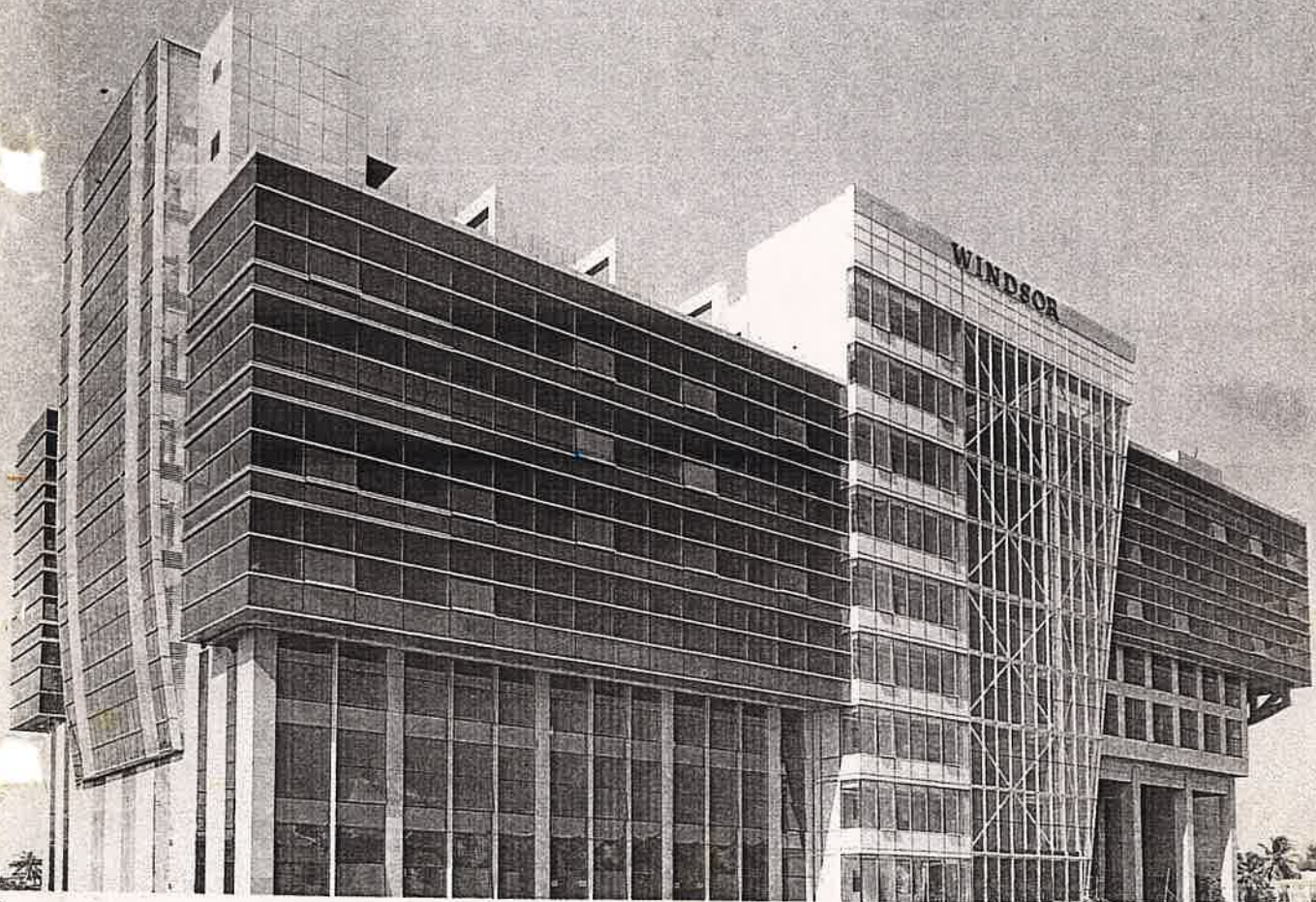


Agreement For Sale

Crescent Chemicals.

Original Agreement Sent to UBF (Siam)
on 8/7/2005.



WINDSOR



Thursday, June 30, 2005

12:47:15 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7125

गावाचे नाव कोलेकल्याण

दिनांक 30/06/2005

दस्तऐवजाचा अनुक्रमांक वदर1 - 07057 - 2005

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:मे. क्रिसेंट केमिकल्स तर्फे भागीदार जी. डी. शाह - -

नोंदणी फी	:	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (82)	:	1640.00
एकूण	रु.	31640.00

आपणास हा दस्त अंदाजे 1:02PM ह्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 1 (वांद्रा)


मह. दुय्यम निबंधक अंधेरी-१,
मुंबई उपनगर जिल्हा

बाजार मुल्य: 23070298 रु. मोबदला: 38654520 रु.
भरलेले मुद्रांक शुल्क: 1932750 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: युनियन बँक ऑफ इंडिया, सायन ;
डीडी/धनाकर्ष क्रमांक: 052119; रक्कम: 30000 रु.; दिनांक: 28/06/2005

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 30/6/2005

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Customer Copy	
Deposit Br.	Date: 24/6/09
Pay to: Acct Stamp Duty Mumbai	
Franking Value	Rs. 1932730
Service Charges	Rs. 10
Total	Rs. 1932740
Name of Stamp duty paying party: Crescent Chemicals 56/B Bldg. Hospital Estate, Andheri, Mumbai 400 039 DD/Chq. No. 05206 Received With thanks Drawn on Bank Rs. 1932730 towards Union of India (Sign East)	
(For Bank's Use only)	
Tran ID	
Franking Sr. No.	12352
Officer	

ICICI BANK LTD FRANKING DEPOSIT SLIP

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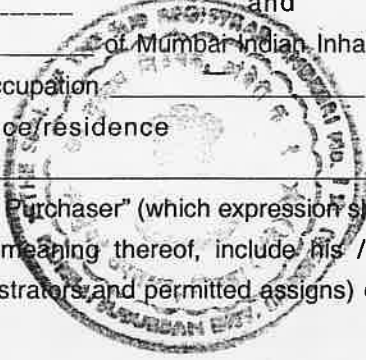
THIS AGREEMENT made at MUMBAI, the 28th day of June 2005 Between **EMGEEN HOLDINGS PRIVATE LIMITED**, a Company incorporated under the Companies Act I of 1956 having its registered office at "Dwarka", 57, Tagore Road, Santacruz (West) Mumbai-400 054, and its corporate office at "Rahejas", 8-C Corner of Main Avenue and V. P. Road, Santacruz (West), Mumbai-400 054, hereinafter called "Emgeen" (which expression shall unless it be repugnant to the context or meaning thereof, include its successor or successors) of the One Part and (1) _____ and (2) _____ of Mumbai Indian Inhabitant, aged about _____ years respectively, occupation _____ having his/her office/residence _____ at _____ hereinafter called "the Prospective Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof, include his / her / their respective heirs, executors administrators and permitted assigns) of the Other Part;

OR

_____ LIMITED, a company incorporated under the Companies Act 1956 having its registered office at _____ hereinafter called "the Prospective Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof, include its successor or successors and permitted assigns) of the Other Part;

OR

Crescent Chemicals, a partnership firm duly incorporated and governed by the Indian Partnership Act 1932 having its principal place of business at 5013 Bldg. No. 5 Mittal Estate, Andheri Kurla Road, Andheri (E), Mumbai 400 057. hereinafter called "the Prospective Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof, include the partners or person for the time being and from time to time constituting the said firm) of the Other Part



ICICI Bank Ltd., Crystal Building, Water-Field Road, Bandra (west), Mumbai-400050.

Saurabh Bhauiwala
ICICI Bank Ltd.
Officer

D-51STP(V)/C.R. 1011/03/2004/2408-11

भारत 43582
103809
Special
Adhesive
JUN 24 2005
19327301-PB5148
16:29
MAHARASHTRA

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Ms. Nalini Das Tripathy
103809
Special Adhesive JUN 24 2005
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MAHARASHTRA
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W H E R E A S :

- (a) Kalina Metal and Engineering Works (hereinafter referred to as the Original Owner) has by and under a Development Agreement dated 1st February 2002 (which Agreement has been fully stamped and has been registered with the Sub-Registrar of Assurances, Bandra) granted in favour of Emgeen full and exclusive development rights in respect of land admeasuring approximately 3748.90 sq. mtrs. bearing CTS No. 5436 B, 5433 C/1 and 5437-A all of Village Kole – Kalyan, Taluka, Andheri, B.S.D. together with the structures then standing thereon, which said composite piece of land is situated Off C.S.T. Road (Vidyanagari Marg), Kalina, Santacruz (East), and is hereinafter for brevity's sake referred to as "the said Kalina lands";
- (b) Pursuant to and in accordance with the aforesaid Development Agreement (referred to in recital (a) above) Emgeen is in full and exclusive possession of the said Kalina lands and is entitled to develop the same to the maximum extent permissible under law and is in a position to acquire absolute title to the said Kalina lands either in its own name or in the name of persons as may be nominated by Emgeen;
- (c) Bharat Radiators Limited (BRL) (with the concurrence of the erstwhile occupants thereof) has by and under a Development Agreement dated 6th March 2002 and further BRL has by and under five Development Agreements, three of which are dated 6th March 2002 and two of which is dated 28th March 2002 (all of which Agreements have been fully stamped and has been registered with the Sub-Registrar of Assurances, Bandra) granted in favour of Emgeen full and exclusive development rights in respect of land admeasuring approximately 7939.7 sq. mtrs. bearing CTS No. 5428, 5428/1, 5429/2, 5430 and 5436 C, all of Village Kole – Kalyan, Taluka Andheri, B.S.D. together with the factory building and structures then standing thereon, which said composite piece of land interalia abuts on the proposed D.P. Road and is hereinafter for brevity's sake referred to as "the said BRL lands";
- (d) Pursuant to the aforesaid Development Agreements (referred to in recital (c) above) Emgeen is in full and exclusive possession of the said BRL lands and is entitled to develop the same to the maximum extent permissible under law and is in a position to acquire absolute title to the said BRL lands either in its own name or in the name of persons as may be nominated by Emgeen;
- (e) Brihanmumbai Municipal Corporation (BMC) has permitted the amalgamation of the said Kalina Lands and the said BRL Lands into one composite holding and the said amalgamated lands are hereinafter for brevity's sake referred to as "the said large holding." The said large holding is more particularly described

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in the First Schedule hereunder written and is shown bounded red on Plan A hereto annexed. The said large holding abuts partly on an internal road and partly on a proposed D.P. Road. There is a proposed D.P. Road passing along the western boundary of the said large holding.

- (f) The permissible user of the said large holding has been converted from "Industrial" to "Commercial" (I to C). For obtaining from BMC conversion of the said large holding from industrial to commercial, Emgeen was required to demarcate and ear-mark (and which Emgeen has demarcated and ear-marked) a suitable/required area as an "Amenity Area". This Amenity Area is located on the eastern side of the said large holding and is shown as such on the said Plan "A". This area with a building, which is being constructed thereon, (to be used as a library) is required to be handed over by Emgeen to the BMC. Consequently this portion of the said large holding (that is, the Amenity Area) as also the building to be constructed thereon by Emgeen (of such footage and with such amenities as Emgeen may decide) will not be the subject matter of the Condominium to be formed in pursuance of this Agreement.
- (g) Emgeen has redeveloped the said large holding by demolishing (which demolition has already taken place) the buildings and structures which formerly existed thereon and putting up/constructing a multi-storeyed building named "Windsor" consisting of a basement, stilts, podium and 6 upper floors and part of the 7th upper floor and part of the 8th upper floor with a garden on a portion of the 9th upper floor (such garden being intended to be for the use of the Owners of the offices on the 8th floor, as indicated hereunder. Emgeen submitted to the BMC for its approval, building plans showing the said multi-storeyed building, a club house, another building which is to house a library and other ancillary structures to be constructed on the said large holding.
- (h) BMC approved / sanctioned (under IOD dated 14/01/2003 bearing no. CE/1373/WS/AH) the building plans (submitted to it by Emgeen) utilising the primary FSI of the said large holding, permitting the construction of a basement, stilts, podium and 4 upper floors and has also issued the CC dated 14/05/2003 in respect of the same.
- (i) Emgeen acquired the right to utilise, on the said large holding, Transferable Development Rights (TDRs) issued under the Development Control Regulations for Greater Bombay, 1991 and for utilising such TDRs, Emgeen obtained from BMC sanction to amended building plans under IOD bearing no. CE/1373/WS/AH dated 29-08-2003 and further Commencement Certificate dated 5-09-2003 further c.c. dt.16.02.2004. Consequently, on obtaining such commencement certificate, amended building plans, further commencement certificate, Emgeen became entitled to construct the multi storeyed building named "Windsor"

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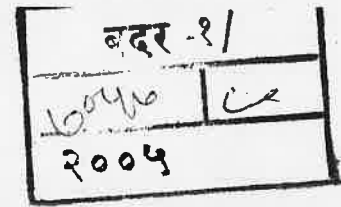
consisting of a basement, stilt, podium and six upper floors, part of the 7th upper floor and part of the 8th upper floor. Emgeen is to construct on the said large holding a club house, library and other ancillary structures. Emgeen may, if so permitted by BMC, construct a part of the 9th floor of the building Windsor and construct the full 7th floor & 8th floor.

- (j) As part of the redevelopment of the said large holding, as indicated above, Emgeen envisages construction of part of the 9th floor of the said building Windsor which will be connected (by way of an internal staircase) to an office unit on the 8th upper floor. The garden at the ninth floor level (the terrace garden) indicated above is intended to be for the use of the owners of the offices on the eighth floor and/or the 9th floor if constructed to whom such right of user may be granted by Emgeen. It is hereby clarified that Emgeen has not yet submitted to the BMC, for its approval building plans for construction of a part of the 9th upper floor of the building Windsor.
- (k) In sanctioning the building plans submitted by Emgeen to BMC in respect of the said large holding, BMC has earmarked three portions of the said large holding for the purposes of RGs. Two of such RGs are at present located on the northern portion of the said large holding and one such RG is at present located on the southern portion of the said large holding. However, it may be clarified that the exact location of the respective RG may be varied (i.e the RGs may be relocated and or the area of the same may increase or decrease) in consonance with the further revised / amended plans and/or further plans as may from time to time be submitted by Emgeen and approved of BMC.
- (l) The user at present sanctioned of different levels/floors of the said building Windsor are as per Statement hereto annexed and marked "A1". Statement A1 also contains details the different units on different floors of the building named Windsor.
- (m) It is clarified by Emgeen that the aforesaid sanctioned building plans, though approved by the BMC are tentative and are liable to be changed and/or revised and/or amended as per the requirements of Emgeen and/or as may be ultimately approved / sanctioned by BMC and other concerned public bodies and authorities. Emgeen reserves the right to do so and this right of Emgeen is acknowledged and accepted by the Prospective Purchaser.
- (n) Emgeen has paid in full, the consideration payable by it to the Original Owner under the Development Agreement referred to in recital (a) above.
- (o) Emgeen has paid to BRL the bulk of the consideration payable by Emgeen to BRL under the aforesaid Development Agreements referred to in recital (c)

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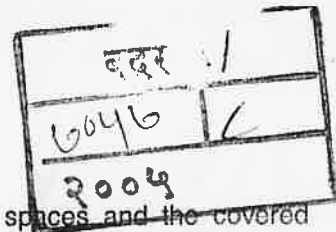
hereinabove and Emgeen has to pay to BRL the balance consideration for the aforesaid. It is hereby clarified that it shall be the obligation of Emgeen alone to pay and discharge in full the consideration money payable by Emgeen to BRL and the Prospective Purchaser shall not be liable or responsible in any manner to pay the same or any part thereof.

