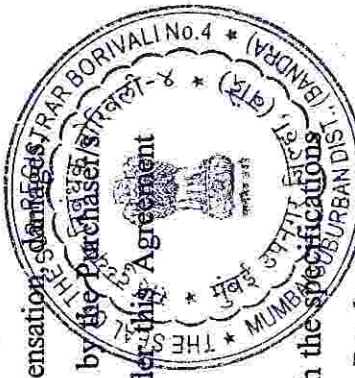
बंदरा - १०
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(c) on the realization of the entire sale consideration from the Purchasers of the said Flat the Developer shall refund to the Purchaser/s the amount paid by the Purchaser/s to the Developer in pursuance of this Agreement after deducting therefrom -

- (i) 20% of the purchase price/earnest money of the said Flat (which is to stand forfeited by the Developer)
- (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement
- (iii) the amount of interest payable by the Purchaser/s to the Developer in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid
- (iv) in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit, and
- (v) the costs incurred by the Developer in finding a new buyer for the said Flat .

(d) The Developer shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Developer shall not be liable to pay to the Purchaser/s any interest, compensation or damages, costs, otherwise. The said amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat.

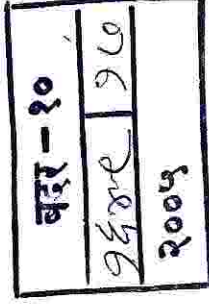
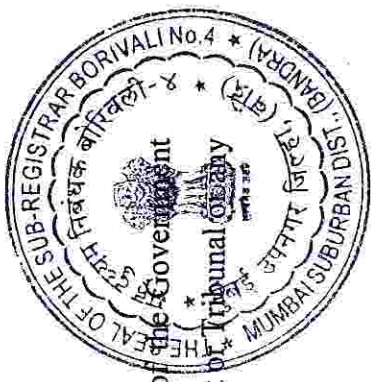
17. The Developer shall give possession of the said Flat (with the amenities specified in Annexure '6' hereto) to the Purchaser/s on or before 31st December 2005. If the Developer fails or neglects to give possession of the said flat to the Purchaser/s on account of reasons beyond its



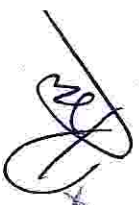
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control and of its agents as per the provisions of Section 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, (hereinafter, for the sake of brevity, referred to as "MOFA"), by the aforesaid date or by the date or dates prescribed in Section 8 of MOFA, the Developer shall be liable, on demand, to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with simple interest at 6 % per annum from the date the Developer receives the same till the date the amounts and interest thereon are repaid, Provided that by mutual consent it is hereby agreed that the dispute as to whether the stipulations specified in Section 8 have been satisfied or not will be referred to the arbitration of an independent person nominated by the Developer who will act as a sole Arbitrator. Till the entire amount and interest thereon is refunded by the Developer to the Purchaser/s there shall, subject to prior encumbrances if any, be a charge on the said Flat as well as the construction or the building in which the said Flat is situated or were to be situated, provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date if the completion of the building in which the said Flat is to be situated is delayed on account of:-

- (i) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (ii) war, civil commotion or an act of God;
- (iii) Any notice, order, rule, notification or directive of the Government and / or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority
- (iv) Other force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developer or its agents.



18. The Purchaser/s shall take possession of the said Flat within seven days of the Developer giving written notice to the Purchaser/s intimating that the said Flat is ready with all the amenities/facilities set out in the list being Annexure '6' hereto. Upon possession of the said Flat being delivered to the Purchaser/s, he/she/it/they shall be entitled to the absolute use and occupation of the said Flat/s ~~and as incidental thereto a open car parking space in the compound of/in the said building.~~ Upon the Purchaser/s taking possession of the said Flat he/she/it/they shall have no claim against the Developer in respect of any item of work in the said Flat which may be alleged not to have been carried out or completed. The only liability and responsibility of the Developer shall be the statutory liability under Section 7(2) of the said Act.

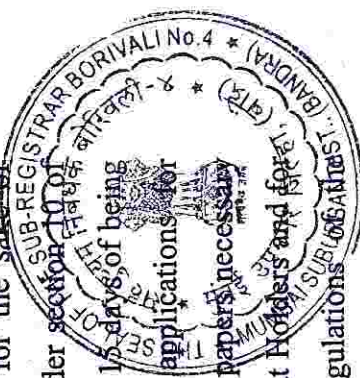


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19. The Purchaser/s shall use the said Flat (excluding the car parking) or any part thereof or permit the same to be used only for the purpose of residence. The Purchaser/s shall use the said car parking space so allotted to him/her/it/them for the purposes of parking his/her/its/their light vehicles only. The Purchaser/s agree/s not to use the same for any purpose which is not permitted under law.

20. The Purchaser/s, along with the other acquirers of Flats/units in the proposed building shall join in forming and registering a co-operative society or a limited company or any other corporate body or condominium to be known by such name as the Developer may decide (hereinafter for the sake of brevity referred to as the "Association of Flat holders") under section 10 of MOFA and for this purpose, also, from time to time, within 15 days of being called upon to do so, sign and execute the necessary applications for registration and / or membership and other documents and papers necessary for the formation and registration of such Association of Flat Holders and for becoming a member, including the bye-laws, rules, regulations of the proposed Association of Flat holders. PROVIDED ALWAYS and it is hereby expressly agreed that -

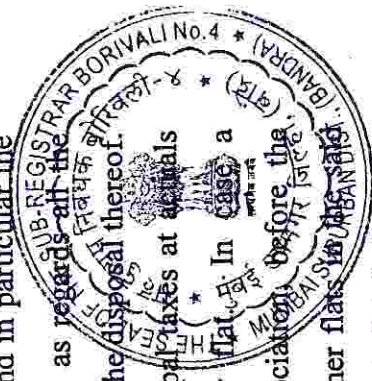


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- a) It shall be at the discretion of the Developer, to decide whether to submit the land and the new building to the provisions of the Maharashtra Apartments Ownership Act 1970 thus according a Condominium or a Co-operative Society should be registered or a Limited Company should be incorporated, whichever is applicable.
- b) The Purchasers/ shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Developer and of the other purchasers of the other Flats in the building/s.
- c) The Developer shall not be obliged to form the Association, unless the Developer has received full payment of all amounts due and payable to it by all the purchasers of flats in the said building.
- d) In the event of the Association being formed and registered before the sale and disposal by the Developer of all the flats and other Flat/s in the said building, the power and authority of the Association so formed or of the Purchaser/s and all the purchasers of other Flats in the said building, shall always be subject to the overall authority and control of the Developer in the respect of any of the matters concerning the said building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Developer has the absolute authority and control as regards all the unsold flats and other flat in the said building and the disposal thereof. The Developer shall be liable to pay the municipal taxes at annuals only in respect of the unsold flats and other flat. In case a Conveyance is executed in favour of the Association before the disposal by the Developer of all the flats and other flats in the said building, then and in such event, the Developer shall join in as the Promoters/members in respect of such unsold flats and flat and as and when such flats are sold to the persons of its choice and at the



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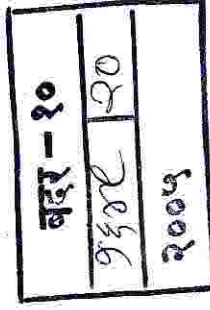
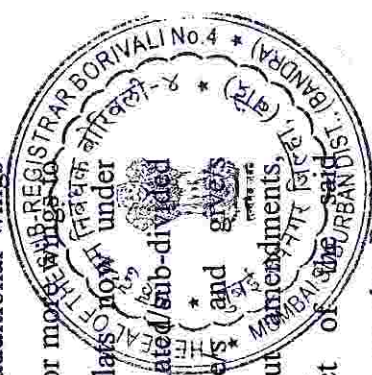
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discretion of the Developer, the Association as the case may be, shall be bound to admit as members the purchaser/s of such Flat/s without charging any premium or other extra payment or charges.

e) The Purchaser/s and / or Organization (as the case may be) shall not raise any objection and/or cause any hindrance in the exercise of all or any of the aforesaid rights by the Developer, the intention being that the right of the Purchaser/s shall be limited to the said Flat agreed to be purchased by the Purchaser/s with the amenities therein agreed to be provided by the Developer as set out in the Annexure 6 annexed to the Agreement.

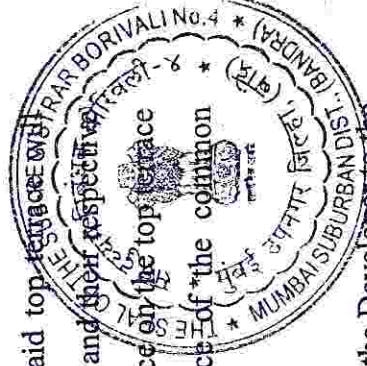
21. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer may develop the Project Property in such a phased manner as the Developer may determine, even if the Developer may have completed the construction of the said Flats hereby agreed to be sold to the Purchaser/s in as much as the Developer may, at its absolute discretion or as required by the concerned authorities, from time to time and for that purpose vary, amend and/or alter the plan of the building/s, amalgamate the Project Property with any other adjoining property and/or sub-divide the same or any part thereof after such amalgamation and as a part of such variation, amendment and/or alteration in the plan aforesaid, the Developer may also construct additional floors on the building being constructed on the Project Property and/or additional, independent structures and/or additional wings and/or additional construction by way of extension of one or more wings to the proposed buildings/flats and also to the building/flats now under construction on the Project Property and/or of such amalgamated/sub-divided property. The Purchaser/s hereby irrevocably agrees and gives his/her/its/their consent to the Developer to carry out amendments, alterations, modifications and/or variations in respect of the said building/flats and put up additional structures/buildings on the Project Property. The Purchaser/s hereby agree/s to give all the facilities and assistance that the Developer may require from time to time, but at the cost



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and expenses of the Developer, so as to enable the Developer to complete the development of the Project Property in the manner that may be determined by the Developer. Unless it is otherwise agreed to by and between the parties hereto, the Developer shall, within six months of registration of the society/corporate body/condominium as aforesaid, but only after the completion of the whole project of development inter alia of the said property or earlier at the option of the Developer, execute a Deed of Transfer and/or Conveyance shall be prepared by the Advocates of the Developer. The Advocates and Solicitors of the Developer shall prepare and/or approve as the case may be, the Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws and/or the Memorandum and Articles of Association in connection with the formation and registration and/or incorporation of the Association. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of the Conveyance and all other documents and also the documents for formation of the Association, shall be borne and paid by the Purchaser/s of the building in the same proportion as the built up area of the Flat bears to the total area of all the flat in the said building.

22. The Developer has also informed the Purchaser/s and the Purchaser/s is/are aware that the top terrace on the 17th floor level shall belong to the Developer. The Developer will be entitled to deal with and dispose off the same in such manner as they may, in their absolute discretion, deem fit and the same shall be binding on all Purchaser/s. PROVIDED HOWEVER that the Developer or the holder for the time being of the said top terrace shall allow the office bearers of the Association of flat holders and their respective authorized representatives to have access to the said terrace on the top floor for the purpose of inspection, repairs and maintenance of the common utilities and services located thereon.

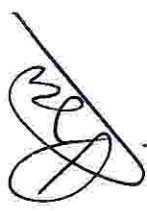


23. Commencing a week after a notice in writing is given by the Developer to the Purchaser/s that the said Flat is ready as aforesaid, the Purchaser/s shall be

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liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoing in respect of the said Flat and the said building being constructed thereon, namely, local taxes, betterment charges and all other levies levied by the concerned local authority and/or Government, water charges, insurance, charges for 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 Project Property and the said building. Until a society/limited company/corporate body/condominium is formed and the said building transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoing as may be determined by the Developer.

The Purchase/s further agree/s that the Purchaser/s shall pay to the Developer a sum of Rs. 60,600/= (Rupees Sixty Thousand *
Six Hundred only)


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as and by way of deposit towards the said outgoing. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and shall remain with the Developer, subject to payment therefrom of the proportionate outgoing as aforesaid, until a Deed of Conveyance/Transfer mentioned hereinabove is executed in favour of the society/limited company/corporate body/condominium to be formed as aforesaid. On such Deed of Conveyance/Transfer or other document of transfer being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developer to the society/limited company/corporate body/condominium as the case may be. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.



24. So long as the various Flats in the said building shall not be separately assessed by BMC or any other relevant authority for the purpose of property taxes, water charges and rates the Purchaser/s shall pay the proportionate share of such taxes, rates, and other outgoing assessed on the whole building. Purchaser/s shall tentatively pay Rs. 4500/= approx. per month to the

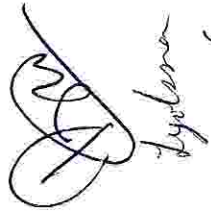

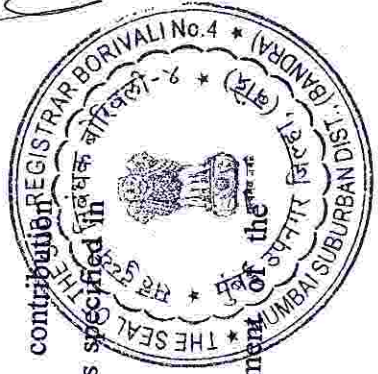


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Developer for the above which shall be paid in advance on or before the 5th day of each month. The above amount, unless paid on their respective dates when due, shall attract interest at the rate of 18% per annum, from the date of the amount becoming due till its actual payment and in case any amounts are not paid inspite of they having fallen due then the Developer shall be entitled to adjust such arrears against amount of deposit lying with the Developer as mentioned in Clause 23 herein and the Purchaser/s shall reimburse to the Developer the said amounts so deducted and shall always maintain with the Developer the said amounts of deposits as mentioned in Clause 23 herein.

25. The Purchaser/s shall on or before taking delivery of possession of the said flat, keep deposited with the Developer the following amounts:-

- (i) Rs. 5000/- - for legal charges, for formation and registration of the Association, * 
- (ii) Rs. 350/- for share money, application entrance fee of the Association, * 
- (iii) Rs. 8500/- towards deposit in respect of water and electric meter payable to the Public Authorities,
- (iv) Rs. 60,600/- as the deposit for proportionate contribution towards the maintenance and other incidental charges as specified in clause 23 above * 
- (v) Rs. 25000/- as contribution for the development of clubhouse and recreational facilities.
- (vi) Rs. 14,140/- as Development charges @Rs. 14/- /sq ft.
- Total Rs. 1,07,590/-

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In case there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Developer his/her/its/their proportionate share to make up such deficit.

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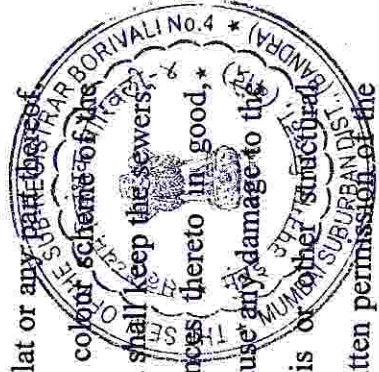
26. The Developer shall utilize the sum of Rs. 5000/= (Rupees five Thousand only) paid by the Purchaser/s to the Developer for meeting all legal costs, charges and expenses including professional casts of the Attorney-at-law/Advocates of the Developer in connection with the formation of the Association, as the case may be, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Conveyance.

27. The Purchaser/s for himself/herself/itself/themselves with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby covenant with the Developer as follows:-

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a) **TO USE** the said Flat (excluding the car parking space) for residential purposes and the said car parking space under the stilts/~~in~~ ~~the~~ ~~compound~~ of the said building for parking his/her/its/their light vehicles only and for no other purpose whatsoever.

b) **NOT TO** demolish or cause to be demolished the said Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour ~~scheme of the~~ building in which the said Flats are situated and shall keep the sewer, drains, pipes in the said Flat and appurtenances thereto in good, tenable repair and condition and shall not cause any damage to the columns, beams, walls, slabs, or RCC Partis or other structural members in the said flat without the prior written permission of the Developer and/or the society/limited company/corporate body/condominium to be formed as aforesaid.



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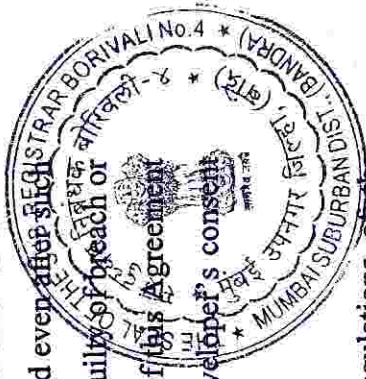
c) **NOT TO** do or permit to be done any act or thing which may render void or voidable any insurance of the Project Property and the building in which the said Flats are situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

d) **NOT TO** throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Property and the building in which the said Flat is situated;

e) **TO BEAR** and pay from the date of taking possession of the said Flats, his/her/its/their proportionate share that may be determined by the Developer from time to time, of outgoings in respect of the Project Property including the insurances, all taxes, water charges, charges for installation, repairs and maintenance of common lights, charges for sweepers, watchmen and security service, sanitation, additions and alterations, paintings, colour, washing, etc. and all other expenses incidental to the management of the Project Property. Such payment shall be made by the Purchaser/s on or before the 5th day of each and every calendar month in advance whether demand therefore is made or not,

f) **NOT TO** transfer or assign the Purchaser's interest in or benefit of this Agreement until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained the Developer's consent in writing to the same;

g) **TO ABIDE** by all the Bye-laws, Rules and Regulations of the Government, BMC, BSES Ltd. and all other Local and Public Bodies



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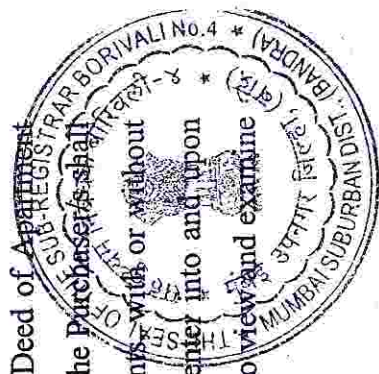
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and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.

h) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the said building, forthwith on being called upon to do so by the Developer/Condominium/Society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Developer / Condominium/Society at the costs and consequences of the concerned Purchaser/s.

i) **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Developer/Association of Apartment Holders/holders for the time being of any building/s/ and/or Apartments on the Project Property from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the Wings or Apartments to be constructed on the Project Property (passing through, under, along and/or above any portion of the Project Property) including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Till Deed of Apartment in respect of the said Flat/Apartment is executed, the Purchaser/s shall permit the Developer and his Surveyors and Agents with or without workmen and others, at all reasonable times, to enter into and upon the Flat and the said building or any part thereof to view and examine the state and condition thereof.

j) **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Developer and shall in any manner



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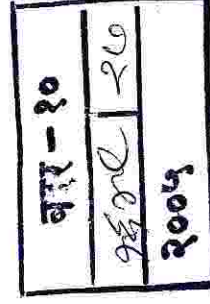
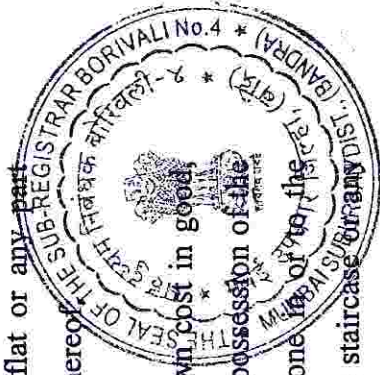
whatsoever and not to put up, under any circumstances, any construction or enclose the flower beds which have been permitted (approved) free of F.S.I in the plans already approved by B.M.C.

k) **TO INSTALL** air-conditioner/s only in the space/s provided in the said Flat for the same, if the Purchaser/s desire/s to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Flat or be required to be affixed / installed outside the said Flat, the Purchaser/s shall install/affix the same only after obtaining the Developer's prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may imposed by the Developer in respect of the same.

l) **TO OBSERVE** and perform all the rules and regulations which the society/limited company/corporate body/condominium 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 Flats therein.

m) **AFTER THE** possession of the said Flat is handed over by the Developer to the Purchaser/s to permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said flat or any ~~part~~ thereof to view and examine the state and condition thereof.

n) **TO MAINTAIN** the said Flat at the Purchaser's own cost in good repair and condition from the date of the possession of the said Flat is taken and not to do or suffer to be done by or to, the building in which the said Flat is situated, or to the staircase/Burjamy passages anything which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or



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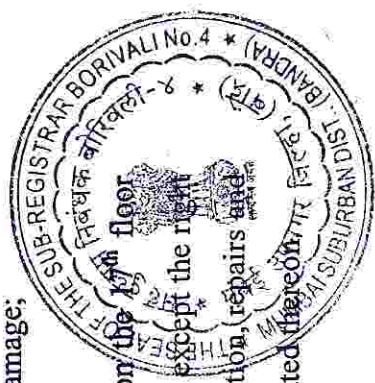
make addition in or to the building in which the said Flat is situated and/or to the said Flat or any part thereof;

o) **TO MAINTAIN** from the date the said Flat is notified by the Developer as being ready for use and occupation, at his/her/its/their own costs, the said Flat and to carry out all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which they were delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Building in which the said Flat is situated or the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the Developer or the concerned local authority and/or other public authority.

p) **NOT TO** store in the said Flat any goods which are hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated and not to carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other part of the building in which the said Flat is situate and in case if any damage is caused to the building in which the said Flats are situated or to the said Flat on account of negligence or default of the Purchaser/s in this behalf, to make good the said damage;

q) **NOT TO** claim any right or interest in the terrace on the 1st floor level, (which shall belong to the Developer) save and except the right of access, to the top terrace for the purpose of inspection, repairs and maintenance to the common utilities and services located thereon;

r) **TO PAY** to the Developer within seven day of demand by the Developer his/her/its/their proportionate share of security deposit /



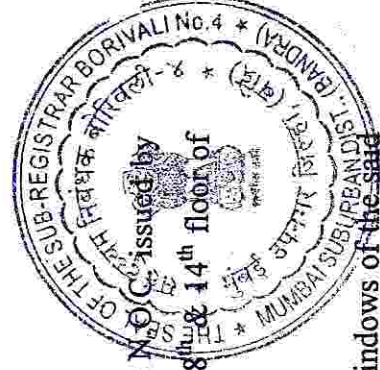
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premium / betterment charges / development levies demanded by the concerned local authority or Government, for giving water, electricity or any other service connection to the building in which the said Flat/s is/are situated.

- s) **TO BEAR AND PAY** increase in local taxes, water charges, insurance and such other levies, 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 Flat by the Purchaser/s viz. user for any purposes other than for residential purpose.
- t) **TO SIGN** all the necessary applications, papers, documents and do all acts, deeds and things as the Developer may require of her in order to become a member of the Association of flat holders to be formed as aforesaid.
- u) **TO PERMIT** the Developer and its servants and agents with or without workmen and other persons at all reasonable time, to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good, within three months after receiving a written notice, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.

v) **TO CONFIRM** to the terms and conditions of the N.O.C. issued by the Chief Fire in respect of the refuge area on the 8th & 14th floor of the said building.

w) **NOT TO** put up or install box grills outside the windows of the said Flat or in any other manner do any other act which would in the opinion of the Developer or the Association, as the case may be,



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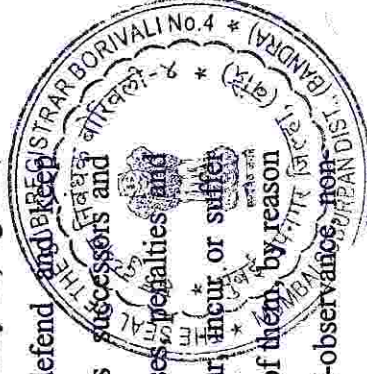
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affect or detract from the uniformity and aesthetics of the exterior of the said building.

x) The Purchaser/s hereby also agree/s and declare/s that he/she/it/they has/have accepted the various rights reserved in him/her/it/them as mentioned in the foregoing clauses and he/she/it/they will do all acts, deeds and things and shall act in a manner so as to uphold and affirm the said rights to be subsisting in the Developer and shall co-operate with and assist the Developer in affirming and exercising the said rights.

y) Payment of the various deposits under this Agreement by the Purchaser/s to Developer shall not entitle the Purchaser/s to make default in or delay making payment of the outgoings, etc., as provided in the Agreement.

z) The Purchaser/s is/are aware and understand that the Developer has entered into this transaction and have agreed to sell the said Flat to the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser/s to be observed, performed, fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and its successors and assigns, from and against all costs, charges, expenses, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may levied or imposed on them or any of them, by reason or virtue of arising out of any breach, violation, non-observance, non-performance, non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.



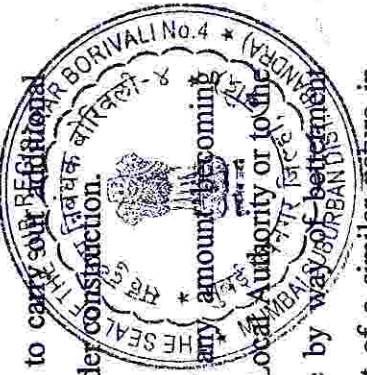
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28. The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said Flat or any part thereof without obtaining prior written permission of the Developer. The Purchaser/s shall keep the said Flat, its walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenable repair and condition and in particular the said building, so as to provide shelter to and protect the parts of the said building other than his/her Flat. The Purchaser/s shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the Flat to be allotted to him/her/it/them.

29. After the possession of the said Flat is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser/s of various Flats, in the said building at his/her/its/their own costs and the Developer shall not be in any manner be liable or responsible for the same.

30. The Purchaser/s hereby covenant/s with the Developer to pay the consideration amount liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developer fully indemnified against the said payments and observance and performance of the said covenants and conditions, except so far as the same ought to be observed by the Developer. The Purchaser/s also agree/s and undertake/s to give all the facilities to the Developer to carry out additional construction work on the said wings/ building/s now under construction.



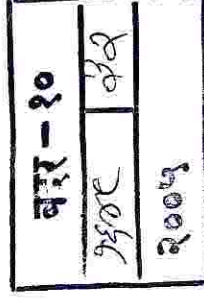
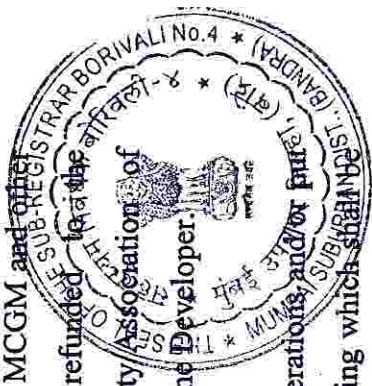
31. The Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said wings/building/s, and/or the various Flats to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developer in the

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proportion of the area of the said Flat to the total area of all the Flats in the said building.

32. The Purchaser/s shall allow the Developer and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its /their Flat or any part thereof for the purpose of repairing any part of the said building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said building and also for the purpose of cutting off the supply of water and other services to the flats or any other Flat, in the said Building, in respect whereof the Purchaser/s or user or occupier of such Flat, as the case may be shall have committed default in payment of his/her/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by him/her/them.
33. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or a Corporate Body or a Condominium and towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.
34. The Purchaser/s agree/s that the Developer shall be entitled to receive back the refund of IOD deposits and other deposits paid by it to MCGM and other authorities. In the event of such deposits being refunded to the Society/Association of Apartment holders, the Society/Association of Apartment holders shall be bound to pay over the same to the Developer.
35. The Developer shall have a right, to make additions or alterations and/or put up additional structures and storeys on the proposed building which shall be the property of the Developer and the Developer will be entitled to dispose of the same in such manner as it may deem fit and the Purchaser/s shall have no objection against the same. If any additional F.S.I. is available to the

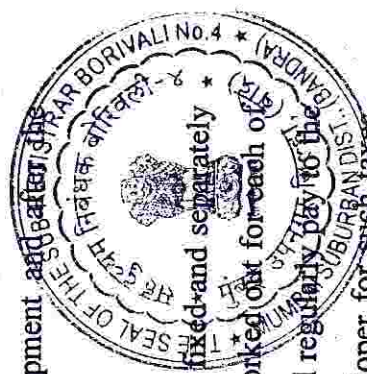


Developer, the Developer shall be entitled to utilize the same and / or also to sell and dispose of the Flats that may be constructed by utilizing such additional F.S.I. irrespective of the fact that the said Flat has been handed over to the Purchaser/s.

36. In case security deposit is demanded by MCGM for the purpose of giving water connection or for giving Occupation or Completion Certificate or otherwise and similarly if any deposit is required by the Mumbai Suburban Electric Supply Company Limited or its Successors for giving electric meters, connections etc. then all such deposits or deposit shall be payable by Purchaser/s of the Flats and the same shall be paid proportionately by the Purchaser/s to the extent as determined by Developer within seven days of demand being made by the Developer failing which the same shall be payable with interest thereon at 16 % per annum without prejudice to the right of the Developer to recover the same by any means.



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37. (a) The Purchaser/s shall pay his/her/its/their proportionate share of the aforesaid taxes, charges and outgoing directly to the Developer until an ad-hoc committee constituted of the acquirers of Flats in the proposed wings/building/s have been formed by the Developer and management of the said building and the common amenities has been handed over to such ad-hoc committee of the society or limited company or corporate body or condominium by the Developer after the completion of the whole project of development and after the sale/disposal of all the Flats therein,



(b) Until the Municipal Taxes and water charges are fixed and separately assessed and the exact amount of outgoing is worked out for each of the Flats, the Purchaser/s and other acquirers shall regularly pay to the Developers the amount determined by the Developer for such taxes, charges and outgoing. If the amount so recovered by the Developer is more than the actual outgoing worked out for the Flat purchased by the Purchaser/s, the amount in excess shall be refunded to the

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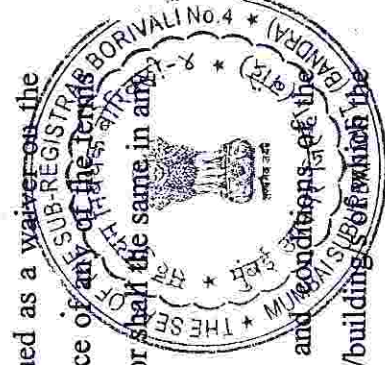
Purchaser/s without interest and if the amount so recovered is less than the actual amount worked out, the Purchaser/s shall immediately pay on demand to the Developer the amount of difference.

38. The Developer has reserved to itself the exclusive right to grant to third parties license or rights for putting up hoardings or advertisements or neon signs on the Project Property or the building being constructed thereon or any part thereof and to receive and appropriate for its own use and benefit the fees, compensation or charges in respect thereof. The Purchaser/s shall not obstruct or interfere with the said rights of the Developer in any manner whatsoever.

39. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said Flat or of the Project Property and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/it/them. All the open spaces, parking spaces, lobbies, staircase, recreation spaces, etc. will, subject to the provisions of this Agreement, remain the property of the Developer until the Project Property is transferred to the society/limited company/corporate body/condominium as hereinabove mentioned.

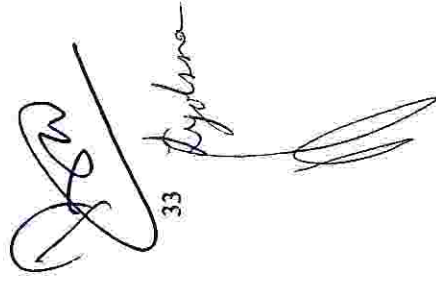
40. Any delay tolerated or indulgence shown or given by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

41. The Developer shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Flats in the said wings/building in which the aforesaid Flat forms part or in respect of Flats in the other building/s and the Purchaser/s shall have no right to object to the same.



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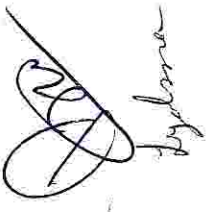

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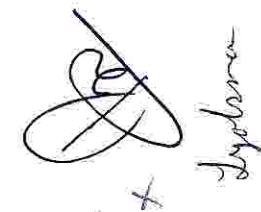
48. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(A) The Developer states as under:

It is assessed to Income-Tax by the Dy. Commissioner (Mumbai) –
Central Circle (29)7 MUMBAI and the Permanent Account Number
allotted to us is **AABCG7955Q**.

(B) The Purchaser/s state/s as under:

I, PRAVIN KUMAR AGARWAL  +
the First Purchaser/s withinnamed, am assessed to Income tax by
_____ - Ward/Circle _____ and the Permanent
Account Number allotted to me is _____.

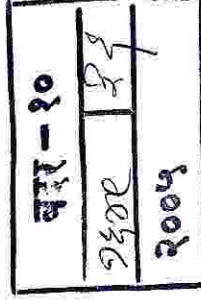
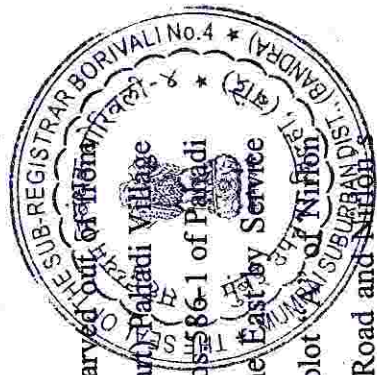
I, HOTSNA PRAVIN AGARWAL  +
the Second Purchaser/s withinnamed, am assessed to Income tax by
_____ - Ward/Circle _____ and the Permanent
Account Number allotted to me is _____.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The Owners' Property)

Plot of land admeasuring 27882 sq. mts. or thereabouts carved out of the total plot of Nirlon Ltd. with C.T.S.Nos. 587 (part) and 586 (part) of Goregaon Village and 257 (part) Goregaon Village corresponding to the new CTS Nos. 86-1 of Paradi Village and 257-G (part) of Goregaon Village, surrounded on the East by Service Road & Express Highway, West side by internal road abutting plot Limited, the North side 12 feet access Road connecting Service Road and larger property and the South side by D.P.Road and New Standard Engineering and shown by red wash on the plan being Annexure '1' hereto.



THE SECOND SCHEDULE ABOVE REFERRED TO:

(The Project Property)

All that piece or parcel of land or ground admeasuring 8,537 sq. mts. or thereabouts being a part of the land described in the Third Schedule above referred to and shown by yellow wash on the plan being Annexure '1' hereto.

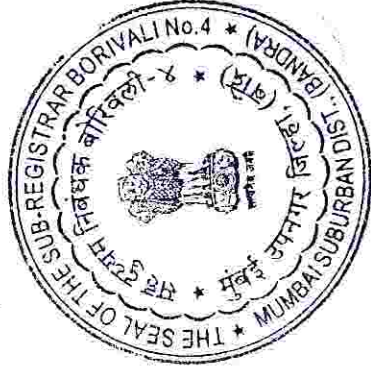
THE THIRD SCHEDULE ABOVE REFERRED TO:

Flat bearing No. 1105 admeasuring 12.97 sq. ft. i.e. 75.53 sq. mtrs. (BUA) on the 1st floor in Tower 'A' and one car-parking space under the stilt of the said Tower --- of the building Raheja Sherwood situate on the Project Property described in the Second Schedule hereinabove referred to.

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THE FOURTH SCHEDULE ABOVE REFERRED TO:

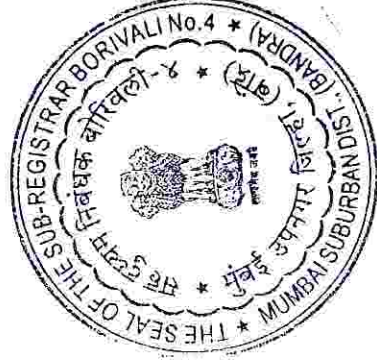
(a) COMMON AREA AND FACILITIES:-

- (i) The entrance foyer, the common staircase and the lifts in the building. The Flat holder will have proportionate undivided interest in the above;

(b) LIMITED (Restricted) COMMON AREA AND FACILITIES:-

- (i) Landing on the floor on which the particular flat is located as a means of access to the Flat but not for the purpose of storing or as a recreation area or for residence or for sleeping.
- (ii) Thus the land is limited for the use of residents of the flats located on that particular floor or for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors to such a wing.
- (iii) The demarcated means of access to the Over Head Water Tank/s and the lift machine room shall be limited and restricted only for this purpose.

The Flat holder will have a proportionate undivided interest in the above.



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[Signature]

[Signature]

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SIGNED AND DELIVERED by the)
withinnamed Developer M/s. K. RAHEJA)
UNIVERSAL PVT. LTD. by the hand of its)
Managing Director Mr. Bahul Bahaja)
in the presence of)

For K. RAHEJA UNIVERSAL PVT. LTD.

Director

SIGNED AND DELIVERED by the)
withinnamed Owner M/s. PRANIK LANDMARK)
ASSOCIATES through the hands of its)
Constituted Attorney Mr. Bahul Bahaja)
in the presence of)

For PRANIK LANDMARK ASSOCIATES

RAHUL. S. RAHEJA
CONSTITUTED ATTORNEY

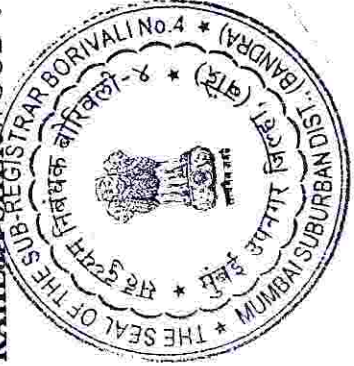
SIGNED AND DELIVERED by the)
withinnamed M/s. NIRLON LIMITED)
Confirming Party through the hands of its)
Constituted Attorney Mr. Bahul Bahaja)
in the presence of)

For NIRLON LIMITED

RAHUL. S. RAHEJA
CONSTITUTED ATTORNEY

SIGNED AND DELIVERED by the)
withinnamed "Purchaser/s")
MR. PRAVIN KUMAR AGARWAL)
MRS. JYOTSNA PRAVIN AGARWAL)
in the presence of)

FLAT NO. 1105 ON 11th FLOOR IN TOWER 'A' IN THE
BUILDING "RAHEJA SHEERWOOD".



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RECEIPT

RECEIVED of and from the withinnamed Purchaser/s the sum of
**Rs.16,02,377/- (Rupees Sixteen Lacs Two Thousand Three Hundred
Seventy Seven only)** by their

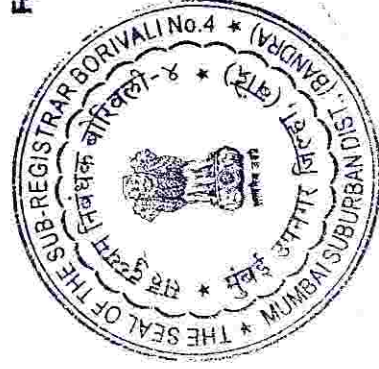
Cheque No.	Dated	Bank & Branch	Amount
603674	07-01-2004	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	1,00,000/-
603689	20-01-2004	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	5,05,600/-
737129	16-03-2004	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	3,02,800/-
737131	15-04-2004	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	1,51,400/-
737132	15-05-2004	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	1,51,400/-
737133	12-06-2004	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	1,51,400/-
737139	08-02-2005	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	79,539/-
861604	12-03-2005	The Federal Bank Ltd., Andheri (W), Mumbai 400 058	1,60,238/-

			16,02,377/-
			=====

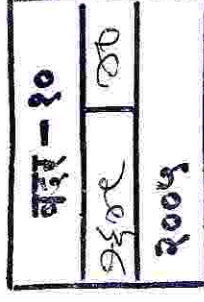
(Rupees Sixteen Lacs Two Thousand Three Hundred Seventy Seven Only)
being part payment money paid by them to us.

We say received

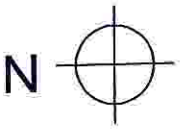
For K. RAHEJA UNIVERSAL PVT. LTD.