- (p) Emgeen has also obtained from the Original Owner and from BRL, the right to obtain a conveyance in respect of the said large holding described in the First Schedule hereunder written which Emgeen will obtain in favour of in favour of the organization which is contemplated by this Agreement.
- (q) Emgeen is thus entitled to fully develop on its own account, the said large holding and to construct building/s thereon and to sell and dispose of on Ownership basis or otherwise, the different units in the said building Windsor and other buildings and structures standing on/ to be constructed on the said large holding and to enter into Agreements for Sale / Lease / or other alienation or transfer of the different units in the said building Windsor and other buildings and structures standing on/ to be constructed on the said large holding and to receive the entire consideration in respect of the same and to give effectual discharge and receipts for the same.
- (r) The said building Windsor constructed by Emgeen on the said large holding (described in the First Schedule hereunder written) is of the specifications and has the amenities, details whereof are set out in the **Second Schedule** hereunder written and the said building Windsor is being constructed by Emgeen itself and Emgeen has engaged the services of Architects and Structural Engineer and other consultants for such building/s. A list of such architects, structural Engineers and other consultants referred to above is hereto annexed and marked 'B';
- (s) The said large holding described in the First Schedule hereunder written and the said Windsor is to have the benefit of and is to be subject to certain rights, obligations, covenants and conditions, details whereof are set out in the **Third Schedule hereunder written**. The Building/s that may hereafter be constructed on the said large holding may have the benefit of and may be subject to certain rights, obligations, covenants and conditions similar to those contained in Third Schedule hereunder written.
- (t) Emgeen is carrying on and will carry on the development work of the said large holding described in the First Schedule hereunder written and has constructed the said building Windsor in accordance with the sanctioned building plans / permissions, details whereof are set out in the Statement hereto annexed and marked "C". Emgeen reserves its right to carry out further construction on the said building Windsor and to construct other Building/s and structures on the



said large holding as per plans as may be sanctioned from time to time by BMC and other public bodies and authorities;

- (u) Emgeen have obtained from their Advocates and Solicitors a Certificate of Title dated 8th January 2003 in respect of the said large holding described in the First Schedule hereunder written and a copy of such Title Certificate is hereto annexed and marked "D".
- (v) The Prospective Purchaser demanded from Emgeen and Emgeen have given to the Prospective Purchaser Inspection of the original of such Title Certificate and of the original of the sanctions and permissions referred to in the statement hereto annexed and marked "C" and of the Development Agreements referred to in recital (a) and (c) above (which the Prospective Purchaser doth hereby confirm).
- (w) Emgeen has availed of financial facilities from HDFC Limited on the security of the said large holding and the building/s and structures constructed thereon and to be constructed thereon. Emgeen hereby agrees, undertakes and confirms that it shall be the obligation of Emgeen alone to pay the dues of HDFC Limited and to obtain from them a release of the security in respect of the said premises and in the meantime obtain confirmation from HDFC Limited that the aforesaid security does not cover the premises which are the subject matter of this Agreement.
- (x) Except for Emgeen and BRL to the extent of the outstanding consideration payable by Emgeen to BRL (specified in recital (o) above), and the security created on the said large holding as specified in recital (v) hereinabove, no one has any beneficial right, title, interest or claim in or to the said large holding described in the First Schedule hereunder written (except that a formal Deed of Conveyance is to be obtained from the Original Owner in respect of the said Kalina lands and from BRL in respect of the said BRL lands in pursuance of the aforesaid Development Agreements).
- (y) Emgeen will be selling the different units and other premises in the said building Windsor and in other buildings and structures standing on / to be constructed on the said large holding and the car-parking spaces within the building line and other spaces, in the said building/s and in the compound thereof on what is known as "Ownership basis" with a view ultimately that a Declaration under section 2 of the Maharashtra Apartment Ownership Act 1970 (MAO Act) shall be made by the Original Owner, BRL and Emgeen submitting the said large holding described in the First Schedule hereunder written (shown on the said Plan "1" hereto annexed) together with the building named Windsor and other structures standing thereon to the provisions the Maharashtra Apartment Ownership Act 1970, thereby forming a Condominium. Upon the respective



owner of the respective unit and other premises / spaces and the covered car-parking in the said building named Windsor and other structures standing thereon thereof paying, in full, all their respective dues payable to Emgeen and strictly complying with all the terms and conditions of their respective agreement with Emgeen (in a form similar to this Agreement) Emgeen shall obtain directly from the Original Owner and BRL (and themselves join in) executing a Deed of Apartment in favour of the Prospective Purchaser in respect of the respective unit/s purchased by the Prospective Purchaser, together with the proportionate undivided interest in the said large holding and in the Common Areas and Facilities and in the Limited Common Areas and Facilities.

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- (z) The Prospective Purchaser has agreed to acquire from Emgeen, on Ownership basis in accordance with the terms and conditions contained in this Agreement, Unit Nos. 3 (Three) on the 2nd floor of the said Windsor (hereinafter referred to as "the said premises") together with and as appurtenant thereto, the exclusive right to use the car-parking spaces in the basement / stilt area (referred to in clause 2 hereunder) with full notice of and on the basis of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions herein contained.

NOW THESE PRESENTS WITNESS that it is hereby agreed by and between the parties as follows:

1. Emgeen has constructed the said building (named Windsor) and shall be entitled to make further additions thereto and shall be entitled to construct the other building/s and structures on the said large holding as per the aforesaid sanctioned Building Plans and any amendments thereof or thereto and/or further sanctioned / amended building plans. Emgeen agrees that it shall be the liability of Emgeen to construct the said building (named Windsor) and other building/s and structures on the said large holding according to the plans and specifications approved by the B.M.C. and any amendments thereof or thereto and/or further sanctioned / amended building plans As recited above, the said building as sanctioned at present is to comprise of a basement, stilts area, podium and 6 upper floors and part or whole of the 7th and 8th upper floors with terrace areas appurtenant to four of the units on the 7th upper floor and with terrace areas appurtenant to four of the units on the 8th upper floor. As recited above Emgeen intends, if sanctioned by the BMC, to construct part of the 9th upper floor of the building Windsor as also the Terrace Garden at the 9th floor. Before the entire Development Project on the said large holding is completed, if the F.S.I. in the locality is increased and/or additional and/or compensatory F.S.I. is available in respect of the said large holding or on account of Transferable Development Rights or if Emgeen purchases or obtains Development Rights in respect of any contiguous piece of land or otherwise (and/or if Emgeen

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decide to vary / amend the said sanctioned plan and if B.M.C. permits construction of additional building/s and/or of additional floors and/or areas and/or amendment to the said sanctioned building plans and/or sanctions further building plans), then and in such event, Emgeen be entitled to, and shall construct such Building/s and additional floors and/or areas as per such revised building plans. The Prospective Purchaser hereby expressly consents to the same so long as the total area and dimensions of the said premises and the specifications and amenities thereof are not reduced. This consent shall be considered to be the Prospective Purchaser's consent contemplated by Section 7(1)(ii) of the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "the said Act").

2. The Prospective Purchaser agrees to purchase from the Emgeen, on ownership basis, the said premises shown bounded red on the plan hereto annexed and marked "1" (which said premises are in accordance with the sanctioned building plans), together with and as appurtenant to the said premises, (as and by way of Limited Common Area and Facility in which the Prospective Purchaser shall have full and exclusive interest) the exclusive right to use the covered car parking space nos. 2 (Two) in the basement and - NIL - at still level and open car-parking space nos. - NIL - (shown bounded red on the plan hereto annexed and marked "2") and also as appurtenant to the said premises, (as and by way of Limited Common Area and Facility in which the Prospective Purchaser shall have full and exclusive interest) the exclusive right to the terrace area (as open area) shown shaded green on the said plan "1", and also together with and as appurtenant to the said premises, (as and by way of Limited Common Area and Facility in which the Prospective Purchaser shall have full and exclusive interest) the exclusive right to use the area shown shaded - on Plan - hereto annexed the at or for the lumpsum price / consideration of Rs. 38219520/- (Rupees Three Crores Eighty Two Lacs Nineteen Thousand Five Hundred Twenty only). The carpet area of the said premises shall be 4006 sq. feet (i.e. 372.30 sq. metres) and such area is inclusive of the total area of the balcony comprised in the said premises (the carpet area of such balcony being NIL sq. feet (NIL sq. metres)). The carpet area of the open terrace shall be NIL sq. feet (equivalent to NIL sq. metres). The aforesaid consideration / price of the said premises is inclusive of a sum of Rs. NIL /- as consideration for the Limited Common Areas and Facilities and a sum of Rs. NIL as consideration for the Common Areas and Facilities.

3. The Prospective Purchaser agrees to pay to Emgeen the said consideration or purchase price of Rs. 38219520/- (Rupees Three Crores Eighty Two Lacs Nineteen Thousand Five Hundred Twenty only) as under:-

(a) By payment of Rs. 5000000/- (Rupees Fifty Lacs only) as earnest-money deposit on the execution of this Agreement.

(b) Amount of Rs. 1036700/- (Rupees Ten Lacs Thirty Six Thousand Seven hundred only) already received.

(c) Balance of the purchase-price viz. Rs. 32182820/- shall be paid on or before June 2005 against delivery of possession of the said premises.

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Time for payment of the balance instalment is of the essence of the contract and it is a condition of this agreement that if the balance amount or any part thereof is not paid to Emgeen latest by June 2005 (time being of the essence) this Agreement shall "ipso facto" come to an end and shall stand terminated and the earnest money deposit shall stand forfeited. Thereafter neither party shall have any claim against the other, on any count whatsoever.

4. If the Prospective Purchaser commits default (a) in payment of any of the instalments aforesaid on their respective due dates (time being the essence of the contract) and/ or (b) in observing and performing (prior to the Prospective Purchaser taking possession of the said premises) any of the terms and conditions of this Agreement and if the default continues in spite of 15 days notice to be sent by Emgeen to the Prospective Purchaser, Emgeen shall be at liberty to terminate this Agreement, in which event the said earnest money deposit paid by the Prospective Purchaser to Emgeen shall stand forfeited. Emgeen shall however, on such termination refund to the Prospective Purchaser the instalments of part payment, if any which may have till then been paid by the Prospective Purchaser to Emgeen, but without any further amount by way of interest or otherwise. On Emgeen terminating this Agreement under this clause, it shall be at liberty to sell and dispose of the said premises to any other person as Emgeen deem fit at such price as Emgeen may determine and the Prospective Purchaser shall not be entitled to question such sale or to claim any amount from Emgeen.
5. Without prejudice to Emgeen's other rights under this Agreement and/or in law the Prospective Purchaser, shall be liable to and shall, at the option of Emgeen, pay to Emgeen interest at the rate of 24% per annum on all amounts due and payable by the Prospective Purchaser under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.
6. Possession of the said premises shall be delivered to the Prospective Purchaser after the said premises are ready for use and occupation and the Occupation Certificate is issued by B.M.C. PROVIDED all the amounts due and payable by the Prospective Purchaser under this Agreement are paid to Emgeen. The Prospective Purchaser shall take possession of the said premises within seven days of Emgeen giving written notice to the Prospective Purchaser intimating the said premises are ready for use and occupation.
7. (a) Possession of the said premises shall be delivered by Emgeen to the Prospective Purchaser by the end of June 2005;
 (b) Emgeen shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date if the completion of the project is delayed by reason of non-availability of steel and/or cement or other building materials

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or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification, of the Government and/or any other Public or Competent Authority or of the Court or for any other reason beyond the control of Emgeen and in any of the aforesaid events Emgeen shall be entitled to reasonable extension of time for delivery of possession of the said premises.

8. If for any reason Emgeen is unable or fails to give possession of the said premises to the Prospective Purchaser within the date specified in clause (7) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Prospective Purchaser shall be entitled to give notice to Emgeen terminating this agreement, in which event, Emgeen shall within two weeks from receipt of such notice refund to the Prospective Purchaser the aforesaid amount of earnest money deposit and the further amounts if any, that may have been received by Emgeen from the Prospective Purchaser as the instalments in part-payment in respect of the said premises, as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and Emgeen shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as Emgeen may deem fit. If as a result of any legislative order or regulation or direction of the Government or public authorities, Emgeen is unable to complete the aforesaid building and/or to give possession of the said premises to the Prospective Purchaser, the only responsibility and liability of Emgeen will be to pay over to the Prospective Purchaser and the several other persons who have purchased or who may purchase hereafter, the Units and other portions in the said building the total amount (attributable to the said building) that may be received by Emgeen pursuant to such legislation etc., and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever.
9. Upon possession of the said premises being delivered to the Prospective Purchaser he/she/it shall be entitled to the use and occupation of the said Premises. Upon the Prospective Purchaser taking possession of the said Premises he/she/it shall have no claim against Emgeen in respect of any item of work in the said premises, which may be alleged not to have been carried out or completed. The only liability of Emgeen shall be the statutory liability under Sec. 7 (2) of the Maharashtra Ownership Flats Act, 1963.
10. Commencing a week after notice is given by Emgeen to the Prospective Purchaser that the said premises are ready for use and occupation, the Prospective Purchaser shall be liable to bear and pay all taxes and charges for electricity and other services

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and the outgoings payable in respect of the said premises including as mentioned in clause (11) hereof.

11. (i) The Prospective Purchaser agrees and binds himself/herself/itself to pay regularly every month, by the 5th of each month to Emgeen until a Condominium is formed as herein stated and thereafter to the Condominium, the proportionate share that may be decided by Emgeen or the Condominium as the case may be for (a) Insurance Premium, (b) all municipal and other taxes that may from time to time be levied in respect of the land described in the First Schedule hereunder written and/or the said building/s including water taxes and water charges (the Prospective Purchaser shall be liable to pay (in advance) the municipal taxes for every period of 6 months) and (c) outgoings for the maintenance and management of the said large holding and the said building/s and other structures as may from time to time be standing thereon, and the common amenities (including central Air-conditioning etc), common lights, for the lift/s as installed in the said buildings and all other outgoings such as collection charges, charges for watchmen, sweepers, and maintenance of accounts, property management company, if any, and those otherwise incurred in connection with the said building/s. (d) all outgoings, charges and all other dues, taxes, duties and levies of any nature whatsoever to be contributed by each Prospective Purchaser for maintenance, repair, replacement, of Common Areas and Facilities and all infrastructural and all facilities and services to be provided in connection therewith; and Limited Common Area and Facilities (if applicable to the concerned Prospective Purchaser), (e) charges for maintenance and use of the club and its facilities;

(ii) It is a condition of this Agreement and the Prospective Purchaser hereby agrees that at the time of taking possession of the said Premises, the Prospective Purchaser shall be required to pay to Emgeen and hereby covenants to pay to Emgeen the amounts listed hereunder in this sub-clause (under the different heads specified hereunder) and that unless all such amounts are paid by the Prospective Purchaser to Emgeen, the Prospective Purchaser shall not be entitled to demand or require possession of the said Premises and Emgeen shall not be bound or required to hand over the Prospective Purchaser possession of the said premises and the Prospective Purchaser shall not have the right to use or occupy the said Premises or any of the Limited Areas and Facilities thereto.

(a) a lumpsum of Rs. 435000/- (Rupees Four Lacs Thirty Five Thousand Only) as the agreed / settled amount of contribution payable by the Prospective Purchaser to Emgeen for the club house and its facilities and the recreation areas appurtenant thereto and the ancillary infrastructure pertaining thereto as may be constructed / installed in a phased manner by Emgeen. The Prospective Purchaser is aware that for Emgeen to construct such club

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house and making available such amenities and facilities will ~~necessary~~ take considerable time.