Director



ANNEXURE '1'



AM3
PLOT 'C'
10% R.G.

For NIRLON LIMITED

RAHUL S. RAHEJA
CONSTITUTED ATTORNEY

RAHUL S. RAHEJA
CONSTITUTED ATTORNEY

Director

For PRANIK LANDMARK ASSOCIATES

For K. RAHEJA UNIVERSAL PVT. LTD.

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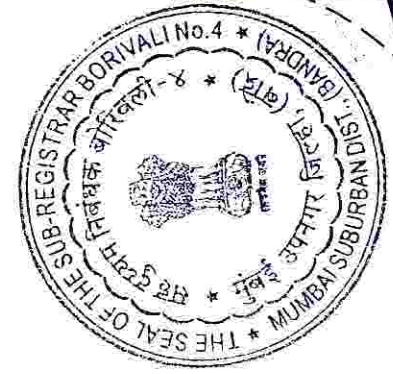
60'-0" (18.30) WIDE D.P. ROAD (SERVICE ROAD)
PLOT BOUNDARY

AM1
10% R.G.
ELE. SUB STATION

AM2
17.5% ADDITIONAL
AMENITY SPACE

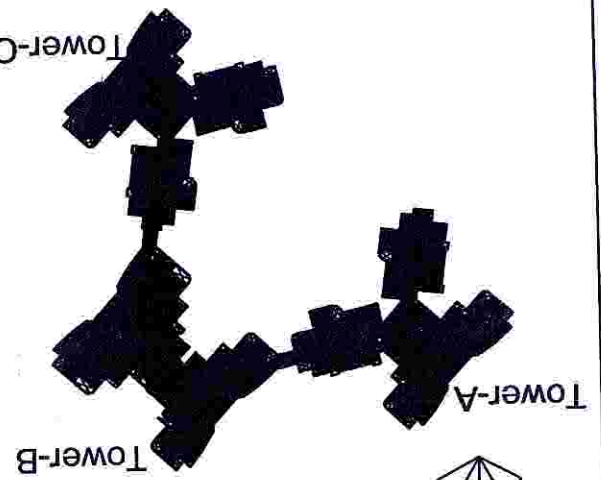
PART OF PLOT A3

12M WIDE ACCESS ROAD



70'-0" (21.36) WIDE D.P. ROAD

2002	2036	03-23b
68		



PROJECT PROPERTY
AREA = 8,537 Sq.Mt.

LANDMARK PROPERTY
AREA = 27,882.23 Sq.Mt.

R. Co. Plot No. 3 = 2532.46 m²

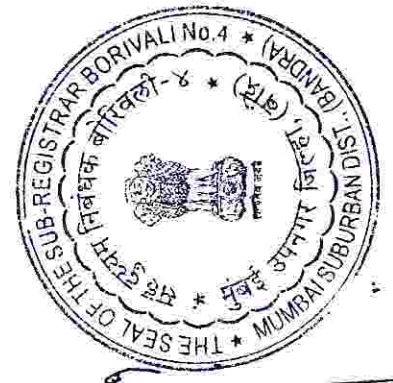
एच.एस.सी.च्या रजिस्टर कॉन्ट्रीब्युटर्सद्वारे

सर्व पदांसाठी कोटेशन सारणी : सी.सी.सी. वि.सू.मु.सू. उपनगर अर्ज क्र. १२३५

सी.सी.सी. मु.सू.	क्षेत्रफल बोरण वि.दर	पदा प्रकार	संस्था/संस्थांचा नाम
५८६-६	२५३२.४६	८७	संस्था/संस्थांचा नाम

अधिकारिचा मुद्रांक
 मालक पारवाऱ्यांचू नाव-मुद्रांक करता प्राप्त झाला / जो परत उपाय लागला तो परत ।
 पदधार
 पदर भोज
 कोटेशन सोर

संस्था	अधिकार	अधिकार नाम	मालक पारवाऱ्यांच्या (प) अथवा पदर बोना अर्जासाठी (व)	संस्थांक
१. सी.सी.सी. मु.सू.	५८६-६	८७	नि.सू.सी. वि. उ.सी.सी. (१११८. सी.सी.)	संस्थांक
२. सी.सी.सी. मु.सू.	५८६-६	८७	नि.सू.सी. वि. उ.सी.सी. (१११८. सी.सी.)	संस्थांक
३. सी.सी.सी. मु.सू.	५८६-६	८७	नि.सू.सी. वि. उ.सी.सी. (१११८. सी.सी.)	संस्थांक
४. सी.सी.सी. मु.सू.	५८६-६	८७	नि.सू.सी. वि. उ.सी.सी. (१११८. सी.सी.)	संस्थांक
५. सी.सी.सी. मु.सू.	५८६-६	८७	नि.सू.सी. वि. उ.सी.सी. (१११८. सी.सी.)	संस्थांक



वदर - १०
 १६०६
 २००५

R.C. Plots Nos = 2532, 40m².

श्री. ए. सी. सोनिया एजिटर कान्तिील उत्तारा

शीटी एवं प्लॉट नोंडोना मालका : शीरीयली जिरण-मुव्द उपमण

अर्ण क्र. १२३५

शीटी एवं गण	क्षेत्रफल चौरस मिटर	उसा प्रकार	सरकारला भरलेल्या साव्यावा अपका, लक्षाया राखिल य तो केव्हा बदलावयाचा
५५६/८	२५३२.६	८.१	

बहिवाहिया हुयक

महसुं पारणाःवाचं नायःदुयक कला प्राप्त साला ? जो वर्पत तणात लागला तो वर्पत ।

पट्टेकार

खतर भोजी

खतर रोरे

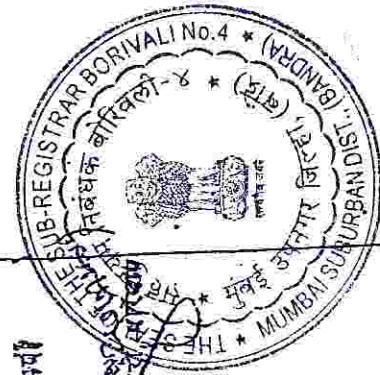
शीटीय	व्यवहार	वहीयुग मखर	नवित पारण करणाःयाया (घ) अपका खतर तीगा अलणारा. (ख)	संकाक्षण
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मुद्रकार ०५९
गणित
महिन
०९/०५/२०१९

२५३२/४	२५३२/४	६८	५१ नि रजाना जि आर जी (((M.C. आर)))	
श्री. ए. सी. सोनिया	श्री. ए. सी. सोनिया	२५३२/४	५१ नि रजाना जि आर जी (((M.C. आर)))	



श्री. ए. सी. सोनिया



वदर - १०
१५०६
२००५

Amenities (Am2 - Substation)

== 323.60 m²

महाराष्ट्र राज्य वीज वितरण कंपनी लि. मुंबई

गोदी सर्व्हाय्जिओनल सायुला : योदीयली विलेण-मुम्बई उपनगर

अर्था क्र. १२३५

गोदी सर्व्हाय्जिओनल नंबर	सेवकाळ बोरस मिटर	सत्ता प्रकार	सरकारला भरलल्या साऱ्याबा अथवा खाऱ्या संपत्तिले व ती कऱ्हा बदलावयाबा
५९६/७	३३२३.९	८१	

वर्धिकादिवा रुसक

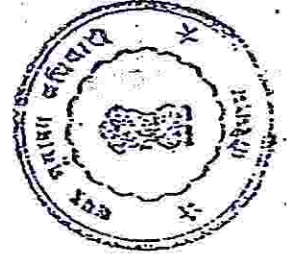
सग मल्ले वारणाऱ्याक साऱ-दुकक कसा प्राप्त झाला ? जो पयले तवात लागला तो पयले ।

पट्टेदार _____

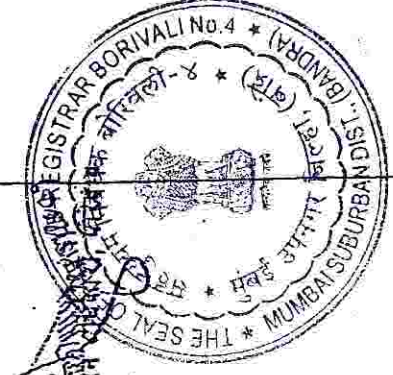
इतर वोजी _____

इतर बोरे _____

तारीख	समवेतार	वर्धिकाळ मयार	नविले वारण करणाऱ्याबा (ध) अथवा इतर वोजी अलगाव- (ई)	साऱ्याकाम
२७-१-२००९	जातक क्र ५९६/७ राजाणे	६६	नियोजन दि. : अभिलेखित (B M C कार्यालय)	मुदलाद ७५५ राजाणे संश्लिखित महाराष्ट्र गोरान्
ना कायनाथ गोरान्	राजाणे	नामना नवी जगाव		
सुखराज गोरान्		राजाणे		
नामना विल्यानी		राजाणे		
जगदिस गोरान्		राजाणे		
पुतणबी विल्यानी		राजाणे		



सत्य प्रतिलिपि



बन्ने - १०

१५०८

२००९

As = 9010.90 m²

मुंबई नगरपालिका रजिस्टर कार्यालय तारा

सीटो नं. १६४१ तारखा नो. १०७० हाण्या : गोरीपली गिरगा-मुम्बई उपनगर

अज्ञ. क्र. १२४६५

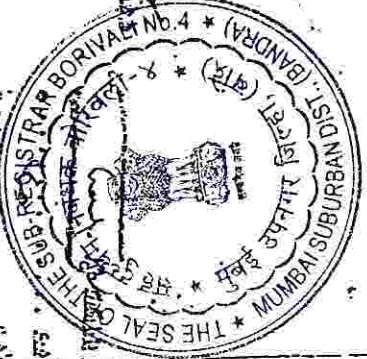
गोरीपली नं. १६४१	सर्वेक्षण चोस विवर	भाषा प्रकार	अकारणा मारलेल्या साध्याभाषा अथवा अज्ञात भाषा संपन्न न हो कड्या बदलाभ्यासा
२४६५	६.०१०.९०	८१	

बहिषादिशा हुका

एत मुल्य धारणाभासे नार-हुक कसा माध हाहा ७ ला पयस सवास भागला तो पयस ।

वृद्धार
इतर चीजे
इतर चीजे

तारीख	आयुहा	नहरिण नंबर	नविन धारण करणाऱ्याभाषा (पर) बायको इतर चीजा असणारा (ई)	मासिकन
२००७	२००७	६६	वार्	मुम्बई नगरपालिका रजिस्टर गोरीपली मुम्बई
			ए. ड. सिद्धियत	
			मुम्बई नगरपालिका रजिस्टर गोरीपली मुम्बई	
			गोरीपली मुम्बई	
			गोरीपली मुम्बई	
			गोरीपली मुम्बई	
			गोरीपली मुम्बई	
			गोरीपली मुम्बई	
			गोरीपली मुम्बई	



बरी - १०
१६४१
२००७

Rs Am = 1379.0 m

मिसेच्या रजिस्टर कार्डतील उतारा

तीसरे वर्ष पाहणी जोरेशीम सायुजा : भोरीपली विरहा-पुर्क उपनगर अर्ज क्र. 9235

तीसरे वर्ष नंबर	खेपकल जोरेश मिटर	मणा प्रकार	सरकारला भरलेल्या साऱ्याचा अपवा, खऱ्याचा तपशिल व तो-कोश्टा बदलाययाचा
५८६ ६	१३७६.०	८१	

बहिमाहितीचा हक्क
 मत्वे पारलान्नाच नाक-दुकक कसा प्राप्त झाला ? जो पयल पयसा कागला तो पयस ।

पट्टेकार
 इतर नोंद
 इतर नोंद

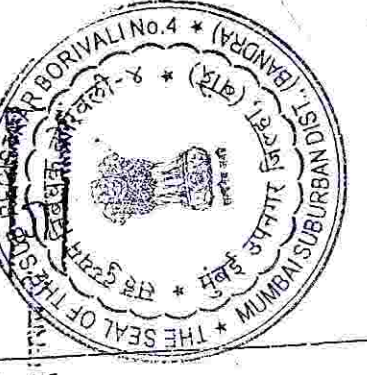
तारीख	अपवाह	व्यक्तिगत गवऱ	नयिन पारण करणाऱ्याचा (म) अपवा इतर मोजना अक्षगारा (व)	साक्षात्कन
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२०११-२०१२
 ता. १८ जून २०११
 राजीव
 नि-यलान लि.
 कार्ड क्र. (०१) ८२५४६

मिसेच्या रजिस्टर कार्डाचा अपवाह
 मत्वे पारलान्नाच नाक-दुकक कसा प्राप्त झाला ? जो पयल पयसा कागला तो पयस ।



पयस प्रतिनिधि
 राजीव
 कार्ड क्र. (०१) ८२५४६



कर - १०
 ३०
 २००५

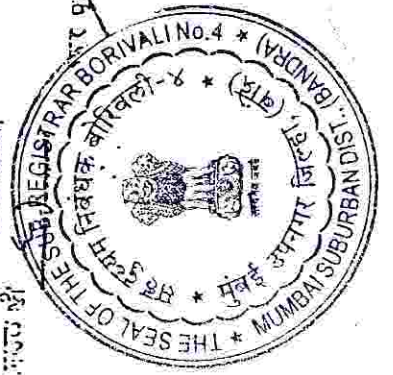
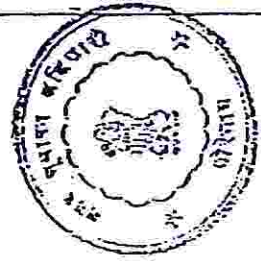
D.P. Road (SERVICED SIDE) 5025-30m
 (SERVICED SIDE) 5025-30m
महाराष्ट्र राजस्व कॉलेजिल उत्तारा (Part-II)

प्रीती एवं पादाङ्गी सोशेलीग मालुमा : बोरीवली जिरदा-मुंबई जगनागर अर्ध क्र. १२३५

मोदी मार्ग नंबर	संयुक्त नोटर मिटर	माला प्रकार	सरकारला भरलेल्या साऱ्याचा अपयथा लक्षाचा तपशिल. व सो केव्हा बदलावपाचा
५०६	५०२५-३	१८-१	

अधिकाटिका हयक
 मान मयं बारणाऱ्याचें नाव-शुभक कसा माव्त थाला ? जो मयंज हागाज लागला तो मयंत ।
 मयंशार
 इशार सोजे
 इशार शोरे

सारीस	अवयवार	बहुसुम मयत	मथित धारण कारणऱ्याचा (थ) अपयथा इशार सोभा अशतारा (र)	साक्षाकन
५०६ २००७	५०७५ ५०६ राणो	६६६	नि.प.लौग लि. (८६-पी.शे.र. ६०५६६६)	मुदकार ६५५ राणो मथित कायड गोरोग
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत
अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत	अथवापुन मयत



बय - १०
१६००
२००५

02 = 1267.2 sqm²

आर्य समाज दखन महाराष्ट्र के सुपरिभाषित कार्यालय

दफ्तर का पता - राजमार्ग, मुंबई, महाराष्ट्र

अंश सं. 1222

सं. क्र.	विवरण	मालिक	सं. क्र.	विवरण	सं. क्र.
1	अवकाश	अवकाश	2	अवकाश	3

अवकाश

अवकाश का विवरण - अवकाश का विवरण

अवकाश

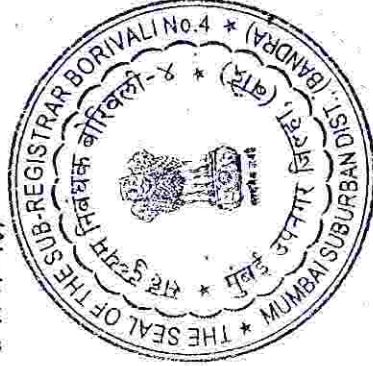
अवकाश

अवकाश

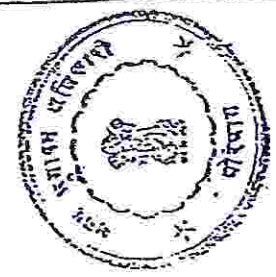
सं. क्र.	विवरण	मालिक	सं. क्र.	विवरण	सं. क्र.
1	अवकाश	अवकाश	2	अवकाश	3

अवकाश

अवकाश का विवरण - अवकाश का विवरण



अवकाश का विवरण - अवकाश का विवरण



अवकाश
20
2026
2005

अवकाश का विवरण - अवकाश का विवरण

A2. = 66479/20 m
महाराष्ट्र राज्य न्यायालय बॉम्बे न्यायालय
महाराष्ट्र राज्य न्यायालय बॉम्बे न्यायालय

शीट नं. ५२३५

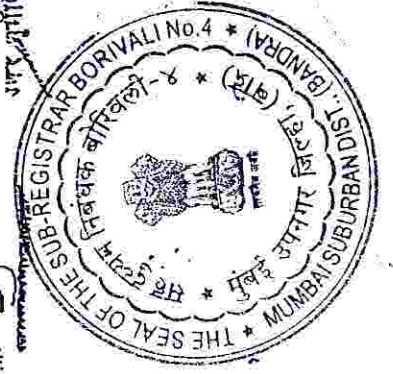
शीट नं.	५२३५	संख्या	१२३५
संख्या	१२३५	संख्या	१२३५

महाराष्ट्र राज्य न्यायालय बॉम्बे न्यायालय

महाराष्ट्र राज्य न्यायालय बॉम्बे न्यायालय

महाराष्ट्र राज्य न्यायालय बॉम्बे न्यायालय

क्र.सं.	विवरण	मूल्य	नियम	नियम	नियम
१	महाराष्ट्र राज्य न्यायालय बॉम्बे न्यायालय	१२३५	१२३५	१२३५	१२३५
२	महाराष्ट्र राज्य न्यायालय बॉम्बे न्यायालय	१२३५	१२३५	१२३५	१२३५



बंद - १०
 १२३५
 २००५

7

Kind Attn: Mr. Ashish Khatke

B) = 238927 sq. mt.

रजिस्ट्रार ऑफिसील उत्तरा

प्रीति पार्क - पालिका, डोमिंगीयान, नारुणा : मोरीयली जिल्हा, गुजरात

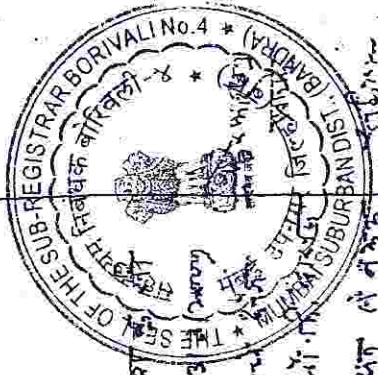
अर्ज क्र. 92-25

सीटी संघ संख्या	क्षेत्रफल क्षेत्र मीटर	समाप्ती	परकारना भरलेल्या राज्यांना अथवा स्वतःच्या मालिकेला व सो कॅम्पा अथवा अथवा
5558	64302.8 64343.5 64384.2	07 08 09	अथवा अथवा

विवरणित्वा हेतू: ...
 सध्या मालकांच्यासाठी माझ एक कसा प्राप्त झाला ? जो परंतु समास लागला ही प्रश्न ।

पट्टेदार
 इतर बाब
 रकमेबाबत

नाराणी	आयुष्य	व्यवसाय	नवित्त धारण करणाऱ्यांना (म) अथवा धारण करणाऱ्यांना (र)	साक्षीक
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ANNEXURE "3"

D. DAMODAR
M. L. BARKTA
K. R. MODI
S. C. KOTHARI
A. M. DESAI
K. M. YUSSONJI
B. D. DAMODAR
K. V. MERCHANT (Ms.)
S. S. VAIDYA
A. R. AMIN
P. C. MEHTA (Ms)
P. G. DOSHI (Ms)
R. V. GANDHI
F. J. DESAI (Ms)

KANGA & CO.