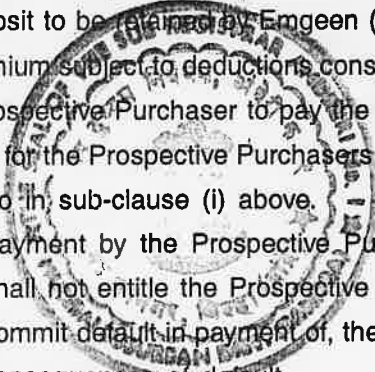
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(b) a lumpsum of Rs. 20,000/- (Rupees Twenty Thousand only) as the agreed / settled amount of contribution payable by the Prospective Purchaser to Emgeen towards the expenditure by then incurred by Emgeen for obtaining from BSES (and/or any other provider of electricity) electrical load.

Note: The amounts payable by the Prospective Purchaser to Emgeen under sub-clause (ii) (a) and (ii) (b) above are one time payments to Emgeen and are NOT deposits with Emgeen. The Prospective Purchaser shall not be entitled to demand or obtain from Emgeen a refund of either of such amounts or any part thereof nor shall Emgeen be liable to render any accounts to the Prospective Purchaser of the expenses incurred by Emgeen under these heads. Further these amounts being agreed and settled, the same are not liable for any increase/ decrease on any count whatsoever. It is clarified that these amounts are not in the nature of an advance or deposit contemplated by Section 5 of the Maharashtra Ownership Flats Act 1963.

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(c) A sum of Rs. 20,88,000/- (Rupees Twenty Lacs Eighty Eight Thousand only) as a deposit to be retained by Emgeen (to be transferred by Emgeen to the Condominium subject to deductions consequent upon any default on the part of the Prospective Purchaser to pay the outgoings referred to in sub-clause (i) above) for the Prospective Purchasers contributions towards the outgoings referred to in sub-clause (i) above.



Note: Payment by the Prospective Purchaser of this amount as deposit shall not entitle the Prospective Purchaser to decline to pay or to commit default in payment of, the monthly contribution, nor avoid the consequences of default.

(d) An agreed / settled lumpsum of Rs. NIL /- (Rupees NIL -) as the contribution of the Prospective Purchaser towards the creation of the Corpus Fund of the Condominium. This amount shall be transferred by Emgeen to the Condominium within one month of the formation of the Condominium.

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(iii) The Prospective Purchaser shall also keep deposited with Emgeen at the time of taking possession a sum of Rs. 260 /- as application fee, share money, entrance fee and shall also pay a lumpsum of Rs. 50,000 /- towards legal expenses incurred and to be incurred, and an estimated sum of Rs. 5000 /- towards deposit in respect of water and electric meter

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payable to the Public Authorities. The said sums shall not carry interest and will remain with Emgeen until a Condominium is formed thereafter the deposits (less deductions), shall be paid over to the Condominium.

12. The Prospective Purchaser shall be entitled to use the said premises for any purpose permitted/not prohibited by law, and the scooter / car-parking space for parking a motor vehicle.
13. It is an essential, vital and integral term and condition of this agreement and the Prospective Purchaser hereby agrees, undertakes and covenants with Emgeen that the Prospective Purchaser shall be,
 - (i) liable to maintain to maintain the front elevation the side and rear elevation of the said premises in the same form as Emgeen constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from Emgeen and the BMC and other concerned public bodies and authorities.
 - (ii) not to carry out any structural modifications, additions and/or alterations whatsoever in or to the said premises or any part thereof ;
and/or
 - (iii) not to carry out any structural modifications, additions and/or alterations whatsoever and not to put up any construction of any nature whatsoever in the Common Areas and Facilities.

If despite the undertaking and covenant as above, the Prospective Purchaser at any time alters or attempts to alter such elevation in any manner whatsoever without the prior written consent of Emgeen, then and in such event Emgeen shall be entitled to prevent / stop / restrain the Prospective Purchaser from carrying out any alterations. Further, Emgeen shall also be entitled to demolish the alterations carried out by the Prospective Purchaser and restore the elevation of the building to its original state; all this will be at the risk and cost of the concerned Prospective Purchaser. It is hereby further expressly agreed to by the Prospective Purchaser that Emgeen or the Condominium, as the case may be shall be entitled to restrict and/or prevent the Prospective Purchaser or any person acting under the instructions of the Prospective Purchaser or on behalf of the Prospective Purchaser from carrying out any of the aforesaid acts or bringing into the said Premises any material / equipment to carry out the aforesaid acts. It is hereby clarified and agreed by and between the parties hereto, that the Prospective Purchaser alone shall be responsible for all the consequences (both civil and/or criminal) resulting from the Prospective Purchaser changing or attempting to change the elevation (front, side and/or rear) of the said premises.

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14. The materials to be used in the construction of the said building Windsor (including the said Premises) and the specifications of the said building Windsor are those as set out in the **Second Schedule** hereunder written and the Prospective Purchaser has satisfied himself / herself / itself about the design of the said Premises and also about the specifications thereof. The fixtures, fittings and amenities to be provided by Emgeen in the Common Areas and Facilities and the Limited Common Areas and Facilities are those set out in the Second Schedule hereunder written.
15. The Prospective Purchaser shall from the date of possession maintain the said Premises at his/her/its cost in a good tenantable repair and condition and shall not do or suffer to be done anything in or to the said Premises, and/or Common Areas and Facilities and Limited Common Areas and Facilities or elsewhere in the said building/s or elsewhere in the said large holding, which may be against the rules or byelaws of the BMC and/or any other Authority and/or the Condominium and the rules, regulations and bye-laws that maybe framed pursuant to the Declaration made under section 2 of the Maharashtra Apartment Ownership Act 1970 (MAO Act), and as may be altered from time to time and/or contrary / inconsistent with the provisions of this Agreement.
16. Provided it does not in any way affect or prejudice the right of the Prospective Purchaser in respect of the said premises, Emgeen shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in the said large holding more particularly described in the First Schedule hereunder written, and/or in the Building/s to be constructed thereon or in any part thereof.
17. The Prospective Purchaser shall have no claim whatsoever except in respect of the particular Unit/car-parking space and other space/s, if any, hereby agreed to be acquired. All other open spaces, unallotted Units and other open and other spaces etc. in the said large holding and/or in the building/s constructed thereon will remain the property of Emgeen, until a Declaration under Section 2 of the Maharashtra Apartment Ownership Act 1970, is made by the Original Owner, BRL and Emgeen submitting the said large holding described in the First Schedule hereunder written along with the said Building/s constructed thereon and/or to be constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 there by forming a Condominium but even then subject to the rights of Emgeen under this Agreement and the Declaration under Section 2 of the Maharashtra Apartment Ownership Act 1970.
18. Emgeen reserve to itself the unfettered right to the full free and complete right of way and means of access over, along and under all the internal/access roads on the said large holding at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles laden or unladen and with or without horses and other animals and also to lay and connect

drains, pipes, cables etc. and other amenities necessary for the full and proper use and enjoyment of the said large holding and the buildings and structures standing thereon and/or to be constructed thereon. Specific and suitable provisions for the same shall be made in the Declaration under section 2 of the Maharashtra Apartment Ownership Act 1970 to be executed. The Prospective Purchaser expressly consents to the same.

19. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises, or the land, hereditaments and premises or any part thereof or of the said building/s thereon or any part thereof.
20. The Prospective Purchaser shall not let, sub-let, sell, transfer, assign or part with his/her/its interest under or benefit of this Agreement or part with possession of the said premises until all the amounts/dues (in particular those specified in clauses 2,3 and 11 of this Agreement) payable by him/her/it to Emgeen under this Agreement are fully paid up and that too only if the Prospective Purchaser has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/it obtains the previous consent in writing of Emgeen.
21. The Prospective Purchaser and the person to whom the said premises are let, sub-let, transferred, assigned, given possession of, shall
 - (i) from time to time sign all application papers and documents and do all acts, deeds and things as Emgeen may require for safeguarding the interest of Emgeen and/or of the other Prospective Purchaser in the said building and/or the said large holding
and
 - (ii) at all times be bound by the provisions of this Agreement, the Declaration under Section 2 of the Maharashtra Apartment Ownership Act 1970, and the bye-laws and rules framed there under and as may be amended/alterd from time to time, the rules, regulations and bye-laws of the BMC and/or any concerned body / authority.
22. (i) It is clarified by Emgeen and expressly agreed to by the Prospective Purchaser that a Condominium under the Maharashtra Apartment Ownership Act 1970 (MAO Act) shall be formed in respect of the said large holding (more particularly described in the First Schedule hereunder written), and the said building named Windsor and other building and structures standing thereon. In the circumstances, no Co-operative Society or Limited Company shall be formed of the unit purchasers of the said building named Windsor or any other building /structure on the said large holding.

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- (ii) The Original Owner, BRL and Emgeen will in due course submit the said large holding, the said building Windsor and other structures standing thereon to the provisions of the Maharashtra Apartment Ownership Act 1970 and thereby form a Condominium.
- (iii) After the construction of the said Building "Windsor" and/or other building and/or structures on the said large hold is completed Emgeen will take steps to form a Condominium under the MAO Act as contemplated hereinabove. Thereafter, when the Prospective Purchaser pays to Emgeen, in full, all the amounts/dues payable by Prospective Purchaser to Emgeen under this Agreement (and in particular under clauses 2, 3 and 11 of this Agreement) Emgeen shall obtain directly from the Original Owner and BRL (and themselves join in) executing a Deed of Apartment in favour of the Prospective Purchaser in respect of the respective unit/s purchased by the Prospective Purchaser, together with the proportionate undivided interest in the said large holding and in the Common Areas and Facilities and in the Limited Common Areas and Facilities.
23. The Prospective Purchaser and the persons to whom the said Premises are let, sub-let, transferred, assigned, or given possession of shall observe and perform all the bye-laws and/or the rules and regulations which the Condominium at registration may adopt and the additions, alterations or amendments thereof for protection and maintenance of the said large holding and the said building/s and/or structures and the premises therein and for the observance and carrying out of the Building Rules and Regulations and the Bye-laws for the time being of the BMC and other public bodies. The Prospective Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by such Condominium regarding the occupation and use of the Building/s and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.
24. The Prospective Purchaser hereby agrees and undertakes to be a member of the Condominium to be formed in the manner herein appearing and also from time to time to sign and execute if required, all applications for registration and for membership and other papers and documents if any, necessary for the formation and the registration of the Condominium and for becoming a member and shall duly fill in and sign in the office of Emgeen, the same within 10 (ten) days of the same being intimated by Emgeen to Prospective Purchaser. No objection shall be taken by the Prospective Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority. The Prospective Purchaser shall be bound, from time

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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 Emgeen and of the other purchasers of the other premises in the building.

25. The Prospective Purchaser hereby covenants that from the date of possession, he/she/it shall keep the said Premises, the walls and partition walls, sewers, drains, pipes and areas appurtenance thereto belonging, in good tenantable repair and condition and shall abide by all the bye-laws, rules and regulations of the Government, BMC and any other authorities and Local Bodies as well as those that may be provided in the Declaration under Section 2 of Maharashtra Apartment Ownership Act 1970 and the rules, regulations and bye-laws and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
26. It is hereby clearly, categorically understood, agreed and declared by and between Emgeen and the Prospective Purchaser, that as and when any premises are sold, to the persons of the choice and at the discretion of Emgeen, (the realisations shall belong to Emgeen alone) the Condominium shall admit as members the Purchaser of such premises without charging Emgeen and/or the Purchaser (new member) any premium or any other charges (including Transfer fee by whatever name called) by any name whatsoever. The aforesaid condition is applicable only for the first transfer by Emgeen to the Purchaser.
27. Messrs. A.H. Parpia & Company, or any other Solicitors and Advocates of Emgeen, shall prepare and/or approve, as the case may be, the Declaration under section 2 of the Maharashtra Apartment Ownership Act 1970, the Deed of Apartment and all other documents to be in pursuance of this Agreement as also the bye-laws in connection with the formation and registration of the Condominium. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of the aforesaid documents and other documents if any, and formation and registration of the Condominium shall be borne, shared and paid by all the Prospective Purchaser of the said premises in proportion to the respective purchase price of their respective premises. Such amount shall be kept deposited by the Prospective Purchaser with Emgeen at the time of taking possession of the said premises and shall, until utilisation, remain with Emgeen free of interest.

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28. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Prospective Purchaser. The Prospective Purchaser shall present this Agreement for registration and Emgeen will attend the Sub-Registry and admit execution thereof, after the Prospective Purchaser informs it of the number under which it is lodged.
29. It is hereby expressly agreed, declared and confirmed by and between the parties hereto that Emgeen shall have the absolute discretion to vary or alter, from time to time, the internal/feeder roads and/or the dimensions of the plot and/or the location or the extent of the open spaces and/or garden and/or Recreation Ground (RG). No objection shall be raised nor will any obstruction or hindrance be caused by the Prospective Purchaser to the alterations and/or variations aforesaid.
30. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the BMC, Government and/or any other Public Authority in respect of the said large holding described in the First Schedule hereunder written and/or the said building/s and/or structures standing thereon, the same shall be borne and paid by all the Prospective Purchaser in proportion to the respective purchase price of their respective Units.
31. The Prospective Purchaser agrees and binds himself / herself / itself to pay to Emgeen his/her/its provisional monthly contribution of Rs. 87000/- per month towards the aforesaid outgoings (referred to in Clause (11) above) from the date as provided hereinabove in Clause (10) and which shall be payable every month in advance till such time as the said large holding together with the building and structures standing thereon and to hereafter be constructed thereon is transferred to a Condominium, and he/she/it shall not withhold the same for any reason whatsoever.
32. If for any reason prior to the completion of the said building/s and the receipt by Emgeen of the total consideration money receivable by it, a Condominium is formed in accordance with the provisions of this Agreement and /or if on such date, the said building/s and other structures are not fully constructed and/or completed and/or if the building/s and/or other structures and/or other portions of the said large holding / building/s has or have not been disposed off by Emgeen, on ownership basis or otherwise, or if Emgeen have not obtained in full the consideration money receivable by it from all persons who obtain the Units, car-parking spaces and other portions / spaces in the said large holding, then and in such event, Emgeen shall have the right to construct and complete the said building/s and to dispose off the unsold Units, car-parking and/or other portions/spaces of the said large holding and/or to receive unto Emgeen itself (on its own account) the consideration money even though such Condominium is formed. In such event the provisions of this Agreement shall apply.

33. All notices to be served on the Prospective Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Prospective Purchaser by prepaid post under certificate of posting at his / her / its address specified below: -

Address: Crescent Chemicals
56/B Bldg. No. S Mittal Estate,
Anchheri Kurla Road, Marol, Andheri (E)
Mumbai 400059.

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34. The Prospective Purchaser hereby gives his/her/it express consent to Emgeen to raise any loan against the said large holding and the Building/s / structure/s which are constructed/ under construction and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by Emgeen at its own expense before the said premises are handed over to the Prospective Purchaser.

35. The Prospective Purchaser shall permit Emgeen and their servants and agents, with or without workmen and others, at all reasonable times to enter into and upon the said premises or any part thereof.

- (i) to view and examine the state and condition thereof and the Prospective Purchaser shall make good, within one month of Emgeen giving a notice, all defects, decays and wants of repair of which such notice in writing shall have been given by Emgeen to the Prospective Purchaser

and

- (ii) also for the purpose of repairing any part of the building/s for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-courses, gutters, wires, partition walls or structures or other conveniences belonging to or serving or used for the said building/s and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purposes contemplated by this agreement and/or the Declaration to be made under section 2 of the MAO Act and any amendments and /or modifications made thereto.

36. It is clearly understood and agreed by and between the parties hereto that Emgeen shall have the unqualified and unfettered right to sell on ownership basis (or to allot for putting up / installing signage, V-Sat and/or other antenna and Air-condition chiller-plants) to anyone of its choice, the terrace above the top floor of the respective building/s (or portions of such terrace) subject to the necessary means of access

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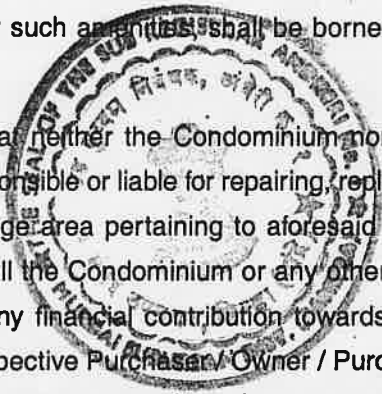
to be permitted for such purposes as to reach the water tanks and lift rooms of the said building/s. The purchaser/s of such terrace/s shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, the purchaser shall not enclose or cover the said terrace without the written permission of Emgeen and/or the Condominium, as the case may be, and the BMC.

37. It is also understood and agreed by and between the parties hereto that the terrace space, if any, in front of or adjacent or appurtenant to the Units in the said building shall belong exclusively to the respective purchasers of the such Units and such terrace spaces are intended for the exclusive use of the respective Prospective Purchaser. The said terrace spaces shall remain open to sky until and unless permission is obtained, in writing, by the Purchaser thereof from Emgeen and/or the Condominium and the BMC. It is clarified and agreed to by the Prospective Purchaser, that Prospective Purchaser/Owner of the unit having such terrace space appurtenant thereto or any one claiming through / under the Prospective Purchaser/owner as the case may be shall not without the express permission in writing of Emgeen, install/put up any signage/hoardings/neon signs, logos etc on such terrace area or on any part thereof.
38. (a) It is hereby clarified and expressly agreed to by the Prospective Purchaser as an essential, vital and integral term and condition of this Agreement that the Owner of premises having a terrace appurtenant / adjacent to it (whether such premises are on the 7th and/or 8th and/or 9th floor of the said building Windsor or on in any other building / structure constructed / to be constructed on the said large holding) and/or the Owner of the premises in the basement of the said building Windsor which premises may be used for the purposes of storage, shall not be subject to any additional / extra / special charge for using the terrace and/or the storage area for such purposes as may be permitted/ not prohibited by law, the Condominium, the rules and bye-laws made thereunder, the BMC and this Agreement. However, the Owner of such aforesaid unit shall be responsible and liable to pay at actuals municipal / property taxes, cesses, dues, duties, levies etc in respect of such terrace area/ storage area in accordance with law in force from time to time. The Prospective Purchaser shall pay all other outgoings as may be levied by the Condominium or Emgeen (as the case may be) in respect of the balance of the said Premises that may be owned by such Owner / Prospective Purchaser i.e. the area owned by the respective owner excluding the area of the open terrace and excluding the storage area.
- (b) The Owner of the unit having a terrace area appurtenant, adjacent to it and/or above it shall allow limited access to persons authorised by Emgeen or the Condominium (as the case may be) for the limited purpose of installing, removing, replacing a cradle or other equipment for repairing, cleaning, maintaining

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removing, replacing the elevation of the said building Windsor and/or any other building/s / structure/s on the said large holding.

- (c) The Owner of the terrace area and/or of the storage area referred to in sub-clause (a) above shall be entitled (in case of the terrace area referred to above, subject to the provisions of clause (b) above) to prevent the Unit holders / occupiers of any other Unit/s in the said building Windsor and/or in any other building / structure on the said large holding and/or by such Condominium to use, or claim the right to use the open / terrace area and/or storage area meant for such Owner referred to in sub clause (a) above i.e. the Owner of such terrace / storage area shall be entitled to use the same to the exclusion of all other persons as the same shall belong exclusively to the aforesaid owner.
- (d) It is hereby clarified and agreed by and between the parties hereto that it shall be the responsibility and liability of the Owner of premises having a terrace appurtenant / adjacent to it and/or above it and/or the Owner of the premises in the basement of the said building Windsor (which premises may be used for the purposes of storage) to maintain, repair and replace such terrace and/or storage areas consequently all the costs, charges and expenses for repairing, replacing and/or maintaining the said terrace / storage area pertaining to aforesaid unit which is served by such amenities shall be borne and paid by the Owner thereof.
- (e) It is further clarified that neither the Condominium nor any other Prospective Purchaser shall be responsible or liable for repairing, replacing and/or maintaining the said terrace / storage area pertaining to aforesaid unit which is served by such amenities nor shall the Condominium or any other Prospective Purchaser be required to make any financial contribution towards the same. It is hereby clarified that if the Prospective Purchaser / Owner / Purchaser of the unit having a terrace area adjacent/appurtenant to it and/or owning premises in the basement of the said building Windsor (which maybe used for the purpose of storage) fails / defaults to maintain, replace and repair such terrace area and/or storage space and if as a result of such default or failure or otherwise of such Owner / Prospective Purchaser there is damage, leakage or curtailment of the rights of any other Owner / Occupant of the unit/s in such building then and in such event the Condominium shall be entitled, after giving to the concerned Prospective Purchaser / Owner /occupant of such terrace area and/or storage space notice in writing, to carry out the maintenance, repair and replacement to the such terrace area and/or storage space, as the case maybe, as may from time to time be required on behalf of and at the risk and cost of the Prospective Purchaser /Owner of such terrace area and/or storage space. To enable the Condominium, to carry out the works as aforesaid, the persons authorised by the Condominium shall, after the Condominium gives to the Prospective Purchaser



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/ Owner / Occupant of such terrace area and/or storage space, notice in writing, be entitled to enter such unit and carry out the required works.

- (f) It is clarified to the Prospective Purchaser of the Units having a terrace area appurtenant / adjacent to it and/or the Prospective Purchaser of the terrace above the eighth floor of the said building Windsor and/or the Prospective Purchaser and/or the Owner of the terrace above any building / structure, that the structure of the said building Windsor and/or other buildings have been so constructed so as to bear a particular load. The Prospective Purchaser of the unit referred to in this sub clause hereby agrees, undertakes and covenants with Emgeen to use the aforesaid premises in such a manner so that at no time does the load on such premises exceed the load as may be permitted for such structure.
- (g) It is hereby further clarified and expressly agreed by and between the parties hereto that Emgeen shall also be entitled to transfer and/or alienate its rights in the proposed unit at 9th floor level of the building Windsor as also terrace above the 8th floor of the building Windsor (i.e. at the 9th floor level) to any purchaser of any unit on the 8th or 9th floor of the building "Windsor".
39. So long as the area of the said premises (agreed to be acquired by the Prospective Purchaser from Emgeen) is not altered and the amenities set out in the Second Schedule hereunder written are not diluted, Emgeen shall be at liberty (and is hereby permitted) to make variations in the layout of the said large holding and/or elevation of the building/s including relocating the open spaces / all the structures / buildings / garden spaces and/or varying the location of the access to the said building/s and obtain from the authorities concerned, revised permissions/sanctions for redevelopment of the said large holding as the exigencies of the situation and the circumstances of the case may require. The Prospective Purchaser expressly hereby consents to all such variations.
40. If at any time prior to or even after the formation of the Condominium, the F.S.I. at present applicable / available to the said large holding is increased, and/or if the method of computation of F.S.I. is changed or altered, and/or if additional/ further TDRs are allowed to be utilised on the said large holding and/or if TDRs are generated from the said large holding and/or if Emgeen acquires any contiguous / neighbouring lands which are amalgamated with the said large holding and consequently thereby additional FSI or TDR is available to be utilised on the said large holding, all resulting benefits shall ensure for the benefit of Emgeen alone without any rebate to the Prospective Purchaser. Emgeen shall be entitled to utilise such additional FSI or TDR benefit for putting up further construction on the said large holding or elsewhere as Emgeen may decide.

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41. Emgeen shall have a first lien and charge on the said Premises agreed to be acquired by the Prospective Purchaser in respect of any amount payable by the Prospective Purchaser to Emgeen under the terms and conditions of this Agreement.
42. The nature, extent and description of the "Common Area and Facilities" and of the "Limited Common Areas and Facilities" shall be as listed in Statement E hereto.
43. All payments, required to be made under this Agreement, shall be by Account Payee Cheques in favour of Emgeen and no payment made otherwise than as aforesaid shall be valid or binding against Emgeen. Further, no receipt for any payment shall be valid or binding unless it is issued by Emgeen on their printed letter-head/receipt form and the cheque has been realised.
44. As provided for above, Emgeen will be utilising compensatory F.S.I. / T.D.R. in completing the some of the upper floors of the said building/s and Emgeen maybe entitled to put up further construction contemplated by clause 40 above. In these circumstances, it is specifically and clearly understood and agreed, as essential and integral terms and conditions of this Agreement that if the construction / completion of any of such additional floor/s is delayed, by reason of the delay in obtaining compensatory F.S.I. / T.D.R. and/or delay in sanction of further building plans and/ or delay in obtaining from BMC the Occupation Certificate in respect of such additional floors or otherwise, Emgeen shall be entitled to carry on and complete such further construction in accordance with the building plans sanctioned by BMC.
 - a) If Emgeen has obtained from BMC, the Occupation Certificate in respect of the said premises, the Prospective Purchaser shall pay the balance of the consideration / purchase price and obtain from Emgeen possession of the said premises and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement.
 - b) Emgeen shall be entitled to continue construction of such additional floors and the rest of the building in accordance with the building plans that may then have been sanctioned by BMC and as may be amended from time to time;
 - c) No obstruction or hindrance shall be caused by the Prospective Purchaser to such further construction by Emgeen;

and

 - d) Emgeen shall be entitled to dispose of the rest of the area in the said building and to receive for itself consideration in respect thereof and no obstruction of any sort shall be made or raised by the Prospective Purchaser in this connection.
45. As recited above, Emgeen will be developing (in a portion of the said large holding described in the First Schedule hereunder written) an area as Recreation Garden and/or Club-house and/or other recreational facilities / amenities. All this shall also

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be considered to be the "Common Areas and Facilities" for the use of the owners and occupants of all the Units in all the said buildings constructed or to be constructed by Emgeen on the said large holding described in the First Schedule hereunder written (shown at the different locations on the said Plan "1" hereto annexed) and if so decided by Emgeen, on a land/s contiguous to the said large holding described in the First Schedule hereunder written. The Common Areas and Facilities are listed in Statement E hereto annexed. It is further agreed and declared, as essential and integral terms and conditions of this Agreement that: -

- (a) It shall be in the discretion of Emgeen,
- (i) to decide as to what recreational and other amenities (Common Areas and Facilities) are to be provided by Emgeen.
 - (ii) To shift / vary the location/s of the different components of the said Common Areas and Facilities.

46. In addition to the provisions of clause 40 above it is hereby agreed by and between the parties hereto as an essential, vital term and condition of this Agreement that Emgeen shall be entitled, if so permitted by the concerned public bodies and/or authorities, to amalgamate any plot /s of land contiguous / adjacent to the said large holding (rights in respect of which have been acquired / granted in favour of Emgeen or which Emgeen may otherwise be enabled/capable to exercise) with the said large holding. Emgeen shall be entitled to develop such plots of land to the maximum extent possible under the Development Control Regulations 1991 and the law and modifications and amendments thereto and to utilise not only the primary FSI of such plots but also the compensatory FSI that may be generated from any portion/s of such plots as also Transferable Development Rights (TDRs). In the eventuality that such plots are amalgamated with the said large holding then and in such event the provisions of this Agreement shall also be applicable to such plots and the building/s that may be constructed thereon as if such plot/s and the building/s that may be constructed thereon in the first instant itself formed part of the said large holding. It is clarified to and expressly accepted by the Prospective Purchaser that it shall be the option of Emgeen to decide (and if permitted by the concerned public bodies and authorities whether the FSI (primary and/or compensatory) of such plots are to be utilised by Emgeen for putting up further / additional construction on the said large holding or on such plot or partly on the said large holding and partly on such plot/s. In the event such amalgamation takes place, Emgeen shall be at liberty / entitled (and is hereby permitted (authorised) to locate / relocate the garden area/ open area / recreation area / area of the club house wholly or partly in such amalgamated property. The mention, in this Agreement, of the location of any of such areas on a part of the said large holding shall, in such eventuality, also include the amalgamated properties.

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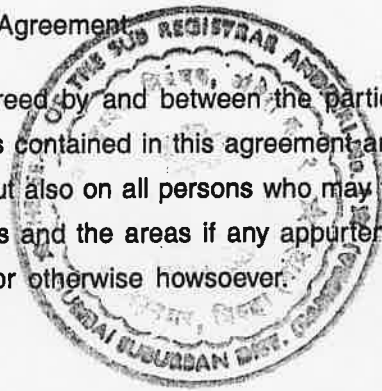
47. The Prospective Purchaser agrees that if and when Emgeen puts up a building/s on a contiguous plot;

(a) The Common Areas and Facilities referred to in this Agreement and /or the Condominium to be formed as specified in this agreement will also be available to the Purchaser / Occupant of such building/s that may be constructed by Emgeen on such contiguous plot as well as to the Owner of the further units that may be constructed and/or that may come into existence as a result of the provisions of clauses 40 and 46 above;

and

(b) Further, Emgeen will be entitled to an unfettered/unrestricted access from the said large holding described in the First Schedule hereunder written, not only for constructing such building/s on such contiguous plot, but such access shall also be available to all the Owner / Occupier of the Units in such other building/s and such building/s may be included in the Condominium which may be formed in pursuance of this Agreement

48. It is hereby expressly agreed by and between the parties hereto that the terms, conditions and provisions contained in this agreement are binding not only on the Prospective Purchaser but also on all persons who may from time to time use and occupy the said premises and the areas if any appurtenant to the said premises, as a Licensee, Lessee or otherwise howsoever.



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IN WITNESS WHEREOF the parties hereto have set the day and year first hereinabove written.

SIGNED AND DELIVERED by)
 the within-named)
 Emgeen Holdings Private Limited) For **EMGEEN HOLDINGS PVT. LTD.**
 by the hand of its Director) *gopang*
 Mr. GOPAL M. NARANG in the) **Director**
 presence of. *[Signature]*)

SIGNED AND DELIVERED by)
 the withinnamed Prospective)
 Purchaser Crescent Chemicals) For **CRESCENT CHEMICALS**
 _____) *[Signature]*
 _____) **Partner.**
 in the presence of. *[Signature]*) **(Mr. G.D. Shah)**



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THE FIRST SCHEDULE ABOVE REFERRED TO:

The amalgamated plot of land totally admeasuring approximately ^{12067.90} sq. metres made up of land bearing CTS Nos. 5436 B (Part), 5433C/1, 5437-A, 5428, 5429/1, 5429/2, 5430 and 5436C, all of Village Kole Kalyan, Taluka Andheri BSD, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban, within Greater Mumbai.

Note: The area of land falling within 'the Amenity Area', which is to be handed over to BMC, is included in and forms part of the land described hereinabove in the First Schedule but the Amenity Area is to be dealt with as provided for in the Agreement.