(Registered)

Advocates, Solicitors & Notary

Established 1880

Ready money Mansion
43, Veer Nariman Road,
MUMBAI - 400 001.
INDIA

Telephone :
+ 91 22 5633 2286
or
+ 91 22 5633 9643
to
+ 91 22 5633 9653
Fax :
+ 91 22 5633 9656
+ 91 22 5633 9657
E-Mail :
mail@kangacompany.com

In reply quote MLB/SV/18799/2003

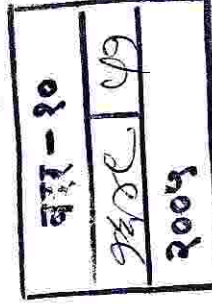
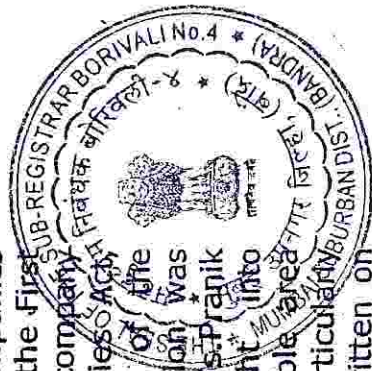
CERTIFICATE OF TITLE

Re: Piece and parcel of land admeasuring 8537 sq. metres or thereabouts forming part of the larger portion of land being part of Plot-B carved out the total larger holding of Nirlon Limited, bearing C.T.S.Nos.587(part) and 586(part), Pahadi Village and 257(part), Goregaon Village, corresponding to new C.T.S.Nos.586-1 of Pahadi Village and 257-G(part) of Goregaon Village.

1. Nirlon Limited, a company incorporated and registered under the Companies Act, 1956, having its registered office at Nirlon Compound, Western Express Highway, Goregaon (East), Mumbai - 400 063 (hereinafter referred to as "Nirlon") has been seized and possessed of and otherwise well and sufficiently entitled to piece or parcel of land admeasuring 44971.72 sq. metres situate at Village Pahadi and Village Goregaon within Greater Mumbai (hereinafter referred to as "the Larger Property").

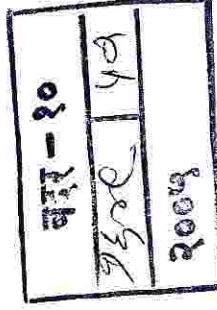
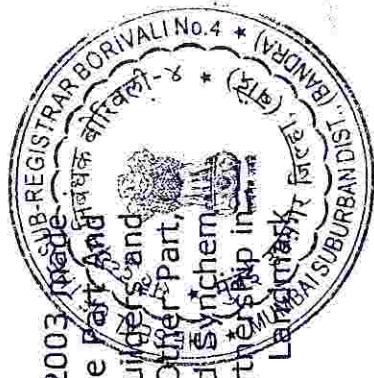
2. By a Deed of Partnership dated 1st October 1995 made between Pranik Shipping & Services Limited, a company incorporated and registered under the Companies Act, 1956 (hereinafter referred to as "Pranik") of the First Part, Landmark Builders Private Limited, a company incorporated and registered under the Companies Act, 1956 (hereinafter, referred to as "Landmark") of the Second Part, And Nirlon, of the Third Part, Nirlon was admitted as partner in the existing firm of M/s. Pranik Landmark Associates, whereby Nirlon brought into partnership as its capital contribution, the saleable area arising out of the Larger Property more particularly described in the Second Schedule thereunder written on the terms and conditions therein contained.

3. By a Deed of Retirement dated 31st March 2000 Pranik retired from the said partnership and Landmark and



Nirilon agreed to continue the partnership in the firm, name and style of M/s.Pranik Landmark Associates.

4. By a Supplemental Agreement dated 8th May 2000 entered into between Landmark of the One Part and Nirilon of the Other Part, (as supplemental to the said Deed of Partnership dated 1st October 1995) it was, inter alia, agreed that the portion of the said property, to be used for the project of the partnership, would be identified and subdivided. Accordingly, it was agreed and recorded that the project of the said partnership will be located on the plot admeasuring 27,882 sq. metres or thereabouts, to be carved out of the said Larger Property and it was agreed that the balance area shall remain with Nirilon.
5. The said Landmark was amalgamated with Synchem Chemicals (I) Pvt. Ltd. by virtue of an Order dated 13th July 2001 passed by the Honorable High Court at Bombay in Company Petition No.484 of 2001.
6. By a Deed of Partnership dated 1st April 2003 made between Synchem Chemicals (I) Private Limited for its division known as Landmark Builders (hereinafter referred to as "Synchem") of the First Part, Nirilon of the Second Part and Khandelwal Estates Private Limited, a company incorporated and registered under the Companies Act, 1956 (hereinafter referred to as "Khandelwal") of the Third Part, Khandelwal was admitted as a partner of the existing firm of Pranik Landmark Associates.
7. By a Deed of Retirement dated 28th July 2003, made between Nirilon as the retiring partner of the One Part and Synchem for its division known as Landmark Builders and Khandelwal as the continuing partners of the Other Part, Nirilon has retired from the said partnership and Synchem and Khandelwal have agreed to continue the partnership in the said firm name and style of Pranik Landmark Associates.
8. In pursuance of the above, the said Project and the business of the said partnership firm of M/s.Pranik Landmark Associates in respect of the portion of the Larger Property admeasuring 27882 sq. metres to be developed exclusively vested with the said Synchem and Khandelwal,

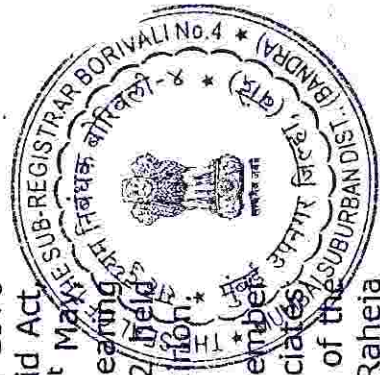


as partners of the said firm of M/s.Pranik Landmark Associates.

9. By a Development Agreement dated 28th July 2003 made between Nirlon of the One Part and Synchem for its division known as "Landmark Builders" and Khandelwal as partners of M/s.Pranik Landmark Associates, of the Other Part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-2-054 11-2003, the vesting of the unencumbered development rights in respect of the portion of the said Larger Property admeasuring 27882 sq. metres in favour of M/s. Pranik Landmark Associates was confirmed on the payment of a sum of Rs.6,52,83,445/- to Nirlon by M/s.Pranik Landmark Associates as therein set out. Simultaneously, on the execution of the said Development Agreement, Nirlon has retired from the Partnership firm of M/s.Pranik Landmark Associates, as mentioned above.

10. In pursuance of the above, after the complete vesting of the Development Rights and possession of the portion of the Larger Property admeasuring 27882 sq. metres, M/s.Pranik Landmark Associates have demarcated from the said Project Property an area admeasuring 8637 sq. metres for granting development rights in favour of K.Raheja Universal Private Limited.

11. The Additional Collector and Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 has by its Orders passed with section 8(4) of the said Act, bearing No.C/ULC/6(I)/SR VII-162A/1218 dated 21st May 1994 read with the permission bearing No.C/ULC/DIII/22/7126 dated 27th September 2002 held that there is no surplus, vacant land in the hands of Nirlon,



12. By a Development Agreement dated 6th November 2003 made between M/s.Pranik Landmark Associates through its two partners, Synchem and Khandelwal, of the First Part, Nirlon, of the Second Part and K.Raheja Universal Private Limited (as the Developers) of the Third Part, and registered with the Sub-Registrar of Assurances at Bandra, under Serial No.BDR-2-8190 of 2003, M/s.Pranik Landmark Associates have granted with the confirmation of Nirlon, unencumbered development rights

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in favour of K.Raheja Universal Private Limited, as the Developers, to develop the said piece or parcel of land or ground admeasuring 8537 sq. metres or thereabouts as more particularly described in the Fourth Schedule thereunder written and in the Schedule hereunder written (hereinafter referred to as "the said Property") for constructing multi-storeyed building thereon by consuming the total municipal FSI and maximum permissible TDR, (such TDR to be made available at the costs of M/s.Pranik Landmark Associates), in respect of the said Property subject to the other terms and conditions therein contained.

13. We have taken appropriate searches in the relevant Land Records issued newspaper advertisement inviting claims in respect of the said Property.

14. Based on the aforesaid and subject to what is stated hereinabove, we confirm that in our opinion, Nirilon Limited has a clear and marketable title on the said Property and the Developers, viz., K.Raheja Universal Private Limited are vested with the unencumbered development rights in respect of the said Property more particularly described in the Schedule hereunder written.

THE SCHEDULE ABOVE REFERRED TO:

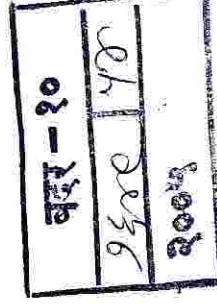
Piece and parcel of land admeasuring 8537 sq. metres or thereabouts forming part of the larger portion of land being part of Plot-B carved out the total larger holding of Nirilon Limited, bearing C.T.S.Nos.587(part) and 586(part), Pahadi Village and 257(part), Goregaon Village corresponding to new C.T.S.Nos.586-1 of Pahadi Village and 257-G(part) of Goregaon Village.

Dated this 12th day of December, 2003.

Kanga and Company

B.S. Khandya

Partner

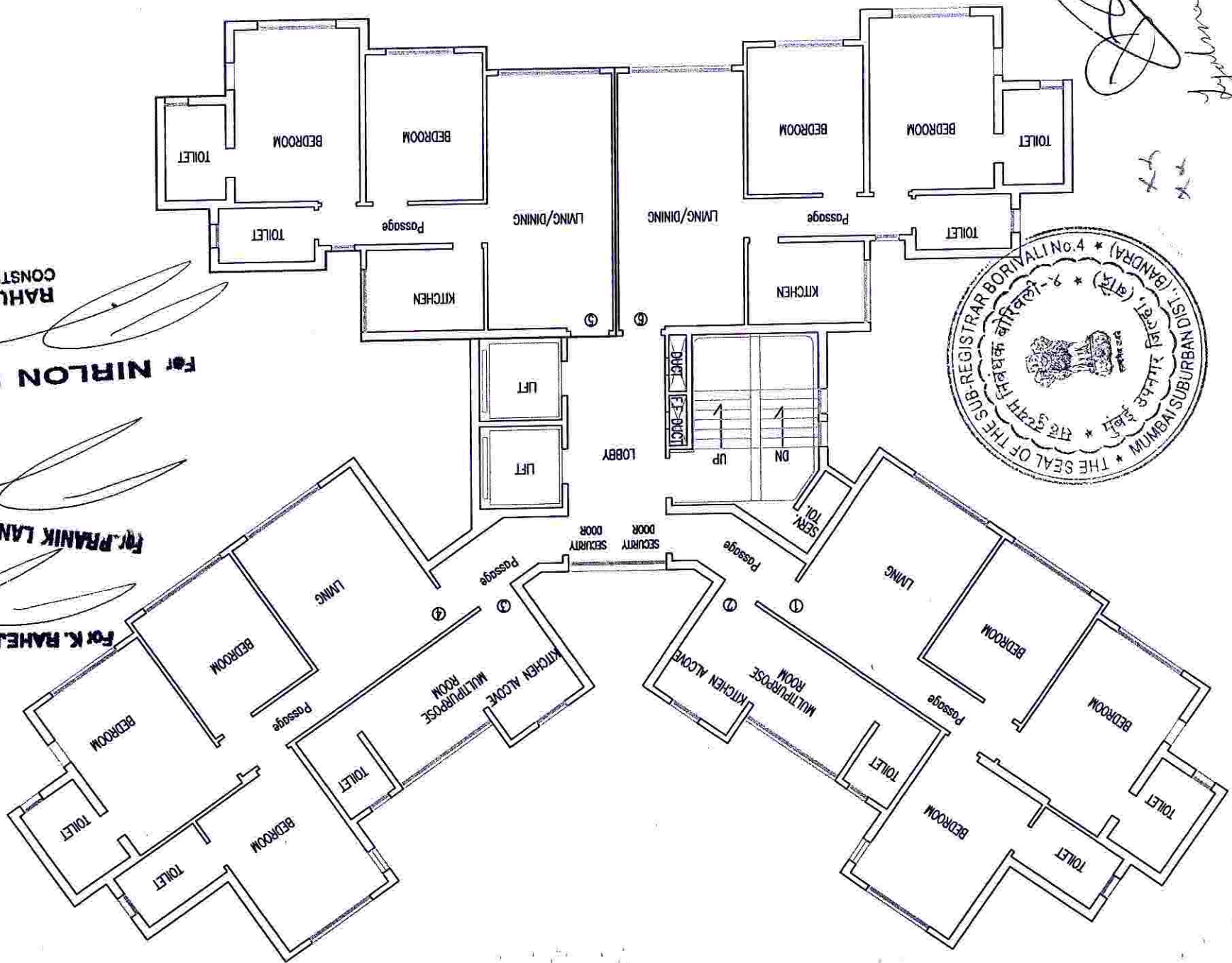
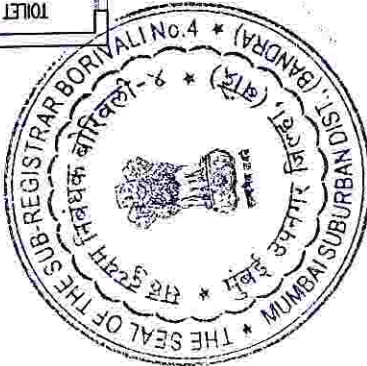


FLAT NO. - 1105

TYPICAL FLOOR PLAN (WING - A)

Handwritten signature and initials

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RAHUL S. RAHEJA
CONSTITUED ATTORNEY

For NIRLON LIMITED

RAHUL S. RAHEJA
CONSTITUED ATTORNEY

For PRANIK LANDMARK ASSOCIATES

Director

For K. RAHEJA UNIVERSAL PVT LTD.

ANNEXURE '4'

ANNEXURE 5

PAYMENT SCHEDULE

- a) Rs.1,00,000/- (Rupees One Lac only) Part Earnest Money paid on 7th January 2004.
- b) Rs.5,05,600/- (Rupees Five Lacs Five Thousand Six Hundred Only), Part Earnest Money paid on 20th January 2004.
- c) Rs.3,02,800/- (Rupees Three Lacs Two Thousand Eight Hundred Only), Balance Earnest Money & Part Plinth paid on 22nd March 2004.
- d) Rs.1,51,400/- (Rupees One Lac Fifty One Thousand Four Hundred only) Balance Plinth & Part 1st Slab paid on 15th April 2004.
- e) Rs.1,51,400/- (Rupees One Lac Fifty One Thousand Four Hundred only) Balance 1st Slab & Part 3rd Slab paid on 15th May 2004.
- f) Rs.1,51,400/- (Rupees One Lac Fifty One Thousand Four Hundred only) Balance 3rd Slab & part 5th Slab paid on 12th June 2004.
- g) Rs.79,539/- (Rupees Seventy Nine Thousand Five Hundred Thirty Nine only) Balance 5th Slab paid on 8th February 2005.
- h) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) 7th Slab paid on 12th March 2005.
- i) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) 9th Slab one week from date of registration.
- j) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of 11th Slab.
- k) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of 13th Slab.
- l) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of 15th Slab.
- m) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of Brick Masonry.
- n) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of Internal Plaster.
- o) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of External Plaster.
- p) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of Flooring.
- q) Rs.1,60,238/- (Rupees One Lac Sixty Thousand Two Hundred Thirty Eight only) on completion of Sanitary ware.
- r) Rs.1,60,231/- (Rupees One Lac Sixty Thousand Two Hundred Thirty One only) being the ultimate balance of the purchase price against delivery of the possession of the Flat to the Purchasers.

(TOTAL AMOUNT Rs. 32,04,750/- Rupees Thirty Two Lacs Four Thousand Seven Hundred Fifty Only).

FOR NIRON LIMITED

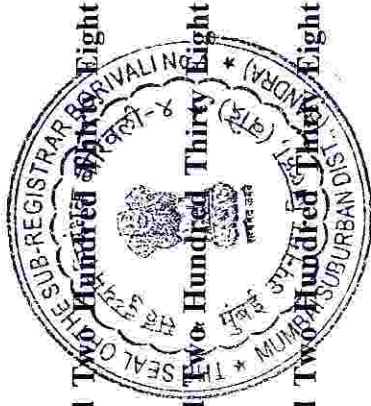
RAHUL S. RAHEJA
CONSTITUTED ATTORNEY

FOR PRANK LANDMARK ASSOCIATES

RAHUL S. RAHEJA
CONSTITUTED ATTORNEY

FOR K. RAHEJA UNIVERSAL PVT. LTD.

Director



ANNEXURE 6

LIST OF SPECIFICATIONS AND AMENITIES.

- All R.C.C. works as per Consultant's Design
- All External Walls are of C.C. Blocks/Brickwork & all Internal Walls are Brickwork.
- Exterior Surface of building with weather resistant textured paint.
- Interiors with Good quality Oil Bound Distemper paint.
- POP/Gypsum plaster on walls and ceiling
- Anodized Aluminum windows with tinted glass.
- Elegant Door Frames & Door Shutters with Decorative fittings.
- Vitrified Flooring in Living Room, Dining & Passages.
- Designer vitrified tiles for flooring in all bedrooms.
- Designer vitreous tiles for Flooring & Dado in Kitchen.
- Designer Ceramic tiles for flooring & Dado in All Toilets.
- ~~Copper brown Granite top on single bay S.S. sink from Mirak or equivalent in Kitchens.~~
- Concealed plumbing with Jaguar fittings.
- Concealed copper wiring with decorative switches, Telephone & T.V. points.
- Extensive electrical layout in each flat.
- Security Systems such as Video Door Phone, Gas leak detector etc.
- Piped Gas Line in Kitchen, Internet Connectivity.



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[Signature]
Hydram A.

For K. RAHEJA UNIVERSAL PVT. LTD.

Director

For PRANIK LANDMARK ASSOCIATES

RAHUL. S. RAHEJA
CONSTITUTED ATTORNEY

For NIRLON LIMITED

RAHUL. S. RAHEJA
CONSTITUTED ATTORNEY



Kind Attn: Mr. JOURNAL

fax 56414242

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

NO. CHE/ 8579 YEP (WS)/AP/AY [18 OCT 2003

COMMENCEMENT CERTIFICATE

To, M/s. Pranik Landmark & Assoc.

*Office of the
Enl. Eng. Bldg. Prop. (W.S.) P & M. Ward
Dr. Babsacheb Ambedkar Market Bldg.
Candivali (West) Bombay 400 027*

G.A. to Owner

Sir,

With reference to your application No. 289 dated 7.1.2003 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under section 34B of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed residential bldg. No.2 C.T.S. No. 586/1, 586/5 to 8 & C.T.S. No. 257/G, H & M 257/B (pt) at premises at Street Village Pahadi Goregaon Plot No. 'B' situated at Goregaon (E) Ward P/S

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal commissioner for Greater Mumbai is contravened or not complied with.

(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The condition of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S.K. Godbole Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto STILT SLAB LEVEL OF WING 'B' ONLY.