THE SECOND SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES

- Structure :** R.C.C. frame type structure with flat slab design Floor to floor height is 4.20 metres with a clear height of 3.95 metres. Structure is designed for seismic loads.
- Floorings :** Common entrance lobby in granite / marble / wooden flooring The staircase service and the lobby along such staircase is in Kotah stone and 5 Lift Lobby are in Italian Marble with Kotah Stone in south Staircase. Office flooring shall be bare RCC.
- Doors :** Main door is a wooden door with all necessary Accessories. All staircase doors are FRD as per CFO norms. Electrical Copper wiring is provided in common Lobbies and Staircase portion. Appropriate Electric Cabling is provided by Emgeen upto the electric meter room.
- Plumbing :** Plumbing connections are given upto the shaft of each toilet block with entry points in respective toilets (for both domestic and flushing purpose).
- Windows/Elevation :** Glazed curtain walling and aluminium composite panels are provided.
- Lift :** Passenger elevators (5) in number and service elevators (3) in number of Mitsubishi make are provided in the said building Windsor.
- Air-Conditioning :** The building "Windsor" will be centrally air-conditioned building. The central air-conditioning unit will be of "Carrier make and will be provided by Emgeen. However, the Internal ducting for the respective unit will be the responsibility of the prospective purchaser.
- Boundaries :** There shall be part fencing and part compound wall on all the sides of the plot which shall be at the discretion of Emgeen.
- Fire Fighting :** Fire Fighting provisions for the building Windsor is through hydrants and sprinklers. Emgeen has provided hydrants and sprinklers only for the common area of the said building Windsor. Each unit holder shall provide sprinklers within the respective unit. Fire alarm system will comprise of heat/smoke detectors.
- STP:** The building will be provided with a Sewage Treatment Plant (STP) to treat the Sewage.
- Waterproofing:** Mainly Polymer based waterproofing treatment has been used.

THE THIRD SCHEDULE REFERRED TO :

(Terms, Conditions and Covenants to be observed by the Prospective Purchaser)

- (1) The terms, provisions and conditions set out in this clause are vital, essential and integral terms and conditions of this Agreement and the Prospective Purchaser has consciously (and realising the importance of these terms and conditions and also realising the grave consequences of default in the observance and performance of these terms and conditions) agreed to duly and strictly comply with the same, since the Architects and Structural Engineers of Emgeen, have designed the said building "Windsor" and the structural members thereof on the basis that the terms and conditions referred to and contained in this clause shall be strictly adhered to by the Prospective Purchaser and the Occupants of the different units in the said building "Windsor" and/or of different units of the other building / structures on the said large holding.
- (i) The slab of the building Windsor standing on the said large holding has been designed taking in to consideration a maximum thickness of 75 mm for bedding & flooring material. The Prospective Purchaser shall not exceed total 75mm thickness for the flooring of the said Premises and the Limited Common Areas and Facilities.
- (ii) The slab of the building Windsor standing on the said large holding is designed for 400 kg/sq. mtrs. load. If the loading of UPS batteries, storage safe exceeds this limit then it is to be supported by structural steel support on columns but not resting directly on the slab. The design for the same shall be subject to prior approval in writing by the structural engineers of Emgeen.
- (iii) Emgeen has earmarked & designated certain areas at stilt level / or other suitable location for locating Diesel Generator (D.G.) sets and for VSAT and other antennae if any. The Prospective Purchaser would be at liberty to install a D.G. set and for VSAT and other antenna if any, within such designated area (if the Prospective Purchaser has acquired rights thereto from Emgeen, for a consideration as may be mutually agreed upon between them), with prior approval of Emgeen in writing. The Prospective Purchaser shall NOT install a DG set and VSAT and other antennae if any elsewhere in the said building/s or elsewhere in the said large holding. The condominium / Emgeen (till such condominium is formed) may from time to time levy such rent and/or other charges as it may deem fit for the use of such area for the purposes referred to above.
- (iv) If the Prospective Purchaser desires to install its own D.G Set/s the following conditions shall be strictly adhered considering the environment aspects.

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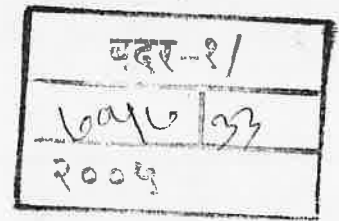
- a. Acoustic Enclosures
- b. Only air cooled (radiator cooled) type D.G. sets will be permitted.
- c. All norms of CPCB should be fulfilled.
- (v) The Prospective Purchaser will install only such type of air-conditioning (A/C) systems as may be permitted & approved in writing by Emgeen for which provision has been made at the appropriate location in the building. The Prospective Purchaser shall install only packaged / split units for the server room with adequate consideration for fresh air. However, no window typed air conditioner will be installed by the Prospective Purchaser. AC provision ducting materials etc. should be as per CFO Norms.
- (vi) Different services like A/C, electrical AHU, Pantry, Toilets etc. will be provided by the Prospective Purchaser strictly within the area provided for the same.
- (vii) Additions & alterations in and to the said Premises may be made by the Prospective Purchaser only after obtaining the prior written permission of Emgeen and not otherwise.
- (viii) No external additions & alterations will ever be permitted. In no case, can the external elevation be altered or modified.
- (ix) No additions & alterations and or modifications can be made by the Prospective Purchaser in common areas like lift lobbies, entrances etc. without the prior written permission of Emgeen.
- (x) The Prospective Purchaser is not permitted to puncture the structure and / or create any sleeves or cut-outs therein or thereto.
- (xi) The 7th, 8th and proposed 9th floor offices are to have terraces areas appurtenant thereto. In such terrace area the Prospective Purchaser shall be entitled to lay light weight soil upto a maximum thickness of 300 mm along the centre sides and periphery of such terrace. Shrub beds will be allowed to be grown only in 300 mm portion. Further the waterproofing for such terrace area shall only be chemical water proofing treatment. The Prospective Purchaser shall take utmost care while laying soil as aforesaid on the terrace area appurtenant to the respective unit, that the chilled water pipes and other utilities are not buried under the soil and/or damaged in any way.
- (xii) LT electric supply has been made available upto the meter room. The cabling from the meter room to the respective unit shall be done by the Prospective Purchaser. The cable for this, would be an aluminium conductor, PVC insulated armoured cable of appropriate capacity. [For cable separate charges are to be borne by Prospective Purchaser.]

- (xiii) Space for dedicated earthing pits shall be provided by Emgeen. The required capacity earthing cable from the earthing pit to the UPS/Server room in the office shall be supplied & laid by Prospective Purchaser through the trench/shaft provided by Emgeen.
- (xiv) The lifts shall not be used for any other purpose other than for what it has been provided for and no luggage or material will be allowed in any of the passenger lifts.
- (xv) Emgeen shall provide every unit with ~~two~~ one cable of containing 20 pairs each (from Service provider) from Communication room to the tag block to be provided in communication shaft. (Preferable to write-provided by Service provider)
- (xvi) A common fire alarm connection for each unit shall be provided by Emgeen. The Prospective Purchaser shall be obliged to provide his/her/its fire zone panel.
- (xvii) The Chief Fire Officer (CFO) may stipulate that the entire premises shall have sprinklers. Emgeen will provide the sprinkler system with pumps and associated piping, valves and panels in the public areas and corridors only. Point tapping on the sprinkler main lines with isolation valves will be provided from where the Prospective Purchaser will be required to hook up their connections. The typical sprinkler layout drawings for the said premises will be given by Emgeen to the Prospective Purchasers for his/her/its guidance and reference. The positioning of the sprinklers within the said premises may change depending on interior layout of the said premises and requirements of the Prospective Purchaser and the CFO. However it is expressly agreed and undertaken by the Prospective Purchaser that the piping and sprinkler requirement will strictly follow the CFO's norms and stipulations and adherence to such norms will be the responsibility and liability of Prospective Purchaser.
- (xviii) No attachment of Flashing/Carpentry/Masonry work to the curtain wall components shall be carried out under any circumstances.
- (xix) The Prospective Purchaser will be allowed to do waterproofing in sunken toilet areas as per the specifications laid down by Emgeen and the Prospective Purchaser shall be required to obtain from the person carrying out such water proofing, a 10 years written guarantee against defects in the waterproofing treatment that would be so carried out on behalf of the Prospective Purchaser and against all consequences of such defects.
- (xx) Emgeen may in its subjective discretion and on an application made to it by the Prospective Purchaser may allow the Prospective Purchaser to install VSAT / or other antennae if any on the terrace above the eighth

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/ ninth floor of the said building Windsor or on the top terrace level of any other building constructed/to be constructed on the said large holding, and Emgeen may accordingly allocate space for the same on such terms and for a consideration to be mutually agreed upon.

- (xxi) The car-parking space/s / scooter parking space/s if any appurtenant to the said premises shall be used for parking vehicles and not for any other purpose.
 - (xxii) The Prospective Purchaser shall not be allowed to put up any external façade lighting.
 - (xxiii) The Purchaser shall be allowed to put up their signage/s of such dimensions and at such location as may be approved by Emgeen, and not otherwise. Unit No.1,2, and 3 on the 1st and 2nd upper floor of the said building Windsor shall be entitled to install and display their signage in such manner so as to ensure that the aforesaid signage is one not visible from the common lobby at the Podium floor level.
 - (xxiv) The Prospective Purchaser shall be obliged to allow Emgeen and/or its authorised representatives, access from/through the said premises and the areas appurtenant to it for the purposes of maintenance, repair and replacement and for other related works being carried out in relation to and /or concerning the said building Windsor and other building and or structures standing on the said large holding.
 - (xxv) The Prospective Purchaser shall be required to permit passage through ducts located within the said premises for Installing, maintaining & operating A/c chiller pipes as may be required from time to time.
 - (xxvi) All works within the said premises shall be carried out by the Prospective Purchaser only after obtaining the prior permission of BMC/CFO & other concerned authorities and the Prospective Purchaser shall be responsible and liable to strictly comply with the conditions (if any) that maybe imposed by the concerned authorities.
- (2) As part of the mechanism to ensure transparency in the respective Prospective Purchaser and the respective occupant of the respective unit strictly complying with the terms and conditions contained in clause (1) above and to enable Emgeen, or the Condominium, as the case may be, ascertaining the due compliance of such terms and conditions and for enabling Emgeen/ the Condominium to enforce the observance thereof, the undermentioned procedure of disclosure has been agreed upon and the Prospective Purchaser covenants to strictly adhere



to the same: -

- (a) The Prospective Purchaser will give to the Management at least three days notice, in writing, prior to any work being carried out by the Prospective Purchaser or the occupants in the unit in question i.e. (the said premises) and/or in any part of the Common Areas and Facilities and/or Limited Common Areas and Facilities appurtenant to such unit;
- (b) In such notice, in writing, full details of the work intended to be carried out will be set out and to such intimation, in writing, plans will be annexed showing the location at which such work is to be carried out;
- (c) Such intimation, in writing, will also specify the name, designation, address and contact numbers of the person who would be supervising the carrying out of such work and who would be primarily responsible to ensure that the work is carried out strictly in accordance with such written intimation and in consonance with the provisions contained in clause (1) above;
- (d) Such intimation, in writing, shall also set out the time-frame within which such work is to be carried out;
- (e) The Prospective Purchaser / Unitholder shall ensure that such time-frame and other conditions applicable are strictly adhered to;
- (f) The Prospective Purchaser / Unitholder / Occupant shall ensure that such work shall be carried out only during the timing as may be specified by the *Management* and at no other time.
- (g) The Prospective Purchaser / Unitholder / Occupant shall ensure that the construction and other material and other items that would be required to carry out the works referred to hereinabove and the debris etc. that would result as a consequence of carrying out such work shall all be taken in and brought out from the said premises within a maximum period of 2 days during the timings and from the staircase as may from time to time be specified by the Management and in the manner as may be specified by the Management.
- (h) The Prospective Purchaser / Unitholder / Occupant shall ensure that all material, debris, furniture, fittings etc. relating to carrying out the works, referred to aforesaid shall also be within the concerned unit and shall at no point in time be stored in the Common Area and Facility.
- (i) The Management shall be entitled to prevent the carrying out of any work contrary to the terms, conditions and provisions of clause (1) above and also to stop any work that may have been commenced contrary to or in violation of such terms and conditions;

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- (j) The Prospective Purchaser / Unitholder shall be required to make good to the Management, all costs, charges and expenses, that may be required to be incurred by to prevent and/or stop such contravention of the aforesaid provisions and also costs, charges and expenses that may be incurred by the Management for setting right the offending work;
- (k) In this clause expression "the Management" shall mean Emgeen so long as Emgeen is in-charge of the Management of the building/s constructed/ to be constructed on the said large holding and thereafter shall mean the Board of Managers of the Condominium. The expression Prospective Purchaser shall also include the occupant for the time being and from time to time occupying the said premises.
- (3) All the access roads / internal roads in the said large holding will be common to and serve the various buildings / structures on the said large holding, as also the users of the club-house and Common Areas and Facilities.
- (4) All the carriage -ways are at all times intended to be kept unobstructed and free from any parking or placing of any materials.
- (5) The septic tanks / soak - pits & underground Tanks of the said Building/s and/ or structure/s may be located within the area of such Recreation Gardens or at any other suitable place as may be decided by Emgeen. A sewage treatment plant (STP) will be provided.
- (6) The drainage / sewerage lines of all the buildings on the said large holding and the electric cables, telephone lines and storm water drains serving the building/s structures in the said large holding will ultimately run under / across or along access road, internal feeder roads as may be decided by Emgeen. However, those may pass through the open spaces around the Building/s structure/s as may be determined by Emgeen.
- (7) If Club House and such other common recreation amenities / facilities are provided by Emgeen, the Prospective Purchaser shall abide by the rules and regulations that may be finalized by Emgeen.
- (8) The Prospective Purchaser will be obliged, as and when required, to contribute proportionately towards the cost of repairs to, replacement and maintenance of the common roads, common garden, lighting, common pipes and other common amenities referred to in Statement E hereto annexed.
- (9) Electrical sub-station/s as required by a utility company may be provided at the location/s, (to be determined by Emgeen) on the said large holding and will serve such of the building/s and structure/s in the said large holding as also the adjoining properties in the neighbourhood, as may be required by Reliance Power (BSES) / Tata Power Company or other utility Company.

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(10) AIR-CONDITIONING

Since the building is centrally air-conditioned and since the Central Air-Conditioning Unit has been provided by Emgeen (located on the top terrace of the building), the undermentioned rules and regulation will be strictly adhered to :

- (a) Except with the prior permission in writing of Emgeen (which Emgeen may, in their absolute discretion, decline to grant), no condensing unit shall be put up or installed by any intending purchaser on the top terrace of the building WINDSOR nor at any location on the external façade of the building Windsor; or in the podium & basement area of the building Windsor.
- (b) Emgeen shall provide chilled-water pipe from the Central air-conditioning Unit at the top terrace upto the AHU (Air Handling Unit) room in the respective premises belonging to the respective intending purchaser; In case additional AHUs & FCUs are installed, the routing of the pipe will be inside the premises within the false ceiling. No external run of chilled water piping will be permitted.
- (c) No obstruction, hindrance or blockage shall be made or created by any prospective purchaser to the chilled-water pipe connecting the Central air-conditioning Unit to any premises in the building WINDSOR; (GN-to confirm AHU at extra cost) care should be taken by the Prospective Purchaser to ensure that the insulation of the chilled-water piping is not damaged.
- (d) The requisite BTU meter will be installed at the AHU room ensuring proper metering of the chilled-water and for consequent billing. The prospective purchaser shall not tamper with or damage or manipulate such BTU meter; The Prospective Purchaser undertakes to provide Emgeen and/or the condominium access, to such BTU meter as and when required by Emgeen/Condominium.
- (e) The Duct provided by Emgeen at different locations in the building WINDSOR, as also the Duct for passing, connecting and providing chilled-water shall not be blocked or damaged by the Prospective Purchaser, but on the other hand the prospective purchaser shall at all reasonable times provide access through the said premises for reaching such duct and chilled-water pipe and other amenities / utilities and for carrying out the work of repairs and maintenance thereof.
- (f) The common entrance lobbies and 5 Lift Lobbies at all the 8 floors will be centralised Air Conditioned.

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- (11) The building is provided with a sewage Treatment Plant. The treated sewage is recycled for flushing purposes. The water closets (W.C.) in the premises are supplied water through recycled treated sewage. Separate tanks and piping has been provided for flushing. The piping has been clearly identified with stickers warning that Recycled sewage runs in these pipes. The Prospective Purchaser to take care and ensure that no connections will be taken from flushing line for any other use. Strict adherence to this requirement will be responsibility and liability of Prospective Purchaser.
- (12) The toilet exhaust fans shall exhaust into the shaft only and the fresh air is to be taken from the designated place only. No canteen / kitchen exhaust ducts can be taken upto the terrace / basement without specific written approval from Emgeen or the Condominium as the case may be.
- (13) Adequate fire dampers shall be provided by the Prospective Purchaser at the AHUs to ensure the safety to the building.
- (14) None of the tenants will be allowed to park any heavy vehicles including buses, mini buses etc. within the premises of the building including at least 50 meter area outside the main gate on the main road.
- (15) Prospective Purchaser / Tenants will not change the name from Windsor to any other name.
- (16) Emgeen shall have a right to enter into Contracts with various agencies in respect to Common amenities in the said building 'Windsor' which will be binding on the Prospective Purchaser / Tenant and the same will be charged to the Prospective Purchaser Tenant in the proportion of areas occupied by them.
- (17) Prospective Purchaser / Tenant will permit neon sign on top of the building to be lit of Windsor during the evening and night and the cost of the power consumed by them is to be borne by the Prospective purchasers / Tenants.
- (18) Prospective purchaser shall not carry any items including Stationary items in the passengers lifts.
- (19) Emgeen has a right to change the operating system from the lifts designating one or two lifts to be used for specific floors.
- (20) All future development rights will remain with Emgeen.

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STATEMENT "A-1"

A. The user of the different levels / floor of the main building WINDSOR are as under:

- (i) The basement has been approved partly as storage and partly as parking.
- (ii) The stilt level has at present been approved partly as parking for vehicles, areas, have been earmarked for a Substation, Toilets / Services and a part of the area at stilt level may be utilised for the purposes of a club. If sanctioned / permitted by the BMC and other concerned authorities it is proposed that the stilt level be used for offices and/or for other commercial use. There will also be condominium office, BMS room at the stilt level.
- (iii) (a) The Podium floor has been approved partly for offices for commercial use and partly, for Lobby / ATM Counters / Garden / Common Toilets.
(b) If BMC so permits Emgeen shall be entitled, to increase the area in the podium for commercial use (including as offices).
- (iv) 1st to the 4th and 6th to the 8th upper floors have been approved as offices.
- (v) Part of the 5th upper floor has been approved as an office and part has been approved as refuge area. If the BMC and CFO so permit, Emgeen shall be entitled to reduce the quantum of the refuge area and/or to vary its shape and size. Thereby, the built up area of the office on the fifth floor may increase.
- (vi) The proposed user of the proposed unit to be constructed on part of the 9th upper floor, would be an office. (Terrace)

- B. (i) The basement of the said building Windsor has car-parking spaces and an area of approximately square feet approved as storage;
- (ii) The stilt area has car-parking spaces;
- (iii) The Podium has 22 open parking spaces;
- (iv) Sanctioned plans of 1st and 2nd floors have 3 offices on each floor;
- (v) Sanctioned plans of 3rd, 4th, 5th and 6th floors have 6 offices on each floor. The fifth floor has an refuge area
- (vi) Sanctioned plans of 7th floor have 6 offices, office no 1 having terrace appurtenant to it and office No.2 having pocket terrace appurtenant to it.
- (vii) Sanctioned plans of 8th floor have 6 offices, office nos. 1,4,5,6 having open terrace/s appurtenant to it.
- (viii) The proposed office unit on the 9th upper floor has a terrace appurtenant to it. The whole or part of such terrace area may be used as a garden appurtenant to the office on the 9th floor and/or one or more offices on the 8th floor as may be decided by Emgeen.
- (ix) Terrace on Garden besides Chillers married to 8th floor.

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STATEMENT "B"

LIST OF ARCHITECTS / CONSULTANTS ENGAGED IN THE PROJECT "WINDSOR".

- | | |
|--|--------------------------------|
| 1. M/s. Manoj Paresh & Associates | Municipal Architect |
| 2. Hafeez Contractor | Elevation / Planning Architect |
| 3. Y.S. Sane & Associates | Structural Engineers |
| 4. Engineering Creations Public Health Consultancy | Plumbing Consultant |
| 5. Rumi Bharucha | A.C. Consultant / Ducting |
| 6. M.P. Cardoz & Associates | Electrical Consultant |
| 7. Available Lights | Lighting Consultant |



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STATEMENT "C"

Building/s sanctioned by BMC from time to time as per the undermentioned IOD & CC

- IOD 22/06/2001 CE/1215/WS/AH (5436 B)
- CC 16.08.2001 CE/1215/WS/AH (5436 B)
 13.02.2002 CE/1215/WS/AH (5436 B)
 19.04.2002 CE/1215/WS/AH (5436 B and 5433C/1)
- IOD 19.04.2002 No.CE/1373/WS/AH (5428 & 5430)
 14.01.2003 No.CE/1373/WS/AH (5428, 5430, 5433-C/1, 5436-B)
 29.08.2003 No.CE/1373/WS/AH(5428,5430,5433-C/1,5436-B & 5436C)
 12.02.2004 No.CE/1373/WS/AH (5428, 5429/1, 5430, 5433-C/1,
 5436-B, 5436-C & 5437-A)
- CC 18.05.2002 No.CE/1373/WS/AH (5428 and 5430)
 05.02.2003 Amended C.C. for Top of Stilt Height Bearing No. CE/1373/WS/AH
 29.04.2003 Amended CC for Top of Podium
 14.05.2003 Amended C.C. for Top of 4th floor
 05.09.2003 Amended C.C. for Top of 8th floor
 16.02.2004 Amended C.C.
- OC 16.12.2004 No. CE/1373/WS/AH



STATEMENT "D"

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2008
LENTIN MEMBERS.
DIAL STREET, FORT.
MUMBAI 400 001.

A. H. PARPIA & CO (REOD.)
ADVOCATES AND SOLICITORS

MR. A. H. PARPIA
MISS A. A. PARPIA
MRS. M. N. DESAI

TEL. 2668458
2668264
FAX 2668458

Re:- Amalgamated immovable property consisting of the undermentioned pieces of land totally admeasuring approximately 11,702.90 square metres situated off CST Road (Vidyanagari Marg), in Village Kole Kalyan, Taluka Andheri BSD, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban.

PART I: -Land admeasuring approximately 3748.90 square metres bearing C.T.S. Nos.5436/B, 5437-A, 5433-C1, all of Village Kole Kalyan.

And

PART II: - Land admeasuring approximately 7954 square metres bearing C.T.S. Nos.5428, 5429/1, 5429/2, 5430, and 5436-C all of Village Kole Kalyan.

CERTIFICATE

1. The abovementioned lands described at Part I above belong to a partnership firm named KALINA METAL AND ENGINEERING WORKS who obtained title to the same under a Registered Deed of Partition dated 14th April 1959 and ever since then the said partnership firm of KALINA METAL AND ENGINEERING WORKS have been in the exclusive possession and enjoyment of the abovementioned lands described at Part I, as owners, free from any adverse claims, until the time possession thereof was handed over by KALINA METAL AND ENGINEERING WORKS to EMGEEN HOLDINGS PRIVATE LIMITED (the Developer) under and in pursuance of a Registered Development Agreement dated 1st February 2002.
2. The abovementioned lands described at Part II above belongs to BHARAT RADIATORS PRIVATE LIMITED who obtained title to an area of approximately 7285.77 square metres under three Registered Deeds of Conveyance in their favour dated 25th March 1958, 11th October 1958 and 29th December 1958 and also obtained possession of some small contiguous pockets of land and ever since then, BHARAT RADIATORS PRIVATE LIMITED have been in the exclusive possession and enjoyment of the abovementioned lands described at Part II, as owners,



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free from any adverse claims, until the time a Lease in Perpetuity in respect thereof was created in favour of Bharat Radiators Private Limited (as Lessees) under an Order dated 8th October 1999 passed by the Bombay High Court, and in pursuance of the said Order Bharat Radiators Private Limited came in possession of the abovementioned lands described in Part II till the time possession of the said lands described in Part II above was handed over by Bharat Radiators Private Limited (as Lessees) with the concurrence of Bharat Radiators Private Limited (as Lessors) to EMGEEN HOLDINGS PRIVATE LIMITED (as Developer) under a Registered Development Agreement dated 6th March 2002 entered into and executed by and between Bharat Radiators Private Limited (as Lessors) and Bharat Radiators Industries Private Limited (as Lessees) in favour of Emgeen Holdings Private Limited (as Developer), and under two other registered Development Agreements, also dated 6th March 2002 executed between Bharat Radiators Private Limited (as Owner) and Emgeen Holdings Private Limited (as Developer);

3. We have investigated the title to the abovementioned composite / amalgamated lands and have taken searches and hereby certify that in our opinion:

(a) The title of KALINA METAL AND ENGINEERING WORKS to the abovementioned lands described at Part I above;

And

(b) The title of BHARAT RADIATORS PRIVATE LIMITED to the abovementioned lands described at Part II above (the interest of Bharat Radiators Industries Private Limited having come to an end).

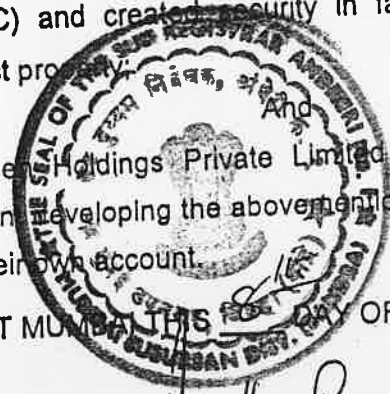
is clear and marketable and free from encumbrances.

4. After obtaining development rights from Kalina Metal and Engineering Works and from Bharat Radiators Private Limited under the Development Agreements aforesaid and having obtained possession of the abovementioned lands,



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- (a) Emgeen Holdings Private Limited got building plans sanctioned by Brihanmumbai Municipal Corporation (BMC);
- (b) Emgeen Holdings Private Limited got the abovementioned lands amalgamated by BMC as one holding
- (c) Emgeen Holdings Private Limited obtained project-finance from Housing Development Finance Corporation Limited (HDFC) and created security in favour of HDFC on the project property.
- (d) Emgeen Holdings Private Limited (as Developer) are at present developing the abovementioned amalgamated lands on their own account.



DATED AT MUMBAI THIS 13th DAY OF JANUARY 2003.

A. H. Parpia

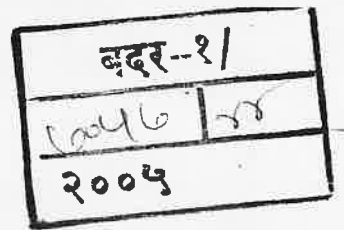
Messrs. A. H. PARPIA AND COMPANY
ADVOCATES AND SOLICITORS

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STATEMENT "E"

(a) Common Areas and Facilities :-

- (i) Entrance lobby and foyer / business centre of the said building Windsor will be for the benefit of the Prospective Purchaser/ Owner/ Occupier of different units in the Condominium.
- (ii) Compound of the said building i.e. the open area but excluding the open car-parking / scooter parking spaces / space/s for installation of VSAT or other antenna or other equipment or otherwise appurtenant to a particular unit/s in the compound appurtenant/ to be appurtenant /allotted / to be allotted to the respective Prospective Purchasers and also subject to access to reach such parking spaces and other spaces except that portion of the said large holding on which Emgeen is entitled to construct building/s and other structures.
- (iii) The four staircases of the said building Windsor, including the landing at each staircase and the mid-landing, for the purpose of ingress and egress of the Prospective Purchasers and of visitors to such Building but not / for the purpose of storage or for recreation or for residence or for sleeping.
- (iv) There is a staircase (located behind the bank of the elevators) which serves as an entry and exit from the main entrance lobby upto and from each unit on each of the 8 upper floors as well as on the units on the ground floor of the said building Windsor. This staircase also leads to the basement of the said building Windsor. This staircase and the landing and the mid-landing thereof is a Common Area and Facility for the owner /occupier of all the units in the said building Windsor and for the visitors to the said building.
- (v) Portion of the terrace above the top floor of the building Windsor being used for common purposes like putting up antennae / VSAT antenna and for being used as an open terrace by the members owning Units in the building / but not for putting up any construction or any objectionable use;
- (vi) 5 elevators for passengers (of Mitsubishi make) available for all units on all floors;
- (vii) Sewerage Treatment Plant
- (viii) Drive ways;
- (ix) Fire Tanks, Under Ground (UG) Tanks;
- (x) Building Management System Room;
- (xi) Space for Diesel Generator set and air-conditioning plant for Condominium;
- (xii) Gymnasium;
- (xiii) Cafeteria;
- (xiv) Business Center (with common toilet for Business Center);
- (xv) Condominium Office;
- (xvi) Air Conditioning Plant for central air-conditioning of the building Windsor and Diesel Generator (DG) set shall be provided as a one time provisions by Emgeen. Repairs to, repairs of and maintenance of the same shall be at the cost of the owners of all the units in the said building Windsor (common expenses).



- (xvii) Driver and staff common toilet.
- (xviii) CCTV system will be provided.

The Prospective Purchaser and the Owners of the respective apartment /unit in the building Windsor will have a proportionate undivided interest in the above.