For and on behalf of Local Authority - 20	
Brihanmumbai Mahanagarपालिका	280C
	2003

Shri S.K. Godbole
Asst. Engineer, Building Proposal (West, Sub.)
P/11/19 Wards
FOR

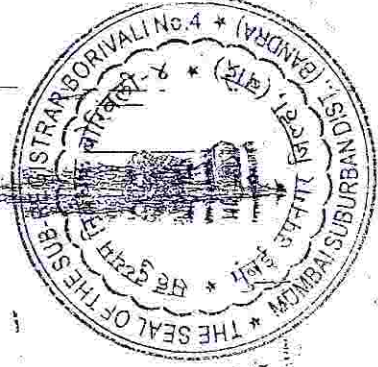
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

Original

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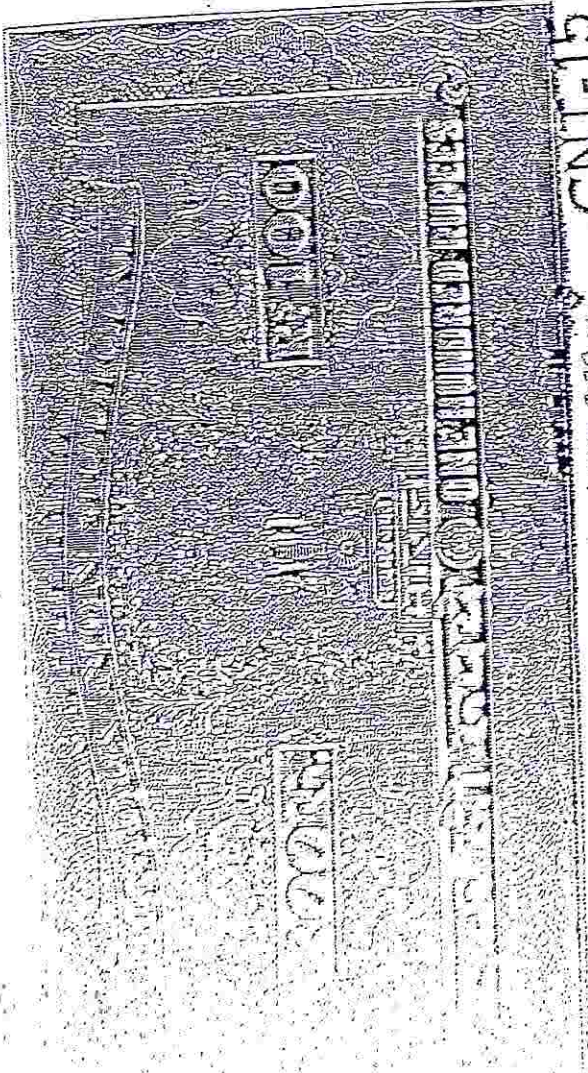
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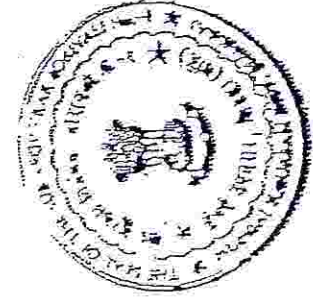
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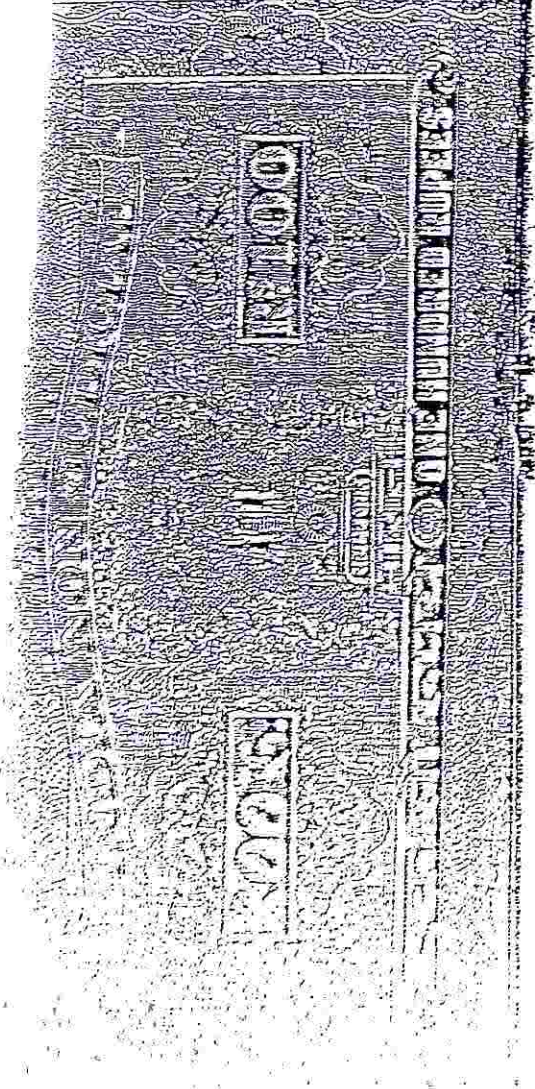
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महाराष्ट्र राज्य सरकार
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मुंबई नगरपालिका

[Signature]
MANGI NINWALIS

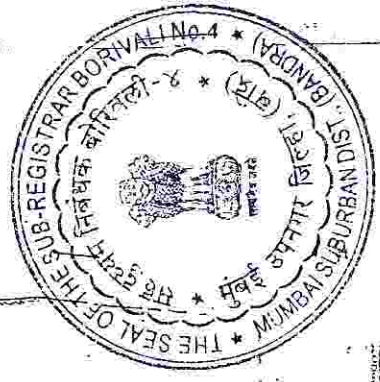
Power of Attorney dated 6th November 2003

Maheshwarrao Gajjar
(C.A for Nilsons Ltd)
Suresh Ramesh & Others

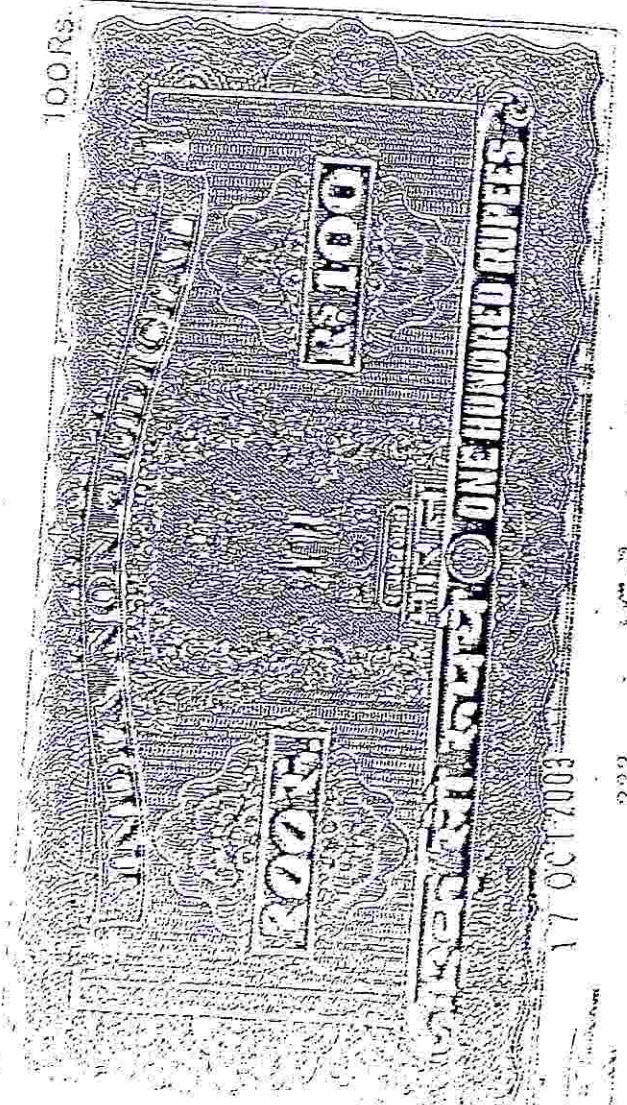


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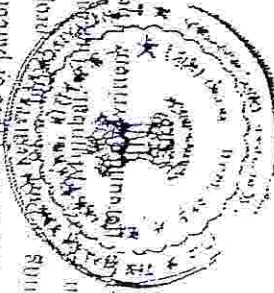
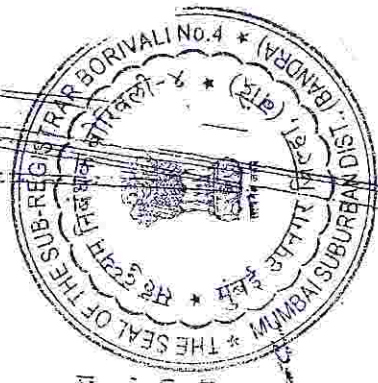
222
 21 OCT 2003
 MUMBAI, INDIA. 17119174
 007632

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Mr. Anandaram Gupta, Constituted Attorney of Nirton Limited (Nirton) in pursuance of the Power of Attorney dated 28th July, 2003 granted by Nirton a Company incorporated and registered under the Companies Act, 1956 and having its registered office at Nirton Compound, Western Express Highway, Goregaon (East), Mumbai - 400 003 SEND GREETINGS:

WHEREAS

1) Nirton is seized and possessed of or otherwise well and sufficiently entitled individuals to all that piece or parcel of land measuring 44,971.72 sq. meters, (forming part of the said property) situate at Village Pabudi, Goregaon within the limits of the said larger property is described in the First Schedule (pertaining to the said portion measuring 44,971.72 sq.



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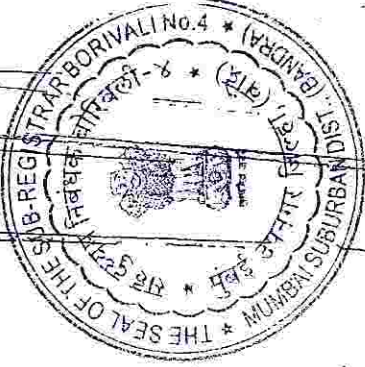
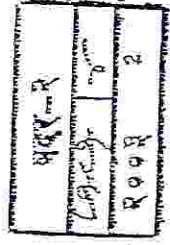
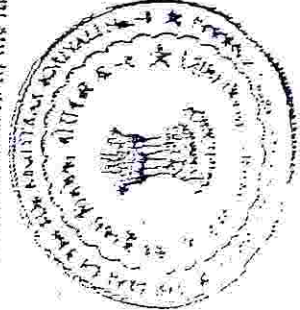
as described in the Second Schedule hereunder written and is
being offered as the said property'.

It has declared a sick unit under the provisions of Sick Industrial
Companies (Special Provisions) Act 1985 (Case No.293 of 1987). The Board
of directors and Financial Reconstruction (BIFR) sanctioned the
scheme submitted by Nirlon in November, 1993, whereunder
the unit has been permitted to develop and sell surplus land of its Goregaon
estate to the extent of 3,50,000 sq.ft.

A Deed of Partnership dated 1/10/1995 made between Pranik Shipping
and Services Limited, a company incorporated and registered under the
Companies Act 1956 and having its registered office at 114, Muker
Road, 220 Nariman Point, Mumbai - 400 021; (hereinafter referred
to as 'Pranik') of the First Part, Landmark Builders Pvt. Ltd., a company
incorporated and registered under the Companies Act, 1956 and having its
registered office at 159, CST Road, Kalina, Santacruz (E), Mumbai - 400
(hereinafter referred to as 'Landmark') of the Second Part and Nirlon
Company incorporated and registered under the Company's Act, 1956
and having its registered office at Panaji Village, Goregaon (E), Mumbai 400
(hereinafter referred to as 'Nirlon') of the Third Part, Nirlon was
entered as a partner to the existing firm of M/s. Pranik Landmark Associates
incorporated under a Deed of Partnership dated 14/1/1995 between Pranik and
Landmark, whereby Nirlon brought into partnership, the saleable area out of
the land described in the Second Schedule hereunder written,

and the Deed of Partnership dated 1/10/1995, inter alia, provided that:-

The said partnership firm shall carry on the business of builders and
developers, as single venture project of development and exploitation
of the saleable area in the manner therein set out,



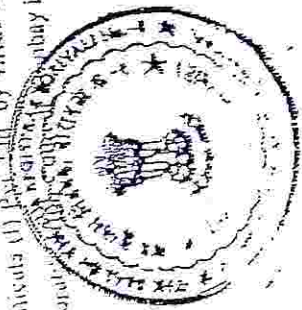
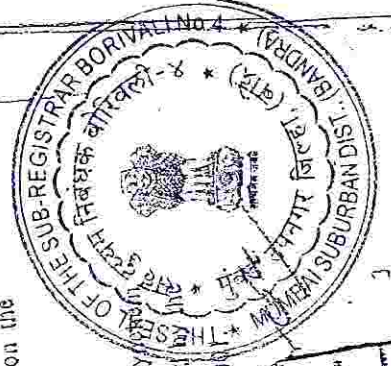
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... profits of the said partnership business would be shared in the proportion of 48% to Prantik, 48% to Landmark and 4% to Nirton. ... the losses would be shared in the proportion of 50% by Prantik and 50% by Landmark.

By a Deed of Retirement dated 31/3/2000 Prantik retired from the said partnership and Landmark and Nirton agreed to continue the partnership in the firm, name and style of M/s. Prantik Landmark Associates, with the profit sharing in the proportion of 96% to Landmark and 4% to Nirton and the losses to be borne exclusively by Landmark.

By a Supplemental Agreement dated 8/5/2000 entered into between Landmark of the One Part and Nirton of the Other Part, (as supplemental to the said Deed of Partnership dated 1.10.1998) it was inter alia agreed that the portion of the said property, to be used for the project of the partnership, would be identified and sub-divided. Accordingly it was agreed and recorded that the project of the said partnership will be located on the plot adjoining 22,332 sq.mtrs. or thereabouts, (marked B-1 on the 'Plan thereof hereto annexed') to be carved out of the said property described in the Second Schedule hereunder written (and marked as Plot B on the Plan thereof hereto annexed) and it was agreed that the balance area earmarked as Plot B-2 shall remain with Nirton. The said plot B-1 on which the project of the Owners is to be located is described in the Third Schedule hereunder written and is shown by red outline on the plan being Annexure 'T' hereto, (hereinafter referred to as the "Owners' property"). The said Supplemental Agreement, inter alia, further provided that the TDR benefits available to the Owners' property, would be available to the Owners and the Owners would be entitled to purchase the TDR (including Slum T.D.R.) and load the same on the Owners' property.

The said Landmark Builders Pvt. Ltd. was amalgamated with Syntex Chemicals (I) Pvt. Ltd. by virtue of an Order dated 13/7/2001 passed in Honourable.



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INDEXED
13/7/2001

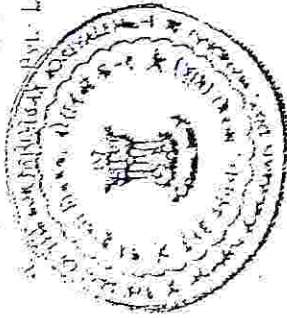
बदल - १०
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२००१

A Development Agreement dated 28th July 2003, made between NIRONON
Private Limited and Synchem Chemicals (I) Private Limited for its divisions
namely 'Landmark Builders' and Khimdelwal Estetes Private Limited
owners of P.L.A, the vesting of the unencumbered development rights in
Nironon, the Owners' property described in the Third Schedule hereunder
made in favour of P.L.A was confirmed on the payment of a sum of
Rs. 2,00,00,000/- to Nironon by P.L.A as therein set out. On the execution of the
said Development Agreement Nironon has retired from the Partnership dated
2nd October 1995.

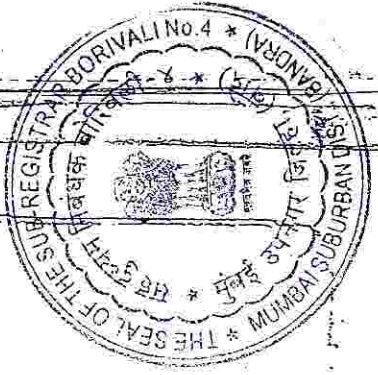
As per recites aforesaid and as per the Development Agreement dated
28.07.2003, the Owners are absolutely entitled to the development rights in
respect of the Owners property with the right to acquire and use the TDR
permissible thereon.

As per Development Agreement of even date made between Synchem
Chemicals (I) Pvt. Ltd. as the owners of the First Part, myself as Nironon
(Selling Party) of the Second Part and K. Rajesh Divyanshu Pvt. Ltd. as
the Developers of the Third Part, the Owners thereof, myself and
myself and assigned the Development rights of all that portion of land
measuring 5537 sq.mts. out of the larger portion of land measuring
approximately 27,882 sq.mts. or thereabouts and more particularly described
in the Third Schedule hereunder written situate at Nironon Compound, Western
Express Highway, Goregaon (East), Mumbai - 400 063 and more particularly
situated in the Fourth Schedule hereunder written and also shown by yellow
dash on the plan being Annexure 'I' hereto thereon, and therein and
hereinafter referred to as 'the Project Property', unto the Developers therein
absolutely.

As the owners of the Project Property, I on behalf of Nironon am desirous of
bestowing the Irrevocable Power of Attorney in favour of (1) Mr. Suresh L.
Gadgil, (2) Mr. Rahul S. Rajesh, and (3) Mr. Ashish S. Rajesh and (4) K.
Divyanshu Pvt. Ltd. acting through its Directors jointly and/or



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to be my true and lawful Attorney/ies and to do all acts, deeds, matters and things as may be required for the development of the Project as hereinafter set out.

NOV 20 2003
I, **NOV 20 2003** **Y.E. A.L.L. AND THESE PRESENTS WITNESSETH** that I, **Consul General, Consulate of Nirlon Limited (Nirlon),** in pursuance of a Power of Attorney dated 10th October, 2003 granted by Nirlon do hereby appoint and nominate, constitute and appoint (1) Mr. Suresh L. Raheja, (2) Mr. Ashish S. Raheja whose specimen signatures are hereunder, and (3) Mr. Ashish S. Raheja Universal Pvt. Ltd. acting through its authorized representative and (4) K. Raheja Universal Pvt. Ltd. acting through its authorized representative and/or severally, to be the true and lawful Attorney/ies of Nirlon Ltd. for in the name of and on behalf of Nirlon to do all or any of the following matters, acts, deeds and things and to exercise all or any of the following powers and authorities hereby conferred, that is to say:-

To prepare plans for development of the project property and to submit the same to the Municipal Corporation of Greater Bombay and other concerned authorities for obtaining their approval and to submit proposals from time to time for the amendments of such building plans to the Municipal Corporation of Greater Bombay (MBC) and other concerned authorities for the purpose of obtaining approval to such amendments and to submit application to the Government and other concerned authorities and for that purpose make necessary submissions and representations to the authorities from time to time.

To approach all the concerned authorities under the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter called "the ULC Act") for the purpose of obtaining all necessary permissions for construction and/or sale of premises upon the said Project Property and for that purpose, to sign such applications, papers, writings, undertakings, etc. as may be required and to carry on correspondence with the authorities under the said Act and also to prefer appeal or application in any order of the Competent Authority and/or any



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INDEXED
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... time to time for amendments / modifications of the building
... of the building/s to be constructed on the Project Property to

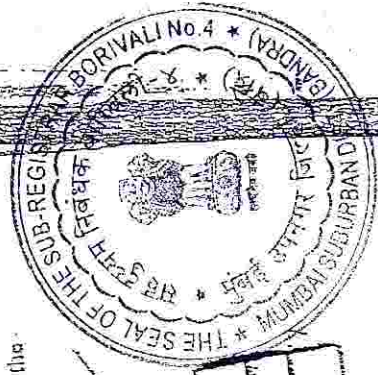
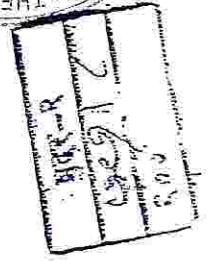
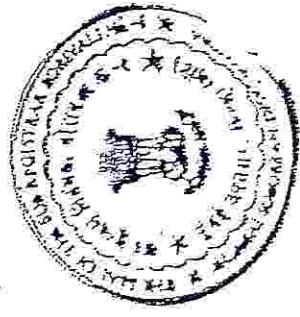
... of such reports and give such letters and writings and/or undertakings
... the required from time to time by the Municipal Corporation of
... and/or other concerned authorities for the purpose of
... the construction work in respect of the Project Property to be
... as also in respect of the construction work of the building/s

... the E.M.C. and all other concerned authorities for the purpose of
... release of any portion / or portions of the Project Property to be
... structures thereon from reservation (if any).

... the Government of Maharashtra and all its departments as also
... Corporation of Greater Bombay and all other concerned
... for the purpose of obtaining necessary 'No Objection Certificate'
... in regard to the carrying out the
... and completion thereof on the Project
... to be developed.

... applications for water connections, drainage, electric supply,
... and other incidental requirements which may be required for
... upon the Project Property to be developed.

... all acts, deeds, matters and things in respect of the proposed
... to be developed including to represent
... of Greater Bombay and other authorities
... the floor space index for the
... to be carried out.



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12. To pay all the rates, rents, taxes, cess, impositions and other outgoings pertaining to the period from 12th July 2002 for the Project Property to be developed or any part thereof to the Collector of Land Revenue, Municipal Corporation of Greater Bombay or other public body or local authorities.

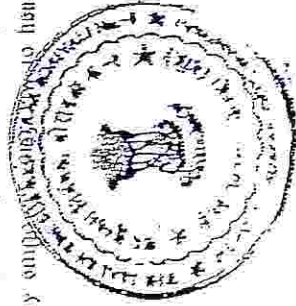
13. To do the proposals herein set forth, to carry on correspondence and to prepare, sign and execute papers, applications, contracts, arrangements and documents including affidavits, plaints, petitions, declarations, usual indemnity, usual undertakings, forms etc. as may be required.

14. In case of acquisition of the Project Property to be developed or any part thereof to represent Nirlon/line in acquisition proceedings and to receive compensation in relation to the same and give receipts for moneys received or due to oppose the said proceedings if my Attorneys are of the opinion that the said proceedings are against my/Nirlon's interest.

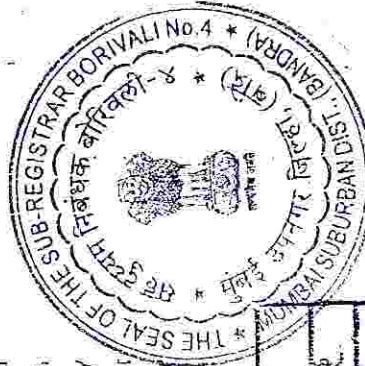
15. In case of enforcement of any Town Planning Scheme in the area, to represent me/Nirlon in the proceedings and receive compensation and/or final plans allotted to Nirlon in any scheme in relation to the Project Property to be developed.

16. In the event of any third party entering upon the said Project Property to be developed or any part thereof, to effect, eject or take possession of the Project Property to be developed or such part thereof from the occupation of any such third party.

17. In connection with any local claims, made or received or to be made in respect of the said Project upon the Property to be developed, to declare, attend all plaints, written statements, applications, petitions, affidavits and other necessary documents and to file and prosecute or defend any suits, actions or proceedings and/or to appear before any Judge, Court, Judiciary and Non-Judiciary Enquiry Magistrate or other Officer or Competent authority empowered to hear any suit or proceedings or any other



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बंदरा - २०
2009

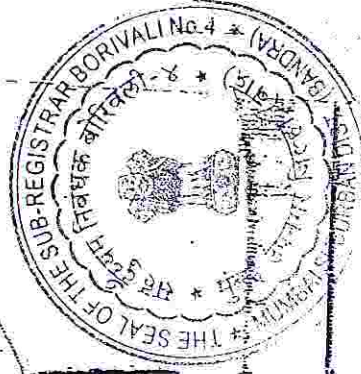
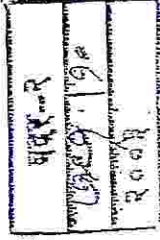
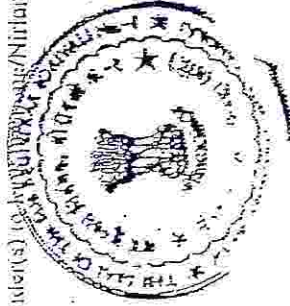
subject) relating to any of the matters relating to the said project upon the Project Property to be developed also, to accept writ of summons, process notices, sign vakalatnamas, authority letters etc.

14. In relation to the said Project in respect of the Project Property to be developed to adjust, settle, compromise or submit to arbitration any accounts, claims or demand whatsoever which now or hereafter may be pending in respect of the Project Property to be developed or in such manner and in all respect as the said Attorneys shall think fit and to pay or receive (as the case may be) the balance if any which shall appear to be due on the settlement of such accounts and reckonings and to compound for any debt or debts due to or owing by Nirlon.

15. To enter into and execute Memorandum of Sale, Allotment letters, Agreements for Sale and to receive consideration in respect of the flat/s in the new building/s to be constructed on the Project Property and execute the same on our behalf for the purpose of conferring upon the Purchaser/s the proportionate respective rights in the Project Property on which the said building/s shall be constructed.

(b) In the event of the division of the unsold built up area as provided in the Development Agreement, the Developers shall be entitled to lease/Lenve and License or let, out in any manner the flats/units/premises coming to its share as it may deem fit and proper.

16. To create security or charge as provided in the Development Agreement of even this and to sign, execute Deed of Mortgage, Memorandum, Declarations or other assurances documents and/or writings in favour of the lender(s) or any person or persons as our attorneys may deem fit and proper. Provided however in exercise of the powers or authority herein the said Attorneys shall ensure that such documentation / security shall not enable the lender(s) to recover the said dues/Nirlon for the recovery of any of the said dues.



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To appear before the Sub-Registrar of Assurances at Bandra / Mumbai and lodge all or any of the aforesaid documents executed in pursuance hereof for examination and admit execution thereof.

To apply for and obtain Income Tax Clearance Certificates under Section 281 of the Income Tax Act, 1961 and for the purpose to file necessary forms, returns and papers before Income Tax Authorities.

To comply with all requisitions and/or objections in respect of the documents lodged for registration with the Sub-Registrar of Assurances and take all steps for change of name in Property Register Card and other land revenue records

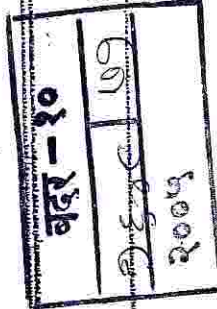
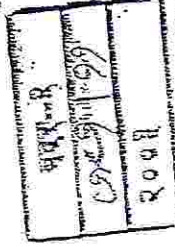
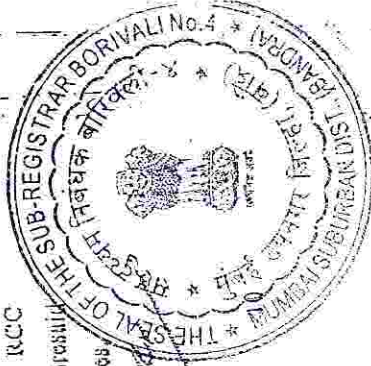
To take necessary steps for formation of Co-operative Society / Condominium / Corporate body with an intent to transfer the Project Property to be developed or any part or portion thereof with or without structures in favour of the said Society / Condominium / Corporate body and for the purpose to submit necessary applications, writings, undertakings and declarations as may be required and to appear and represent before the Registrar or other authorities under the Maharashtra Co-operative Societies Act, 1960.

To execute and register Indenture of Conveyance and /or Lease in respect of the share or any part(s) of the Project Property to be developed in favour of the said Co-operative Society, Condominium, Company or other entity of Flat Purchasers as the Developers may require after completion of the entire development as envisaged by the Development Agreement.

To appoint at its own cost, risks and expenses from time to time the following-

- (a) To appoint, Architects, Engineers, authorized agents, RCC Consultants, Contractors and other personnel for purpose aforesaid

consideration monies, salaries and/or wages



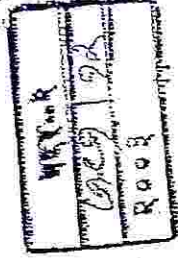
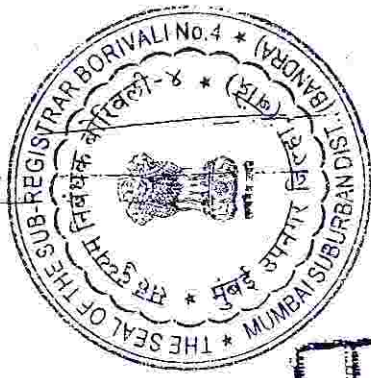
To engage, employ, dismiss and remunerate and to make contracts and agreements with architects, contractors, managers, designers, superintenders, financiers, marketing agents, consultants and other professionals or experts in connection with the Project upon the said Project Property and also employ, dismiss and remunerate other agents, servants, employees and other persons as may be required for the said Project upon the said Project Property on such terms as my attorneys shall in their absolute discretion may think fit and proper.

(vii) To employ watchmen, guards, security agents, contractors to look after and protect the Project Property to be developed.

AND IT IS HEREBY DECLARED that all costs, charges and expenses of and incidental to any acts, deeds, matters and things done or caused to be done by me and my attorneys in or about the exercise of the powers herein contained, shall be borne and paid by my said Attorneys and that no liability of any nature shall arise upon me, Milton and the said Attorneys shall be responsible for the same and shall indemnify and keep indemnified me, Milton and its successors in title for and against the payment of the aforesaid costs, charges and expenses and from and against any loss and damages that may be caused to me, Milton by reason of my Attorneys doing or causing to be done any acts, deeds, matters or things by virtue of these presents.

AND GENERALLY to do all other acts, deeds, matters and things whatsoever in respect of the said Project upon the Project Property to be developed including for obtaining all the necessary sanctions, permissions, approvals or consents for the construction work upon the said Project Property, planning, designing, constructing and marketing as available and effectually to all intents and purposes as I would do in my own proper person.

AND WE HEREBY agree and undertake to allow, ratify and confirm all and whatsoever our said Attorneys shall lawfully and bona fide do or purport to do or cause to be done by virtue of these presents.



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IN WITNESS WHEREOF the parties have put their respective hands this
12th day of November 2001.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The Larger Property)

The total area of plot presently belonging to Nirton Limited, administering
area nos. 174, 222, 1 sq. mts. bearing C.T.S. Nos. 255, 257/1 and 257 corresponding
to the new C.T.S. Nos. 255, 257A, 257B, 257C, 257D, 257E, 257F, 257G and
257H at Village Corogon, C.T.S. Nos. 557, 558, 559, 571, 586, 587 corresponding
to the new C.T.S. Nos. 557, 558, 559, 571, 586-1, 586-2, 586-3, 586-4, 586-5, 586-6,
586-7 and 586-8 at Village Pahadi, surrounded on East side by service road 60 feet
broad and Western Express Highway, West side by public road, North side by Carna
Industrial Estate and South side by New Standard Engineering.

THE SECOND SCHEDULE ABOVE REFERRED TO:

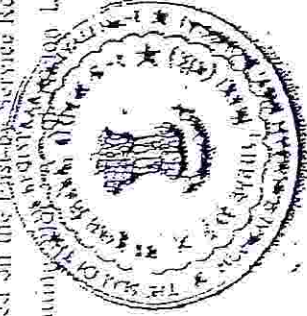
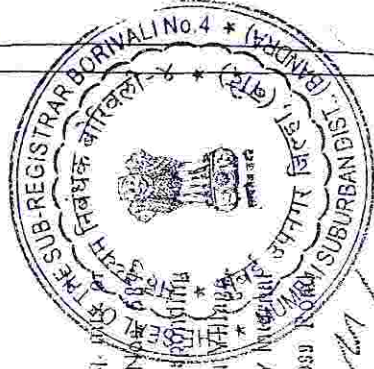
(Entire Plot 'B' property)

Plot shown as Plot 'B' - carved out from the total plot of Nirton Limited
bearing an area of 44971.72 sq. mtrs. or thereabout with C.T.S.No. 587(part) and 586
(part) at Pahadi Village and 257 (part) Corogon Village corresponding to the new
C.T.S. Nos. 580-1, 586-2, 586-5, 586-6, 586-7 and 586-8 at Pahadi Village, 257-C and
257-D at Corogon Village, surrounded on the East by Service Road and Express
Highway, West side by Internal Road, abutting Nirton's Main Plant, the North side
by S.A.M.A Industrial Estate and South side by D.P. Road and New Standard
Engineering.

THE THIRD SCHEDULE ABOVE REFERRED TO:

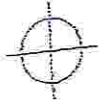
(The Owners Property)

Part of the Plot B (erstwhile entire Plot B-1) administering 27882 sq. mtrs.
or thereabouts carved out of from the total plot of Nirton Ltd. with C.T.S.No. 587
(part) and 580 (part) Pahadi Village and 257 (part) Corogon Village corresponding to
the new C.T.S. Nos. 580-1 of Pahadi Village and 257-C (part) of Corogon Village
surrounded on the East by Service Road & Express Highway, West side by Internal
road abutting Nirton's Main Plant, the North side 12 feet access road by Nirton
Limited, the South side by D.P. Road and New Standard Engineering.



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प्लॉट - २
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155

AM3
PLOT
10% R.S.

10% R.S. (10% ROAD SERVICE ROAD)
PLOT BOUNDARY

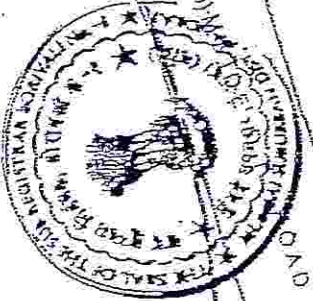
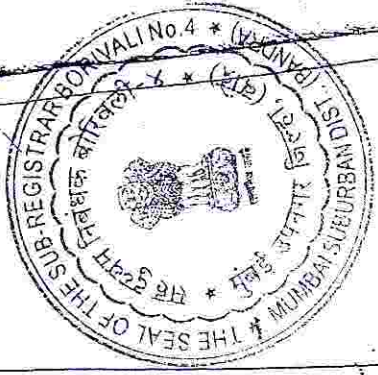
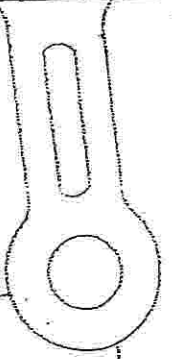
AM2
17.5% ADDITIONAL
AMENITY SPACE

AM1
10% R.S.

SUB STATION

PART OF PLOT #2

12M WIDE ACCESS ROAD



AM3
10% R.S.
10% R.S.
10% R.S.

प्लॉट - १०
१५००
१०५

आपकी कृपया ध्यान दें कि इस दस्तावेज़ में...

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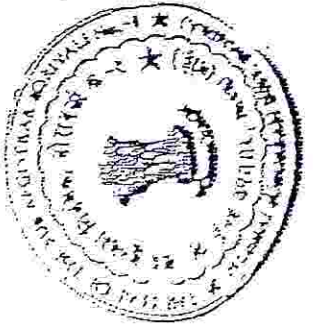
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Friday, November 07, 2003
11:21:28 AM

पावली

Original
नोटवणी 39 म.
Regn. 39 M

प्रावृत्ती क्र. : 7773

दिनांक 07/11/2003

गावाचे नाव कोलेकल्याण

दस्तावेजाचा अनुक्रमानंक

दस्तावेजाचा प्रकार

07739 2003

मुख्यापणाम

सादर करणाऱ्याचे नाव: नै. प्रतिक लोखमार्क अ.सो. तर्फे खर्चाडाम युक्ता

100.00

360.00

460.00

नोटवणी फी

नकल (स. 14(अ)) पृष्ठकनासी नकल (अ. 12(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) खर्चाडाम फी (18)

एकूण

रु.

आपणास हा दस्त अवाजे 11:36AM ह्या वेळेस मिळेल.

DELIVERED

दुर्योधन निबंधक
अ.सो. 1 (का.प्र.)

बाजार मुल्य: 1 रु.

भरलेले मुद्रांक शुल्क: 100 रु.

मोबदला: 0 रु.

स.स. दुय्यम निबंधक अ.सो. 1

मुंबई उपनगर वि.व्हा.

Scanned & developed by C.D.A.C. Pune.

SARITA IMPRINTS VERSION 4.5.1



वर्ष - १०

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100RS.



Mrs. F. B. Trakkar
Proprietor Office

21 OCT 2003

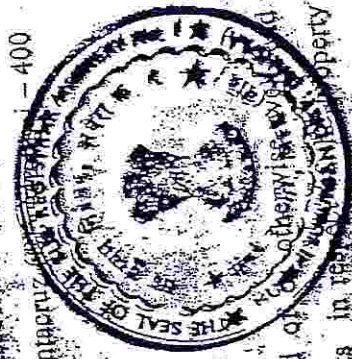
Sy. D. Dharm...
007633

007633
Phone: 641 1007

एक सौ रुपये
100RS
Roor

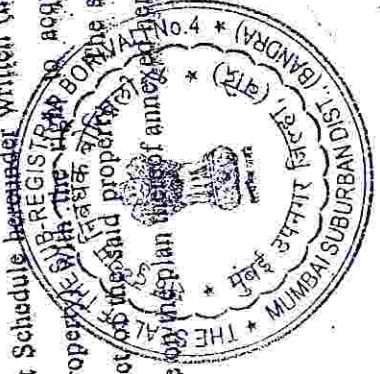
IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE (1) SYNCEM CHEMICALS (I) PVT. LTD. (2) KHANDLWAL ESTATES. PVT. LTD., the partners of M/s Pratik Landmark Associates (Firm) having its principal place of business at 159, CST Road, Kalina, Santacruz - 400 098, SEND GREETINGS.



WHEREAS:

1) The Firm is absolutely seized and possessed of the property described in the First Schedule hereunder written (hereinafter referred to as the said Owners Property) and is entitled to acquire and use the TDR permissible in respect of the said property as Annexure '1' shown by red outline on the plan of the said property as Annexure '1'.



एक सौ रुपये
100RS
Roor

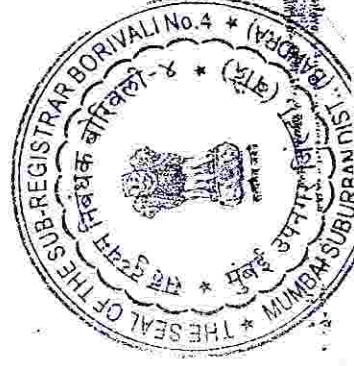
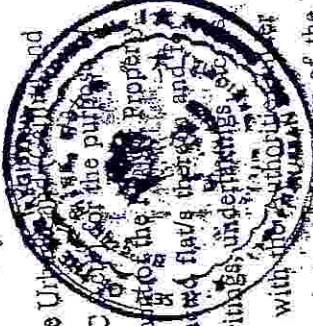
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on our behalf to do all or any of the following acts, deeds, matters and things and to exercise all or any of the following powers and authorities hereby conferred, that is to say:-

1. To make and prepare and/or cause to be made and/or prepared all plans, revised plans, specifications, designs, details and the like including for lay out, constructions, amendments, variations, etc. and to submit the same to the concerned authorities including the Collector, the Municipal Corporation of Greater Mumbai, the Town Planning Authorities, Competent Authorities under the Urban and (Ceiling and Regulation) Act, 1976 and to obtain IOD(s), Commencement Certificate(s), Occupation Certificate(s), Completion Certificate(s), whether in full or part and obtain the same revalidated / extended from time to time.

2. To make amendments/modifications to the sanctioned building/club house plans and to submit the same to the Municipal Corporation of Greater Mumbai and other concerned authorities for the purpose of obtaining approval to such submitted plans, and/or to the amendments thereof and to submit applications to the Government and other concerned authorities and for that purpose make necessary submissions and representations to the authorities from time to time and amendments and modifications thereto.

3. To approach all the concerned Authorities under the Urban and (Ceiling and Regulation) Act 1976 (hereinafter called 'the ULC Act') for the purpose of obtaining all necessary permissions for redevelopment of the Property and for permission if required for sale of constructed flats thereon and that purpose, to sign such applications, papers, writings, undertakings, etc. may be required and to carry on correspondence with the authorities under the said Act and also to prefer appeal or appeals from any order of the Competent Authority and /or any other Authority made under the provisions of the said Act in connection with the said Project Property.