(b) Limited Common areas and Facilities:-

- (i) There is a stair-case (referred to as stair-case No.2), which is to serve unit Nos.1 and 2 on each of the 1st to the 8th upper floors as well as unit No.1 on the ground floor of the said building Windsor. This stair-case No.2 leads to the basement of the said building Windsor. This stair-case, the landings and mid-landings thereof is to serve as the Limited Common Area and Facility for such unit Nos.1 and 2 on each of the 1st to the 8th upper floors as well as Unit No.1 on the ground floor of the said building Windsor and for the visitors to the said units, i.e. this stair-case and the landings and the mid-landings thereof shall serve as a Limited Common Area and Facility for the owners of the said units referred to in this clause and each of such owners will have a proportionate share and interest in such stair-case and landings and mid-landings.
- (ii) There is a stair-case (referred to as stair-case No.3), which is to serve unit No. 3 on each of the 1st and 2nd floors and unit nos.3 and 4 on the 3rd, 4th, 5th, 6th, 7th and 8th upper floor as well as unit No.1 on the ground floor of the said building Windsor. This stair-case No.3 leads to the basement. This stair-case and the landings and mid-landings thereof are to serve as the Limited Common Area and Facility for such unit no.3 on the 1st and 2nd floor and Unit Nos.3 and 4 on the 3rd, 4th, 5th, 6th, 7th and 8th upper floor as well as Unit No.1 on the ground floor of the said building Windsor and for the visitors to the said units, i.e. this stair-case and the landings and the mid-landings thereof shall serve as a Limited Common Area and Facility for the owners of the said units referred to in this clause and each of such owners will have a proportionate share and interest in such stair-case and landings and mid-landings. (For 5th floor office no.1 and 2 access is from staircase no.1 and 2, office no.3 access is from staircase 1 and 3 and office no.4 access 1 and 3, office no. 5 and 6 access is from staircase no. 1 and 4.
- (iii) There is a stair-case (referred to as stair-case No.4), which is to serve units Nos.5 and 6 on each of the 3rd to the 6th upper floors. This stair-case leads to the basement. This stair-case and the landings and mid-landings thereof are to serve as the Limited Common Area and Facility for such unit Nos.5 and 6 on each of the 3rd to the 6th upper floors building Windsor and for the visitors to the said units, i.e. this stair-case and the landings and the mid-landings thereof shall serve as a Limited Common Area and Facility for the owners of the said units referred to in this clause and each of such owners will have a proportionate share and interest in such stair-case and landings and mid-landings.
- (iv) The respective car-parking space appurtenant to the respective unit in the said building "Windsor" shall be a Limited Common Area and Facility for the owner / occupier of such unit who will have the sole and exclusive interest therein.

- (v) If any area at the still level is allotted by Emgeen to a Prospective Purchaser of a particular unit in the said building Windsor, (as appurtenant to such unit) such Prospective Purchaser (who would ultimately become the owner of such unit in the said building Windsor) would have the sole and exclusive right and interest in such area allotted to him/her/it, and such area shall be a Limited Common Area and Facility for the respective owner /occupier of a particular unit owned by the Prospective Purchaser/Owner. The Owner/occupier of such area shall have right to put up and install and operate a D. G. Set therein (of the type specified in the Third Schedule) for servicing the unit which is so purchased and owned by such Prospective Purchaser /owner of the unit and such area shall be used by the Prospective Purchaser/owner for installing and operating the D.G. Set but for no other purpose.
- (vi) The open terrace adjacent / appurtenant to Unit No.1 on the 7th floor of the said building Windsor shall be a Limited Common Area and Facility to the owner of such unit who shall have the sole and exclusive right and interest to such Limited Common Area and Facility.
- (vii) The open terrace adjacent / appurtenant to Unit No.2 on the 7th floor of the said building Windsor shall be a Limited Common Area and Facility to the owner of such unit who shall have the sole and exclusive right and interest to such Limited Common Area and Facility.
- (viii) The open terraces adjacent / appurtenant to Unit No.1 on the 8th floor of the said building Windsor shall be a Limited Common Area and Facility to the owner of such unit who shall have the sole and exclusive right and interest to such Limited Common Area and Facility.
- (ix) The open terraces adjacent / appurtenant to Unit No.4 on the 8th floor of the said building Windsor shall be a Limited Common Area and Facility to the owner of such unit who shall have the sole and exclusive right and interest to such Limited Common Area and Facility.
- (x) The open terraces adjacent / appurtenant to Unit No.5 on the 8th floor of the said building Windsor shall be a Limited Common Area and Facility to the owner of such unit who shall have the sole and exclusive right and interest to such Limited Common Area and Facility.
- (xi) The open terraces adjacent / appurtenant to Unit No.6 on the 8th floor of the said building Windsor shall be a Limited Common Area and Facility to the owner of such unit who shall have the sole and exclusive right and interest to such Limited Common Area and Facility.
- (xii) The proposed unit on the ninth floor will have access from stair case no.1, 3 and 4.
- (xiii) The passage shown shaded brown on the floor plan of the 2nd floor, shall be for the common use only of the occupants of the three units No. 1, 2 & 3 on the 2nd floor of the building Windsor.

The open terrace adjacent / appurtenant to the unit (if constructed) on the 9th floor of the said building Windsor shall be the Limited Common Area and facility to the Owner of such unit on the 9th floor who shall have the sole and exclusive right and interest to such Limited Common Area and Facility.

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BRIHANMUMBAI MAHANAGARPALIKA

NO. CE/1373/WS/AH

12 FEB 2004

Ex. Engineer-Bldg, Proposed (W.S.)
H and K Wards,
Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai-400 050,

To.
M/s. Manoj Pareesh & Associates, Architect,
309, Sangam Arcade, Vallabhnbhai Road,
Opp. Rly. Station, Vileparle (West),
Mumbai-400056.

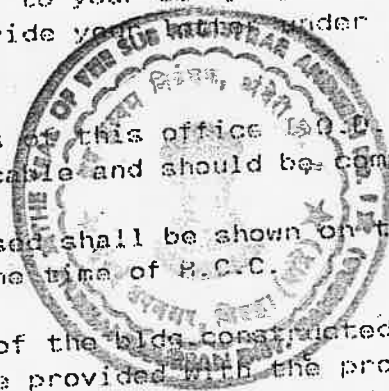
Sub:- Proposed commercial bldg. on property bearing
C.T.S.No. 5428, 5429/1, 5430, 5433-C/1, 5436-B,
5436-C and 5437/A of Village Kolekalyan at
Santacruz (East).

Sir,

Ref : Your letter dated

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions:-

1. All the objections of this office under even no. dated 19.4.2002 shall be applicable and should be complied with.
2. The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of R.C.C.
3. That every part of the bldg. constructed and more particularly overhead water tank will be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
4. That the infrastructural works such as construction of hand-holes/panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
5. That the regulation No.45 and 46 of D.C.Reg.1991 shall not be complied with.
6. That the letter box shall be provided at the ground floor for all the tenements.
7. That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
8. That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.



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Ex. Engineer Bldg. Proposal (W.S.)
 H. and K. - Wards
 Municipal Office, R. K. Parkar Marg,
 Bandra (West), Mumbai-400 050.

9. That the extra water and sewerage charges shall be paid.
 10. That the revised byelaw 4(c) shall be submitted.
 11. That the M.O.C. from A.A. & C. H/East Ward shall be submitted.
 12. That all the conditions of D.P. Release letter dt. 19.11.2003 under No. CHE/2110/DPWS/H & K shall be complied with.
- One set of plans in token of approval is enclosed herewith.

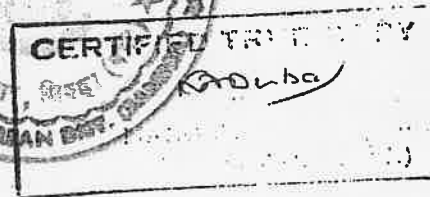
Yours faithfully,

Ex. Engineer Building Proposals,
 (W. & H. Suburbs) H & K East Wards.

for



F:\WS\OFFICE\AMEND\1373AH



MUNICIPAL CORPORATION OF GREATER MUMBAI
 FORM 'A'
 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

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No. CL/373/BSH/WS/AH/AK of
 COMMENCEMENT CERTIFICATE

This L.O. D./C.C. is issued subject
 to the provision of Urban Land
 Ceiling and Regulation Act, 1973

18 MAY 2002

To, Shri. Suresh Chandra Mahapatra
Co. to owner

Ex. Engineer (Bldg. Proposal (W.S.)
 H and K - Wards,
 Municipal Office, R. K. Park Marg,
 Bandra (Wes.), Mumbai-400 050.

Sir,

With reference to your application No. 1964 dated 11/3/2002 for Development
 Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional
 and Town Planning Act 1966, to carry out development and building permission under Section 346 of the
 Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Construction of 10 flats CTS No. 579, 28, 1, 57, 130
 at premises at Street G. V. K. Road, Kurla Village Kole Kalyan Plot
 No. situated at (Santacruz) East Ward H & K

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 for 1 year but such extended period shall be in no
 case exceed three years provided further that such extension shall not be for 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 in 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 applicant 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 42 of 45 of the Maharashtra Regional and Town Planning
 Act, 1966.

7. The conditions 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 A. K. GANTA
Asst. Executive Engineer to exercise his powers and functions of the Planning
 Authority under Section 45 of the said Act.

This 'C' is valid upto 17 MAY 2003

The Commencement Certificate is

for carrying out the work up to 18/5/02

For and on behalf of Local Authority
 The Municipal Corporation of Greater Mumbai

(Signature)
 Executive Eng./Assistant Eng. Building Proposals
 (Western Subs.) "H & K/West" "K/East & P"/Wards"

FOR
 MUNICIPAL CORPORATION FOR GREATER MUMBAI

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Valid up to ... 17.05.2003

CE/ 1373 /BSII/WS/AH of **5 FEB 2003**
 Further C.C. is now extended
 For top of 5th height as per approved plan dt. 14.1.2003
Chudhary
 05/02/03
 Asstt. Engr. D.P. (WS). AH

Valid up to ... 17.5.2003

CE/ 1373 /BSII/WS/AH of **129 APR 2003**
 Further C.C. is now extended
 For 7.65 mts height A.G.L. i.e top of rodium as per approved
 plan dt. 14.1.2003.
Chudhary
 29/04/03
 Asstt. Engr. D.P. () . AH

Valid up to ... 17.5.2003 **14 MAY 2003**

CE/ 1373 /BSII/WS/AH of
 Further C.C. is now extended
 For top of 4th + 1/2 height + LMR i.e 4th + 1/2 height + LMR as per approved
 plan dt. 14.1.03.
Chudhary
 14/05/03
 Asstt. Engr. D.P. (WS). AH



Valid up to ... 17.5.2004

CE/ 1373 /BSII/WS/AH of **5 FEB 2003**
 Further C.C. is now extended
 For top of 8th floor (CPT) + OHT + LMR i.e ht. 45.24 mts A.G.L as per
 approved amended plan dt. 29.8.03
Chudhary
 05/02/03
 Asstt. Engr. D.P. (WS). AH

Valid up to ... 17/5/2004

CE/ 1373 /BSII/WS/AH of **16 FEB 2004**
 Further C.C. is now extended
 For top of 8th floor (CPT) + OHT + LMR i.e ht. 45.24 mts A.G.L as per amended
 approved plan dt. 17/2/04
Chudhary
 16/02/04
 Asstt. Engr. D.P. (WS). AH

CE/ *Chudhary*
 B. B. (C.P.E.)

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/1373/WS/AH

16 DEC 2004

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FULL OCCUPATION CERTIFICATE

To:

M/s. Emgeen Holding Pvt. Ltd.,
C.A. to Bharat Radiators Pvt. Ltd. &
Kalina Metal & Engineering Works,
Dwarka, 57 Tagore Road,
MUMBAI - 400 054.

Sir,

The full development work of commercial building comprising of basement + stilt + podium + 1st to 6th + 7th [pt] + 8th [pt] upper floors on plot bearing C.T.S. Nos.5428, 5429/1, 5430, 5433-C/1, 5436-B, 5436-C of village Kolkalyan situated at Santacruz [East] completed under the supervision of Mr. Manoj Dubal of M/s. Manoj Paresh & Associates, Licensed Surveyors, Licence No. D/203, may be occupied on the following condition :-

- 1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.
- 2) That the completed Amenity building shall be handed over to M.C.G.M. within four months from the date of issue of this letter.

A set of certified completion plan is attached herewith.

Yours faithfully,



Executive Engineer (Bldg. Proposals)
Western Subs. [H & K/E]

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Y. P. F. 150002-7-69-77CA.5. (Ca); 246
G. L., & D., No. 6516, dated 1-1-1970

RULED CARD



113-2 C सी.नं. (113-2) 500-4

मेज 744
1) श्री. अशोक कुमार गोपीचंद गोंधी - (3) श्री. राजकुमार गोपीचंद गोंधी
2) " गोपचंद गोपीचंद गोंधी - (4) श्री. राजकुमार रामचंद्र गोंधी
गोंधीदार स्टेंडर्ड स्टील कंपनी



मेसर्स संवदी अंड कंपनी

4 FEB 1970			
33.10.1968	जयका 5833	मेसर्स कांठज! वेल्ड अंड	
	वज्रमणे	इंजीनियरिंग वर्क्स	

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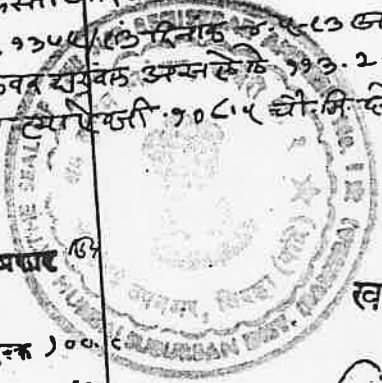
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 2004

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दि. घे. सात/दुदा-द न. मू. क. प्रमाणे

21/06/04
 म. नं. ३०३

<p>9/19/04</p>	<p>4833/क.</p>	<p>1) उजवळ कुठार जाणिल्याने जायते 2/2 दिवस 2) देगाव जाणिल्याने जायते 9/8 3) संवत् 2004/04 जाणिल्याने</p>	<p>म. नं. ३०३ जि. नि. मू. प्र. म. नं. ३०३ मुं. उ. जि. मुंबई</p>
<p>5/14/03</p>	<p>मा. अविस्क मूमि मिठेस मुंबई उपनगर गांवे वडील क्षेत्र कुपस्ती आदेश क्र. आर २००१/२४/सि. वि. एन/ अ. एव. आर. १३५५/१३ दिनांक १६-१३ अन्वये. मिठकत पत्रिकेवर दाखल असलेले ११३.२ चौ. मि. क्षेत्र रच करून त्या क्षेत्री १०६.५ चौ. मि. क्षेत्र दाखल केले.</p>	<p>म. नं. ३०३ जि. नि. मू. प्र. म. नं. ३०३ मुं. उ. जि. मुंबई</p>	<p>म. नं. ३०३ जि. नि. मू. प्र. म. नं. ३०३ मुं. उ. जि. मुंबई</p>



नक्कल मज. क्र. 2008 नक्कला प्रमाणे
 नोदी ५
 नक्कल मुक्त) 000
 नक्कल दि. 2002 नक्कल मुक्त ५
 नक्कल दि. 2002 नक्कल मुक्त ५
 नक्कल दि. 2002 नक्कल मुक्त ५
 नक्कल दि. 2002 नक्कल मुक्त ५

खरी शत
 बदर मुंबई
 दि. घे.

मालमत्ता पत्रक

व.दर. १/
१०५७/५४
२००५ जिल्हा -

विभाग/माने -- कोलेकल्याण

जातूका/न.भू.मा.का. -- न.भू.अ.वांद्रा

कार मासाला क्रमांक विस्तार क्रमांक क्षेत्र धारणाक्रमांक
क्रमांक पो.नं.

शासनाला दिलेल्या न.भू.अ.वांद्रा विभागाच्या तपशील आणि त्याची फेर आवासाचा (न.भू.अ.वांद्रा)



५४ २७५ ५४ २७५ ६१.२ चौ.मि. (५६.२ चौ.मि.) C(11)

न.भू.अ.वांद्रा प्रमाणे

सुविधासंख्या

उत्पत्तीचा मुळ धारक वर्ष १९६८

(मुळां मिळकतीचे विवरण.)