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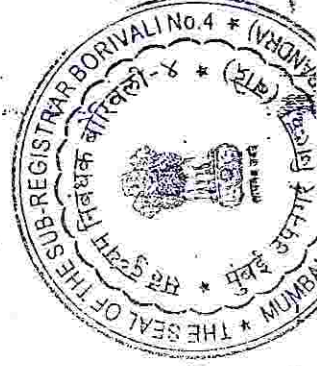
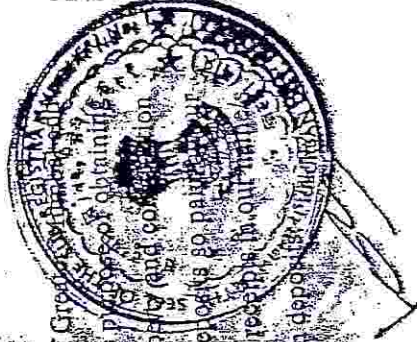
4. To amend the layout of the Project Property, if required, and to apply for and obtain the necessary sanction/approval of the M.C.G.M. to such amended layout plans and/or to apply for and obtain the sub-division of the Project Property and make amendments thereto from time to time.

5. To carry on correspondence with all concerned Authorities and bodies including the Government of Maharashtra in all its Departments, Municipal Corporation of Greater Mumbai, MMRDA and/or Town Planning Departments and other concerned Authorities in connection with the obtaining of sanctions for the proposed development of the Project Property and to sign all letters, papers, and/or other documents, applications, affidavits as may be necessary from time to time.

6. To appear and represent us before the Collector, State Government of Maharashtra, and represent us before the Chief Secretary and all concerned Authorities and local Bodies as may be necessary in connection with the obtaining of sanctions for development of the Project Property as aforesaid and to make and file necessary written applications and pleadings before them.

7. To appoint from time to time Architects, Engineers Authorised agents, RCC Consultants, Contractors and other personnel for the purposes aforesaid and to pay their fees, consideration monies, salaries and /or wages.

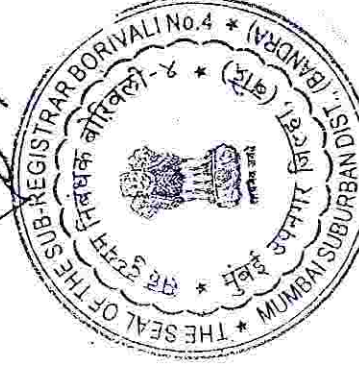
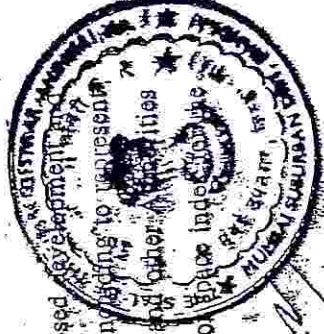
8. To pay various deposits to the Municipal Corporation of Greater Mumbai and other concerned Authorities as may be necessary for the purpose of obtaining sanctions for the development work on the Project Property and contribution of the structures thereon and to claim refund of such deposits so paid by the said Attorney /Attornies and to give valid and effectual receipts in full therefor and on our behalf in connection with the refund of such deposits.



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9. To make necessary representations including filing of complaints and appeals before the Assessor & Collector, Municipal Corporation of Greater Mumbai and other concerned Authorities, including Suits/Appeals in the Court of Small Causes at Bombay in regard to the fixation of rateable value in respect of the building/s on the Project Property and/or any portion thereof by the Assessor and Collector and the Municipal Corporation of Greater Mumbai.
10. To pay such deposits and give such letters and writings and/or undertakings as may be required from time to time by the Municipal Corporation of Greater Mumbai and/or other concerned Authorities for the purpose of carrying out the development work in respect of the Project Property as also in respect of the construction work of the building/s thereon.
11. To approach the Govt. of Maharashtra and all its departments including the Urban Development Department, Textile Department, Housing Department the Collector of Mumbai and all other concerned Authorities for the purpose of obtaining necessary NOC and / or permission and/or sanction in regard to the carrying out the construction of the said building/s and completion thereof on the Project Property and the sale of flats in the new building/s.
12. To make applications for water connections, drainage, electric supply, telephone cables and other incidental requirements which may be required for the development of the Project Property.
13. To do all acts, deeds and things in respect of the proposed development and construction of buildings upon the Project Property, including to represent before the Municipal Corporation of Greater Mumbai and other Authorities for any plans and for obtaining and confirming the floor space index/charge for construction proposed to be carried out.



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14. To represent us and appear before the Authority / Authorities or official / officials in charge of assessment of the Project Property for determining the amount of deposits, premiums, rates, taxes, assessments, etc. and to make and furnish statements and information required and if aggrieved by any order, file, appeals, petitions, representations, etc. and to take all appropriate steps as the said Attorney/s may think fit and proper in such matters.

15. To pay or allow all deposits, premiums, rates, taxes, assessments, charges, deductions, expenses, insurance premiums, deposits, LUC charges and other payments and outgoings whatsoever due and payable or to become due and payable for or on account of the Project Property to any body or Authority.

16. To appear before the Collector, State Government of Maharashtra and other Authorities in connection with any matter or matters concerning the Project Property including to obtain all required permissions, sanctions, consents, no objections, licences, permits, assessments, confirmations or clarifications concerning the Project Property which are or may be required to be obtained under any statutes, rules, regulations or otherwise.

17. To apply for and obtain the necessary N.O.C. of the Civil Aviation Authority in respect of the proposed building/s if necessary.

18. To apply for and obtain N.O.C. of the Chief Fire Officer in respect of the proposed building/s.

19. To continue with, carry on and complete all development work on the Project Property including the building/s and structure/s to be constructed along with related works as per sanctioned plans specifications, details, etc. with such modifications and/or deviations as may be required and necessary by the said Authorities and to pull down, rebuild, repair, Authorities And to build in or upon and/or to pull down, rebuild, repair,



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improve, alter, insure any buildings, tenements, structures or erections or any kind and description upon the Project Property.

20. To create security or charge as provided in the above mentioned Development Agreement and to sign, execute Deed of Mortgage, Memorandum, Declarations, Deed of Hypothecation or other assurances documents and/or writings in favour of the lender(s) or any person or persons as our attorneys may deem fit and proper. Provided however in exercise of the powers or authority herein the said Attorneys shall ensure that such documentation/security shall not enable the lender(s) to look upon us for the recovery of any of the said dues.

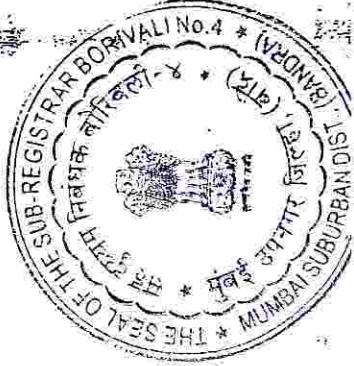
21. (a) To enter into and execute Memorandum of Sale, Allotment letters, Agreements for Sale and to receive consideration in respect of the flat/s in the new building/s to be constructed on the Project Property and execute the same on our behalf for the purpose of conferring upon the Purchaser/s the proportionate respective rights in the Project Property on which the said building/s shall be constructed.

(b) In the event of the division of the unsold built up area as provided in the Development Agreement, the Developers shall be entitled to lease/Leave and License or let out in any manner the flats/units/premises coming to its share as it may deem fit and proper.



22. To sign and execute all such forms, applications, declarations, undertakings, Indemnities or any other documents as may be necessary to form and register a co-operative Society of the new building/s.

23. To sign and execute the 'Declaration' contemplated under Section 2 of Maharashtra Apartments Ownership Act 1970, if it is decided to submit the



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said property i.e. the land of the new building to the provisions of the Maharashtra Apartments Ownership Act, after completion of the entire development as envisaged under the said Development Agreement.

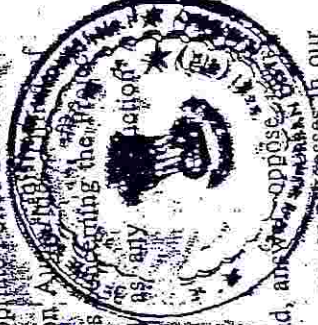
24. To execute Deed/s of Apartment and to receive consideration in respect of the flat/s in the new building/s in pursuance of the said Development Agreement.

25. To execute and register Indentures of Conveyance or Lease in respect of the Project Property to be developed or any part thereof in favour of any Co-operative Society, Condominium, Company or other entity / third party as the Developer may require, after completion of the entire development as envisaged under the said Development Agreement.

26. To lodge all or any of the documents executed in pursuance hereof, for registration with the appropriate registering Authority and to admit execution thereof.

27. To attend to and represent us in all Courts and Tribunals including the High Court either in Ordinary or Appellate Jurisdiction, Labour Court or any other Courts, Industrial Tribunals as well as all Central and State Government Department including the Office of the Collector(s), Tahsildar(s), Land Revenue, Mamlatdar(s), Talati(s), or any other Revenue or other Authority including S.L.R. Office, City Survey Office or appropriate Police Stations or Police Offices or Police Departments, Civil Aviation Authorities, the Chief Fire Officer etc., in relation to any affairs as may affect the Property or any part or portion thereof as well as any action or development work thereon.

28. To commence, prosecute, continue, enforce, defend, admit, oppose, appear, accept service of any notices, writs of summons or processes in our name and to act for us and represent us in all actions, suits, legal and other

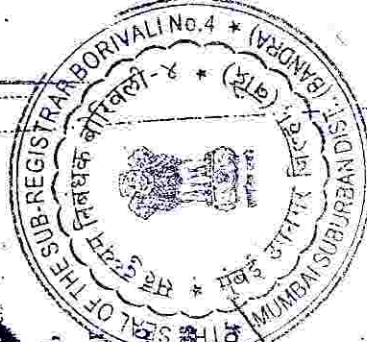
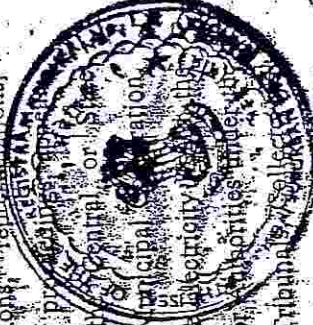


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proceedings and demands whatsoever whether civil, criminal arbitration, political or administrative relating to or touching the Project Property or any part or parts thereof AND to reply to any notices and to sign verify declare and affirm swear and file in or for the purposes of any such actions, suits, proceedings as aforesaid all such plaints, written statements, affidavits, petitions, applications, appeals, review and revision applications, complaints etc. as the said Attornies or any of them shall think fit and if thought fit by the said Attornies or any of them to settle, compromise, adjust, compound, refer to arbitration, abandon to judgment and execution or become non-suited in all or any of such actions, suits and proceedings and to enforce by execution, attachment, distress suit or otherwise any decrees orders or awards in any favour (either solely or jointly with any other person or persons) AND at the discretion of the said Attornies or any of them to retain employ and give instructions to advocates, solicitors and pleaders and to sign and give warrants, vakalatnamas and other Authorities to them or any of them in respect of and/or in relation to or touching any of the matters and things contained in these presents and from time to time at pleasure to revoke the same.

29. To make, sign, execute, submit, address any such plaints, petitions, applications, forms, declarations, affidavits, documents, undertakings, papers, writings, Indemnity bonds, letters, communications, representations, statements, terms, conditions, etc. as also to file any proceedings, applications, review and revision applications to or before the Principal Magistrate, Government, the Collector of Bombay, the Bombay Municipal Corporation, the Town Planning Authorities, the Maharashtra State Electricity Board, BEST, BSES, the MTNL, the Competent Authority of Maharashtra, the Collector of Urban Land (Ceiling and Regulations) Act, 1976, Tribunal, Collector, Land Revenue and Assessors and Collectors of Municipal Rates and Taxes, Commissioner of Police and any other appropriate Government or Local Statutory Authority or other Competent Authority or Authorities or public body or bodies whatsoever including all the departments officers and officials of the aforesaid Governments Corporations Collector Authority



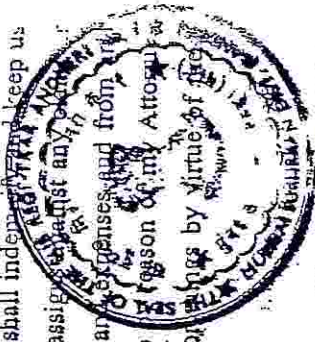
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Authorities Body or Bodies etc or any other person or persons, body or bodies (corporate or incorporate) association or associations as may be necessary to carry out and /or implement any of the provisions herein contained.

AND GENERALLY to do all such other acts, deeds, matters and things as may be necessary for the development of the Project Property upto final completion, for the sale of the various premises in the new building to be constructed thereon including the formation of the Condominium/Co-operative Society/Limited Company of the flat holders therein as may be deemed proper by the Developers and handing over/conveying/transferring of the developed property to the said Condominium/Co-operative Society/Limited Company as amicably and effectually to all intents and purposes as we could do in my own proper person.

AND IT IS HEREBY DECLARED that all costs, charges and expenses of and incidental to any acts, deeds, matters and things done or caused to be done by our said Attornies in or about the exercise of the powers herein contained, shall be borne and paid by our said Attornies along without claiming any reimbursement and the said Attornies shall be responsible for the same and shall indemnify and keep us indemnified and harmless and also our successors and assigns and shall not be liable to demand or the payment of the aforesaid costs, charges and expenses and from against any loss and damage that may be caused to me or my Attornies or my assigns by reason of my Attornies doing or causing to be done any acts, deeds, matters and things by virtue of this presents.



AND WE HEREBY agree and undertake to allow, ratify and confirm all acts whatsoever my said Attornies shall lawfully do, or purport to do or cause to be done by virtue of these presents.



AND WE HEREBY further confirm that this Power of Attornies shall be irrevocable.

444-30
2008

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 10/30/03
 1002

IN WITNESS WHEREOF we have hereunto set our hands to this writing
 on this 6th day of November 2003.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The Owners Property)

Part of the Plot B (erstwhile entire Plot B-1) admeasuring 27882 sq. mts. or thereabouts carved out of from the total plot of Nirilon Ltd. with C.T.S.Nos. 587 (part) and 586 (part) Pahadi Village and 257 (part) Goregaon Village corresponding to the new CTS Nos.586-1 of Pahadi Village and 257-G (part) of Goregaon Village, surrounded on the East by Service Road & Express Highway, West side by internal road abutting plot "A" of Nirilon Limited, the North side 12 feet access Road connecting Service Road and Nirilon's larger property and the South side by D.P.Road and New Standard Engineering and shown by red outline on the Plan being Annexure '1' hereto. DEVELOPMENT AGREEMENT Regd. Under MR.

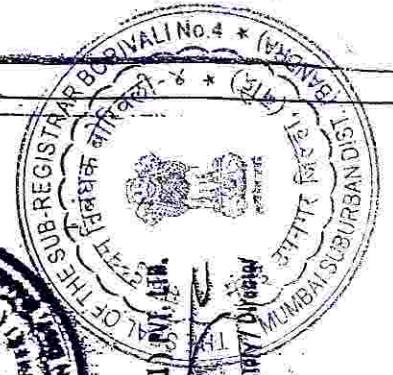
502-2/8170/03 DT. 10/11/03

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The Project Property)

All that piece or parcel of land or ground admeasuring 8,537 sq. mts. or thereabouts being a part of the land described in the Third Schedule above referred to and shown by yellow wash on the plan being Annexure '1' hereto.

SIGNED AND DELIVERED by the
 withinnamed Owners PRANIK
 LANDMARK ASSOCIATES
 through the hands of its partners
 (1) Synchem Chemicals (I) Pvt. Ltd.
 by the hand of its Director
 Mr. Khushiram Gupta

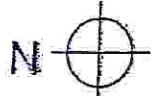


For SYNCEM CHEMICALS (I) PVT. LTD.
 Authorised Signatory Director

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ANNEXURE-1

2002
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AM2
17.5% ADDITIONAL
AMENITY SPACE

AM1
10% R.G.
ELE
SUB STATION

AM3
10% R.G.
PLOT C

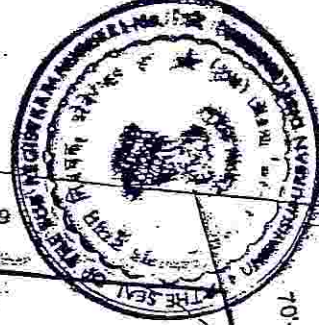
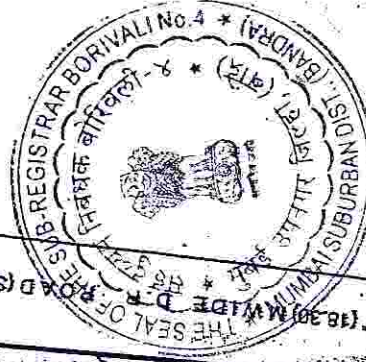
PART OF PLOT A3

12M WIDE ACCESS ROAD

PLOT BOUNDRY

AREA = 8,937 Sq.Mt

AREA = 27,882.23 Sq.Mt



70'-0" (21.35) M WIDE D.P. ROAD

2002
2836
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77/11/2003
11:22:45 am

वस्तुम निबंधका
अधारी 1 (मॉडल)

वस्तु गोपवारा भाग-1

ववर
वस्तु क्र 7739/2003

वस्तु क्रमांक : 7739/2003
वस्तुचा प्रकार : मुख्यारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अगत्याचा ठसा

माह नो पतिका लेखातले असो तर्फे कुशीराम - गुला

पत्ता: पार्लोड रो: 190

मुंबई-400 001

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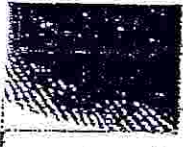
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लिहून घेणार

वय

सही

उपलब्ध नाही

उपलब्ध नाही

माह नो पतिका लेखातले असो तर्फे

पत्ता: पार्लोड रो: 190

मुंबई-400 001

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उपलब्ध नाही

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पत्ता: पार्लोड रो: 190

मुंबई-400 001

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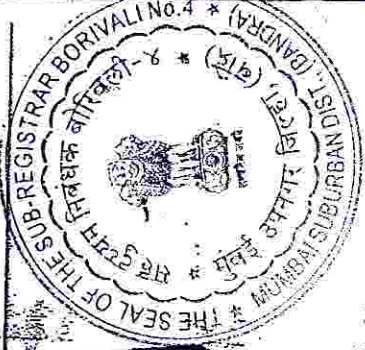
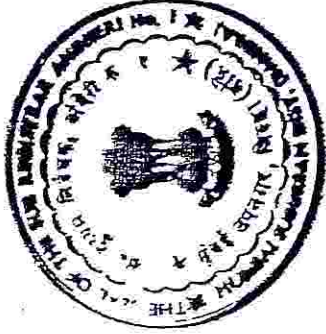
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REGISTRATION NO. 7739/2003 (MUMBAI SUBURBAN DIST. BANDRA)

1 OF 1

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दस्ता गोपवारा भाग - 2

वदर
दस्ता क्रमांक (7799/2003)

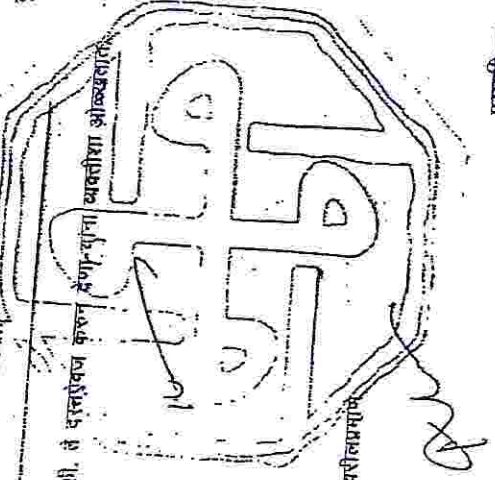
दिनांक: 14/11/2003 या गोपवारा
आदि मुद्दा 11 सोपदला 0 भरलले मुद्रांक शुल्क : 100
दिनांक: 07/11/2003 11:17 AM
दिनांक: 06/11/2003
दिनांक: 07/11/2003 11:22 AM

Handwritten signature

पावती क्र.: 7773
पावतीचे क्रमांक: 07/11/2003
नाम: मे प्रानिक लंडनार्क असो वर्गो युशीराम -
मुला
100 : नोंदणी फी
360 : नसकल (अ. 11(1)), मुद्रांकनाची नसकल
(अ. 11(2)),
रुज्यात (अ. 12) व प्रायाविद्यन (अ. 13) ->
एकात्रित फी
460: एकूण

दस्ता क्रमांक: 7799-2003
दिनांक: 07/11/2003 11:17 AM
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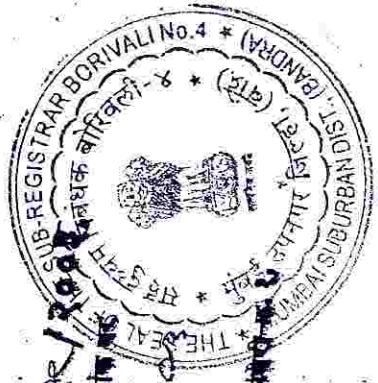


उ. निबंधक (वराही, वांशरी 1 (सांद्र)

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प्रमाणित करायत येते की, या
दस्तामध्ये पक्ष...
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वदर-१/७७९९/२००३
वदर-१/७७९९/२००३



वदर-१०
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100RS.



श्रीमती शारदा वि. भतगियार
पत्तण राहेज हाउस निम्न,
फिक् राहेज रोड, कन्वेंट रोड,
बॉम्बे 400 052

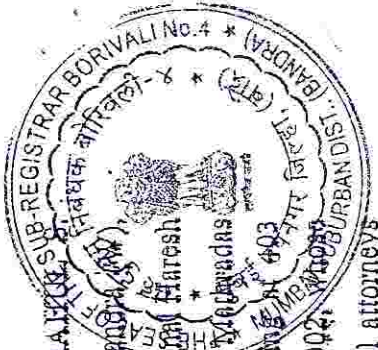
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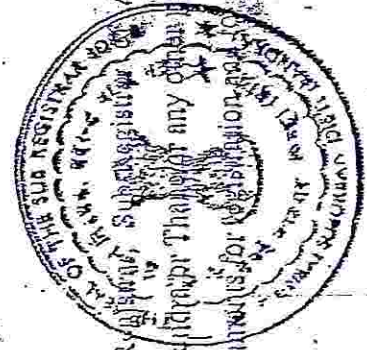
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श्री. श्री. श्री. राहुल... S. Rakesh

SPECIFIC LIMITED POWER OF ATTORNEY



TO ALL TO WHOM THESE PRESENTS SHALL COME I, RAHEJA SUB-REGISTRAR BOMBAY, RAHEJA RAHEJA residing at Raheja House 53-A, Auxilium, Convent Road, Bandra (W), Mumbai 400 052, do hereby nominate, constitute and appoint 1) Shri. Kishan Hareesh Engineer residing at Flat No.73, 7th Floor, Vasant Ashwarya D Wing, 400067, Road, Kandivali(W) Mumbai 400067, (2) Shri. Mohan P Ahuja residing at 403 Balaji Apartments, Dhobighat Road, Sainaba Chowk, Uhasanagar, 421002, Mumbai to be my true and lawful attorneys jointly and /or each of them severally to act for me and to do the following acts and deeds:-

- 1. To appear before any Registrar, Sub-Registrar or Assurances Authorities at Bombay/ Bandra or any other place and to lodge and/or present document /documents for registration and to admit the execution



बॉम्बे - २०
१९०८
२००९

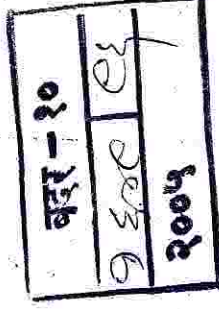
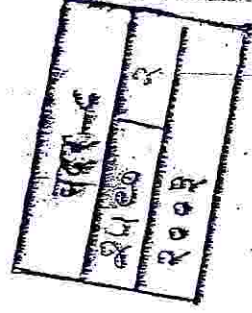
२५००
२००२

of all the documents that is Agreements, Deed of Conveyance, Lease Deed, including the Deed of Rectification, Deed of Confirmation and all other documents executed by me in my personal capacity, or as a partner of a firm or as Karta of Hindu Joint Family or as a Director/Executive of any Private or Public Limited Company and Trustee or Administrator and Executor of the estate of any person and sign or execute the receipt thereof in my name or on my behalf as aforesaid and deliver the said document/documents to me as may be intended under the terms and conditions of the said document/s and to do all things necessary for the purpose of registration of the said document or documents under the Indian Registration Act.

2. To sign all papers, letters and to appoint Advocate/s, Pleader/s necessary for all or any of the above purposes only and to incur expenses for all or any of the purposes.

3. To prosecute, defend any proceedings that may be necessary or expedient for any of the above purpose only and to appoint any pleader/s on my behalf and defend such legal proceedings in or before any court or officer or appellate or revision court or authority and for such purpose to accept any service or notice or process issued by lawful authority.

4. And generally to do all lawful acts necessary for the aforesaid purposes and hereby agree that all acts, deeds and things lawfully done by my said Attorneys in respect of the aforesaid purpose shall be construed as acts, deeds and things done by me and I hereby undertake to ratify and confirm all and whatever that my said attorneys shall lawfully do and cause to be done for me by virtue of this Specific Limited Power of Attorney.



SPECIFIC LIMITED POWER OF ATTORNEY FOR REGISTRATION (RSR)

IN WITNESS WHEREOF I, the said RAHUL S RAHEJA have signed this
Power of Attorney this 10th day of MARCH, 2003,

SIGNED AND DELIVERED

by the withinnamed SHRI /

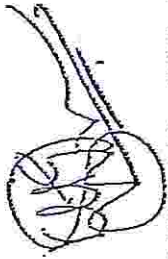
RAHUL S. RAHEJA

in the presence of

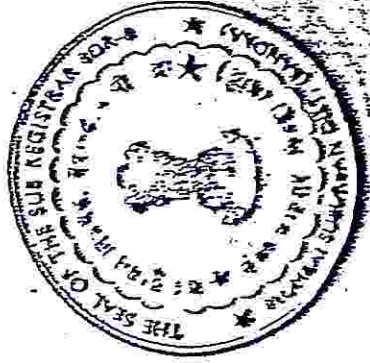
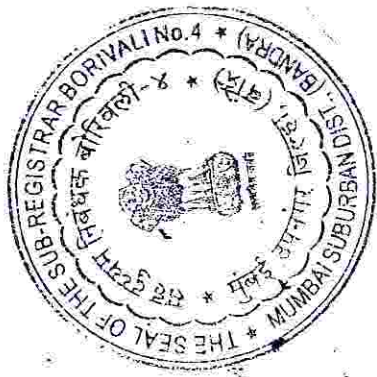
Before me

Specimen signatures of the
Constituted Attorneys:

SHRI. KUNAL HARESH ENGINEER,



(SHRI. MOHAN P AHUJA)



REGISTRATION NO.	2400
DATE	10/3

SPECIFIC LIMITED POWER OF ATTORNEY FOR REGISTRATION (S/LP)

REGISTRATION NO.	2400
DATE	10/3



दस्तावेज गोपनीय भाग - 2

बंदरब
पुस्तक क्रमांक (2590/2003)

दस्तावेज क्र. [बंदरब-2590-2003] चा गोपनीय
आचार पुरवः 0 मोडरना 0 मरलोले मुद्रांक युक्तः 100

दस्तावेज केरनाचा दिनांक : 11/03/2003 10:57 AM
दिनांकचा दिनांक : 10/03/2003

दस्तावेज अर्था-भाषा सही :

दस्तावेज प्रकार : 2) मुद्राचारणी असासनाचारणी म्हणून मंत्रालय
प्रमाणन क्र. 1 चा बंधः (भा.दस्तावेज) 11/03/2003 10:57 AM
प्रमाणन क्र. 2 चा बंधः (भा.) 11/03/2003 11:02 AM
प्रमाणन क्र. 3 चा बंधः (भा.सु.) 11/03/2003 11:03 AM
प्रमाणन क्र. 4 चा बंधः (आ.सु.) 11/03/2003 11:03 AM

दस्तावेज केरनाचा दिनांक : 11/03/2003 11:03 AM

आलेखः
आलेखीक इत्येव असे निवडील अस्तवतः की, ते दस्तावेज अस्तव वेणा-यांना आचरीशा ओळखतात,
न त्यांची ओळख पारंपितात.

1) अर्था - वेरणाणी धर/पलोट मः
पारलो/वस्ताः एव ली संड
असासनीचे भाषा साई युवा

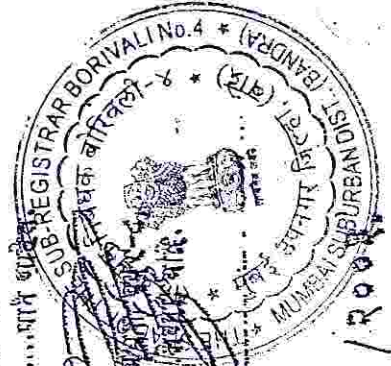
इमारत मः
प.स.वसाहलः
अहर/पाशःभासाड प म

आयुष्याः
मनः 64.
2) कामरुथा - वेरणाणी धर/पलोट मः परीलमामा

पारलो/वस्ताः
इमारतीचे भाषः
इमारत मः
प.स.वसाहलः
अहर/पाशः
आयुष्याः
मनः

मुद्रांक युवा - भाषा - वेरणाणी धर/पलोट मः
मुद्रांक युवा - भाषा - वेरणाणी धर/पलोट मः (भा.द.)

मनागित करपयाल वेले का/ या
मस्तासर्थे प्रमाण.



बंदर-६ / २५६० / २००३
पुस्तक क्रमांक १, भाषांक बंध
मोपळा.
दिनांक ११/०३/०३



मुद्रांक युवा - भाषा - वेरणाणी धर/पलोट मः

बंदर-१०
१६००
२००३

29/03/2005

दुय्यम निबंधकः

3:56:06 pm सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

वदर10

दस्त क्र 1649/2005

दस्त क्रमांक : 1649/2005

दस्तावा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: प्रविणकुमार अगरवाल -

पता: घर/प्लॉट नं: गरुडा कन्याकुमारी सर एम व्ही मार्ग

अंधेरी पू

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

पॅन नम्बर: -

लिहून घेणार

वय 33

सही



2 नाव: ज्योत्सना प्रविण कुमार अगरवाल -

पता: घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

पॅन नम्बर: -

लिहून घेणार

वय 32

सही



3 नाव: मे/- के. रहेजा युनिव्हर्सल प्रा. लि. चे संचालक

राहुल रहेजा तर्फे मुखत्यार मोहन - आहुजा

पता: घर/प्लॉट नं: रहेजा सेंटर पॉईंट, 294 सी टी एस

रोड कलिना सांतकुझा पू मु 98

गल्ली/रस्ता: -

ई

लिहून देणार

वय 42

सही



4 नाव: मे/- प्रणिंक लॅण्डमार्क असोसिएट्सचे मुखत्यार

राहुल रहेजा तर्फे मुखत्यार मोहन - आहुजा

पता: घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

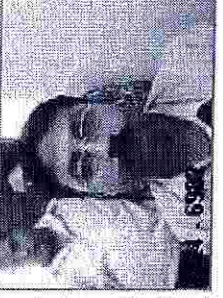
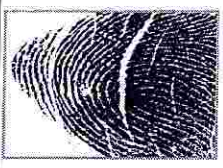
पेट/वसाहत: -

शहर/गाव

लिहून देणार

वय 42

सही



5 नाव: निरलोन ली तर्फे मुखत्यार राहुल रहेजा तर्फे

मुखत्यार मोहन आहुजा - आहुजा

पता: घर/प्लॉट नं: निरलोन कंपनी वे ए हायवे गोरेगाव पू

मु 63

गल्ली/रस्ता: -

ईमारतीचे नाव: -

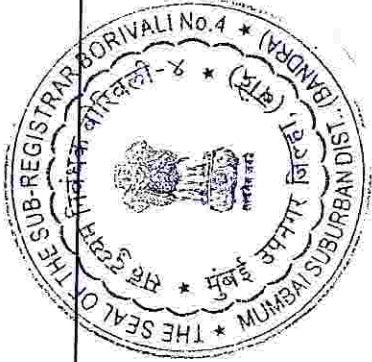
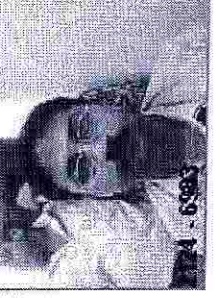
ईमारत नं: -

पेट/वस

मान्यता देणार

वय 42

सही



वदर - १०

१६४९९००

२००५

दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

वदर10

दस्त क्रमांक (1649/2005)

दस्त क्र. [वदर10-1649-2005] या गोषवारा

बाजार मूल्य :2369105 मोबदला 3204750 भरलेले मुद्रांक शुल्क : 144000

दस्त हजर केल्याचा दिनांक :29/03/2005 03:50 PM

निष्पादनाचा दिनांक : 24/03/2005

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 29/03/2005 03:50 PM

शिकका क्र. 2 ची वेळ : (फी) 29/03/2005 03:54 PM

शिकका क्र. 3 ची वेळ : (कबुली) 29/03/2005 03:55 PM

शिकका क्र. 4 ची वेळ : (ओळख) 29/03/2005 03:55 PM

दस्त नोंद केल्याचा दिनांक : 29/03/2005 03:56 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) किरण गुरव- , घर/फ्लॅट नं: बी 101

गल्ली/रस्ता: -

ईमारतीचे नाव: कृष्णा पॅलेस

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: कांदीवलीपू

तालुका: -

पिन: -

2) केशरा भोसले- , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

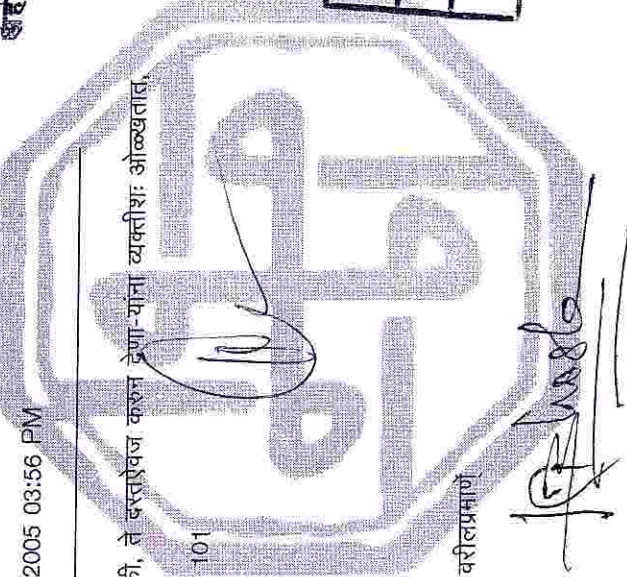
ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -



वदर - १०
१६४९/१०
२००५

प्रमाणित करणेत येतो की, या दस्तामध्ये एकूण...२००५...पाने आहेत.

सह दुय्यम निबंधक बोरोवली-क्र. ४,
मुंबई उपनगर जिल्हा.

सह दुय्यम निबंधक बोरोवली-क्र. ४,
मुंबई उपनगर जिल्हा.



वदर-१०/१६४९-२००५
पुस्तक क्रमांक १, क्रमांक
नोंदला. २९/०३/०५
दिनांक: २९/०३/०५
वर

सह दुय्यम निबंधक, बोरोवली - ४,
मुंबई उपनगर जिल्हा.



दस्तावेज क्रमांक व वर्ष: 1649/2005

Tuesday, March 29, 2005

3:56:21 PM

दुय्यम निबंधक: सह दु.नि.का-बोरीवली 4

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पी.एस.पहाडीगोरेगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,204,750.00
बा.भा. रु. 2,369,105.00

- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 586 वर्णन: विभागाचे नाव - पहाडी-गोरेगाव पूर्व (बोरीवली), उपविभागाचे नाव - 58/271 - भूभाग : उत्तरेस गोरेगाव स्टेशन ते द्रुतगती मार्ग जोडणारा रस्ता, पूर्वेस द्रुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे सर्वनिका न 1105, 11 वा माळा टोंवर ए, रहेजा शेरबुड कारपार्की ग सहीत

- (3) क्षेत्रफळ

(1) बांधीव मिल्कतीचे क्षेत्रफळ 75.53 चौ.मी. आहे.

- (4) आकारणी किंवा जुडी देण्यात आसेल तेंव्हा

(1)-

- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) से/- के. रहेजा युनिव्हर्सल प्रा. लि. चे संचालक राहुल रहेजा तर्फे मुखत्यार मोहन - आहुजा; घर/फ्लॉट नं: रहेजा सेंटर फॉइंट, 294 सी टी एस रोड कलिना सांताक्रुझ पू मु 98; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -

(2) से/- प्रणिंक लॅण्डमार्क असोसिएट्सचे मुखत्यार राहुल रहेजा तर्फे मुखत्यार मोहन - आहुजा; घर/फ्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -

(3) मिलॉन ली तर्फे मुखत्यार राहुल रहेजा तर्फे मुखत्यार मोहन आहुजा - आहुजा; घर/फ्लॉट नं: निरलॉन कॅम्पा वे ए-द्वयचे गोरेगाव पू मु-63; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -

- (6) दस्तऐवज करून घेण्या-या

पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) प्रविणकुमार अगरवाल -; घर/फ्लॉट नं: गरुडा कन्याकुमारी सर एम व्ही मार्ग अंधेरी पु; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -

(2) ज्योत्सना प्रविण कुमार अगरवाल -; घर/फ्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -

- (7) दिनांक करून दिल्याचा

24/03/2005

- (8) नोंदणीचा

29/03/2005

- (9) अनुक्रमांक, खंड व पृष्ठ

1649 /2005

- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु 144000.00

- (11) बाजारभावाप्रमाणे नोंदणी

रु 300000.00

- (12) शेंरा

DATED THIS 24th DAY OF March 2005

K. RAHEJA UNIVERSAL PVT. LTD.

..... DEVELOPER
AND

SYNCHEM CHEMICALS PVT. LTD.

AND
.... OWNER

NIRLON LIMITED

.... CONFIRMING PARTY

AND

MR. PRAVIN KUMAR AGARWAL
MRS. JYOTSNA PRAVIN AGARWAL

... PURCHASER/S.

AGREEMENT FOR SALE

Agreement in respect of Flat No. 1105
on the 11th Floor in the building known as
"Raheja Sherwood" - Tower 'A',
situated at Nirlon Compound,
Western Express Highway, Mumbai - 400 063.

Zone - 58/271
CHS - 586 (PT)
Village - P. Goregaon (E)
Rate - 27500 + 10%
Area - 75.53 Sq. mt b-up
FV - 31,04,750/-
MV - 2243241/-
SD - 139000/-

M/s. Kanga & Co.,
Advocates & Solicitors,
Ready Money Mansion,
1st Floor, Veer Nariman Road,
Mumbai 400 023.

DATED THIS 24th DAY OF March 2005

K. RAHEJA UNIVERSAL PVT. LTD.

..... DEVELOPER

AND

SYNCHEM CHEMICALS PVT. LTD.

.... OWNER

AND

NIRLON LIMITED

.... CONFIRMING PARTY

AND

Mr. Pravin Kumar Agarwal
Mrs. Jyotsna Pravin Agarwal

... PURCHASER/S.

AGREEMENT FOR SALE

Agreement in respect of Flat No. 1105
on the 11th Floor in the building known as
"Raheja Sherwood" – Tower A,
situated at Nirlon Compound,
Western Express Highway, Mumbai – 400 063.

M/s. Kanga & Co.,
Advocates & Solicitors,
Ready Money Mansion,
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