पध्दत

हजार भाग

हजार सौ

(मेसर्स सेव्ही एन्ड कंपनी)

दिनांक	व्यवहार	संज्ञ क्रमांक	नविन धारक (धो) पध्दत (चु) जिल्हा नगर (चु)	साक्षात्करण
२४/०३/१९७५	न.भू.अ.वांद्रा ५४ २६६ प्रमाणे		मेसर्स सेव्ही एन्ड कंपनी	को- ४/०३/१९७५ न.भू.अ.वांद्रा
०३/०३/१९७४	वि.श्री. सारा / मुदतवाढ न.भू.अ.वांद्रा ५४ २६६ अ प्रमाणे			को- ०३/०३/१९७४ न.भू.अ.वांद्रा
१६/१६/२००२	मा.अ. भू.अ. चौक करिडल आ.क्र. न.भू.अ.वांद्रा / प्रा.सु. ६२२५/२२५/०२ दि. २५/१०/०२ चे आदेशाने मुळां मिळकतीचे विवरण व उत्तर हक्कात ये. मालतीना मेटल रजिस्ट्रारिंग डकर्स यांचे नावे करी नेली.			के.अ.अ. १७ १७/१०/२००२ न.भू.अ.वांद्रा
०५/११/२००२	आ.भू.अ. चौक करिडल आ.क्र. न.भू.अ.वांद्रा / प्रा.सु. ६२२५/२२५/०२ दि. २५/१०/०२ चे आदेशाने मुळां मिळकतीचे विवरण व उत्तर हक्कात ये. मालतीना मेटल रजिस्ट्रारिंग डकर्स यांचे नावे करी नेली.		- धारक - मेसर्स मालतीना मेटल अँड रजिस्ट्रारिंग डकर्स	के.अ.अ. १७ १७/११/२००२ न.भू.अ.वांद्रा



न.भू.अ.वांद्रा
मुंबई उपनगर जिल्हा

नक्का अर्बं क्र. ७७६६
अर्बं दाखल दि. २३/३/०५
नक्का नकार दि. २३/३/०५
नक्का विवरणी दि. २३/३/०५
तयार करणारा :- २३/३/०५
जाबदार :-

नकसेचा प्रकार - फि. ५ -
नोदी - ४
नक्का शुल्क - ६०-०
हागद शुल्क - २-०
पुराण शुल्क - ६२-०
रकम शुल्क

खरी प्रत
३/३/०५
नगर भूमापन अधिकारी वांद्रा

मालमत्ता पत्रक

बदर-१/
६०५७/५५
२००६

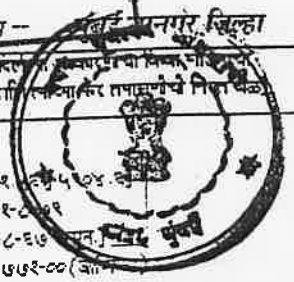
विभाग/मौजे - कोलेकल्याण

तातुका/न.भू.पा.का. - न.भू.अ.बांद्रा

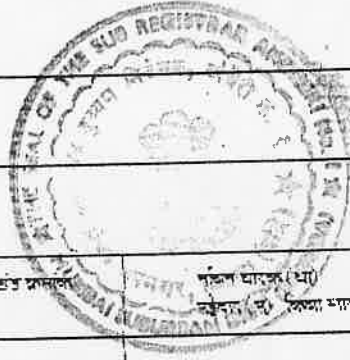
सातपुडा तालुका मुंबई उपनगर जिल्हा

भार नमुनापत्र क्रमांक	शिट नंबर	प्लॉट नंबर	अंत चौ.ने.	धारणाधिकार
५४२८	५४२८		७२७८.४	C

[रू. ४०२ रु. ५०४ रु. २-२००६
[ला.२-८-६७ रु. १-२-२००६
र. क्र. ७७, ७७२-०० (आ.नं.)
दि. १-८-२००६ ते २१-७-२००६



सृष्टिधारिका	
इच्छायातून मुक्त भारत वर्ष १९६८	मेसर्स भारत रॉडस्टर्स कंपनी
प्लॉट	
क्षेत्र भाग	
क्षेत्र नं.	



दिनांक	व्यवहार	हस्ताक्षर	पुरुषोत्तम घोरज (धा) मुंबई नगर (मह)	साक्षात्करण
०९/०२/२००६	ह. वि. अ. वि. नं. ३. अधीन अधिकांकृत के ए. वि. सी. / एन. एन. सी. ४८९७ दि. २०/२२/०६ प्रमाणे मुद्रितवालेची / वि. नं. सारा नं. वेतली ५४२८, ५४२९, ५४३०, ५४३१ अ. म. न.			पत्र- ०९/०२/२००६ न.पू.अ.बांद्रा
२७/०२/२००६	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा अधिकांकृत अधिकांकृत के ए. वि. सी. ३. अ. वि. नं. ३. अधीन अधिकांकृत के ए. वि. सी. ४८९७ दि. २०/२२/०६ प्रमाणे मुद्रितवालेची / वि. नं. सारा नं. वेतली ५४२८, ५४२९, ५४३०, ५४३१ अ. म. न. सातपुडा तालुका मुंबई उपनगर जिल्हा अधिकांकृत अधिकांकृत के ए. वि. सी. ३. अ. वि. नं. ३. अधीन अधिकांकृत के ए. वि. सी. ४८९७ दि. २०/२२/०६ प्रमाणे मुद्रितवालेची / वि. नं. सारा नं. वेतली ५४२८, ५४२९, ५४३०, ५४३१ अ. म. न. सातपुडा तालुका मुंबई उपनगर जिल्हा अधिकांकृत अधिकांकृत के ए. वि. सी. ३. अ. वि. नं. ३. अधीन अधिकांकृत के ए. वि. सी. ४८९७ दि. २०/२२/०६ प्रमाणे मुद्रितवालेची / वि. नं. सारा नं. वेतली ५४२८, ५४२९, ५४३०, ५४३१ अ. म. न.			नं. सारा नं. १०० पत्र- २७/०२/२००६ न.पू.अ.बांद्रा

तातुका/न.भू.पा.का. - न.भू.अ.बांद्रा
 तालुका/न.भू.पा.का. - मुंबई उपनगर जिल्हा

नकद अर्थ नं. २८६८
 नकद अर्थ दि. २३/३/०५
 नकद बदल दि. २३/३/०५
 नकद शिफारशी दि.
 शिफारशी कर : - २२३/३/०५
 शिफारशी : -

नकद अर्थ नं. २८६८
 नकद अर्थ दि. २३/३/०५
 नकद बदल दि. २३/३/०५
 नकद शिफारशी दि.
 शिफारशी कर : - २२३/३/०५
 शिफारशी : -

खरी प्रत
 दि. २३/३/०६
 शिफारशी कर : - २२३/३/०५

मालमत्ता पत्रक

दर १/
७०५७/५२
२००५



विभाग/नाम - कोलेकल्याण

नाम/नाम भू.मा.का. - न.भू.अ.बांद्रा

नगर/ग्रामांत घटनांक स्थान नगर स्थान पो.सं. धारणाधिकार शासनाच्या दिरक्या अखत्यारिया विख्या विख्या शासनाच्या तपशील आणि त्याचकरिता (सर्वसंगी) (सर्वसंगी) (सर्वसंगी)

५४२४/२ ५४२४/२ ६७.८ चौ.फि. (७३.५ चौ.फि.) C-11 न.भू.अ.५४२८ प्रमाणे

सुविधा/विवरण
 हक्कधर्या मूळ भारत (मुलां मिळकतीचे विवरण)
 वर्ष १९६८
 पत्रेदार
 हार मार

होरे (मिससे भारत रेडोप्टर्स प्रॉमप्टंट लिमिटेड)

दिनांक	व्यवहार	तह घटनांक	पुणे/सांद्र (घो) मुंबई/वि. विख्या मार (ना)	साक्षात्कृत
०३/०२/१९८४	वि.श्री.सारा/मुदतवह न.भू.अ.५४२८ प्रमाणे			जो.
१५/०२/२००२	मा.अ.भू.अ. मुंबई पोचे कडून आदेशा के न.भू.अ.५४२८ नं. १२२४/०२ दि. २५/१२/०२ चे आदेशाने नगर भूमापन कोलेकल्याण मुलां मिळकतीचे विवरण व आर हक्कधर्या असतेचे धो. भारत रेडोप्टर्स प्रॉमप्टंट लिमिटेड कंपनी नवी कमी केली			<p>वे.सारा.न. ६८ प्रमाणे जो. १५/१२/२००२ न.भू.अ.बांद्रा.</p>
१५/०३/२००२	मु.अ.भू.अ. पोचे कडून आदेशा के न.भू.अ.५४२८ नं. १२२४/०२ चे नवी दायजून केली		<p>धा. मिससे भारत रेडोप्टर्स प्रॉ. लिमिटेड</p>	<p>वे.सारा.न. ६८ प्रमाणे जो. १५/१२/२००२ न.भू.अ.बांद्रा.</p>

मालमत्ता कर नगरात असे नगरपालिका - न.भू.अ.बांद्रा मुंबई उपनगर जिल्हा

नकदम अचं नं. २०६६
 नवी दायज नं. २३१३१०५
 नकदम नं. २३१३१०५
 नकदम नं. २३१३१०५
 तयार करवासा :- १५०७/२००५
 बदाबधारा :-

नकदमा बदाबधारा :-
 नोरी ३
 गनकल शुल्क ६०००
 कागद शुल्क २००
 पुर्णांक शुल्क ६२००
 एकुल शुल्क

द्वारा प्रत
 श्री. शिवा
 नगर भूमापन अधिकारी, बांद्रा.

मालमत्ता पत्रक

बदर-१/
१०५७ | ५८
२००५ जिल्हा -

विभाग/मौजे - कोलेकल्याण

तानुका/न.भू.मा.फा. - न.भू.अ.बांद्रा

नगर भूमापन प्रमाणिक प्लॉट नंबर प्लॉट नंबर क्षेत्र चो.नं. धारणाधर

सातारा जिल्हा न्यायदफ्तेचा न्यायालय तामशोल अग्नि

५४२० ५४२०

sq. yds.
[१६६.२/९]
[१२९.० चौ.मि.]
४२४.७३

C
(Agri)

न.भू.क्र.५४



सुविधासंज्ञक

व्यवसाय मूळ धारण धर्म (Agricultural.)

पड्या

हजार भार

४११ शेंद्रे

दिनांक	व्यवहार	व्यवहार	नवीन घटक/घोषणा (५) क्रियासूच (५)	साक्षात्करण
२२/०५/१९६२	धा.स.क्र. १९५६ चा बदल मागचे न्यायदफ्तेत म.रा.स.क्र. १९५८ अंमलबजावणी करणानुसार ज.भा.स.क्र. १९६० न्यायदफ्तेत न्यायदफ्तेत अंमलबजावणी करून घेतले			घोषणा- २२/०५/१९६२ वि.नि.भू.अ.(९)क
०७/०६/१९६३ 12/07/63	वि.सो.सारा/ मुदतवाढ न.भू.क्र. ५४२० प्रमाणे			घोषणा- ०७/०७/१९६३ न.भू.अ.बांद्रा
३१/०८/२००२	मा.अ.प्यार जिल्हा उप नित्काधिकारी उ.अ.देवी चौबेकरांनी दिनांकीत आदेश क्रमांक A.D.D. 2242/0-0093 दि २४/०८/०२ अन्वये नोंद घेतली	ख.सु. मा.न्यायदफ्तेत अज्ञेय क्र.न.भू.अ. बांद्रा को.क्र. न.भू.क्र. ५४२०/२००२ दि २६/०८/२००२	मेसजे भारत रेंटिपट मे प्रा.लि.	के.अ.स.क्र. ८९ उपा. घोषणा- ३१/०८/२००२ स.भू.अ.बांद्रा
२३/०९/२००२	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा चौबेकरांनी दिनांकीत आदेश क्र.सो/उ.अ.दे. - ६ सो/एन.एन.दि/२३/०९/०२ अन्वये दिनांक २५/०९/२००२ अन्वये दिनांकीत आदेश क्र.सो/उ.अ.दे. (न.भू.क्र. ५४२० प्रमाणे).			के.अ.स.क्र. ९० उपा. घोषणा- घोषणा-
०४/०८/२००४	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा चौबेकरांनी क्रमांक सो.न.भू.अ. दे. एस.आर. २०५० दिनांक २०/०८/२००४ चे आदेशान्वये न.भू.क्र. ५४२० या मालमत्ताचे १२९.०० चौ.मी. क्षेत्रात ऐवजी क्षेत्र दुकळतांने ४२४.७३ चौ.मी. क्षेत्र दाखल केले.			के.अ.स.क्र. ९०६ उपा. घोषणा- ०४/०८/२००४ न.भू.अ.बांद्रा



बारी प्रत

३१-८१०
बदर भूमापन अधिकारी बांद्रा.

बदर-१/
10046 ul
२००५

मालमत्ता पत्रक

न.भू.अ.बा. - न.भू.अ.बा.दा

जिल्हा -

भाग/मौजे - कोलेकल्याण

नगर नुमावण क्रमांक	सिद्ध नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणा क्रमांक	शासनला दिलेल्या तपशील आणि त्याची नोंद	मूबई उपनगर जिल्हा
५४३०	५४३०					न.भू.अ.बा.दा मूबई उपनगर जिल्हा
समासर्ग करणारा -				दरि गणना -		



नक्का नंबर २०६८
१३ दि. २३/३/०५
४३ तयार दि. २३/३/०५
४३ दि. २३/३/०५
कार करणारा :- २३/३/०५
समासर्ग :-

नक्केचा प्रकार कि.प.
नोदी ६
नक्का शुल्क १२०-०
कागद शुल्क ४०
पुर्णांक शुल्क १२४-०
एकूण शुल्क



बदर-१/
10046 | ६१
२००५

मालमत्ता पत्रक

विभाग/मोने - कॉलेकल्याण

जालुका/न.भू.मा.का. - न.भू.म.बांद्रा

जिल्हा

नगर सुमोचन प्रमाणक	सिट नंबर	सिट नंबर	अंत	धारणाधिकार	शासनालय दिरंगम, म.वि.प. (गंधी यांच्या मातृमठ) तामशुल मारिण
५४२६क			चौ.मौ. २६०.५	C	



सुट्ट्याधिकार	
उपचारा मूळ धारक	
वर्ग	
प्रकार	
कार भार	
कार शी	

तारीख	प्रकार	सुट्ट प्रमाणक	नवीन धारक (धो) नुईदार (चौ) किल्ला नगर (मठ)	साक्षात्करण
०४/०४/२००२	अर्ज नवाब मूळ अर्जिलेखानात नमना, कमीग्यास्त पत्रक रत्यादी अर्जिलेखानात न.भू.क.५४२६कचौ २६०.५ चौ.मौ.कोकची चौकरीवेची उपचरणात न अर्जिलेखानात मिळकत प्रजाचा उपचरुन त्यावर सत्ता प्रकार व धारकाचौ नुई दाखल केला		(धारक) [श्रीम. रमती अक्षयकुमार गोधी] [श्री. अतुल अक्षयकुमार गोधी] [श्री. अंकुश अक्षयकुमार गोधी] [श्रीम. प्रताप अक्षय] [श्री. सौम्य अक्षयकुमार गोधी] [श्री. सुदीप अक्षयकुमार गोधी]	धो- ०४/०४/२००२ न. भू. म. बांद्रा
०४/०४/२००२	अर्ज नवाब नोंदणीकृत खारेदीकत रु. बदर २६०.५ चौ.मौ. कोकची चौकरीवेची खारेदीने, भारत रीटिष्टर्स चे नुई दाखल केल्या मूळ धारकाचौ नुई दाखल केला		धारक [श्री. अक्षय अक्षयकुमार गोधी]	धो- ०४/०४/२००२ न. भू. म. बांद्रा



साक्षात्करण करणारा - न. भू. म. बांद्रा
मुंबई उपनगर जिल्हा

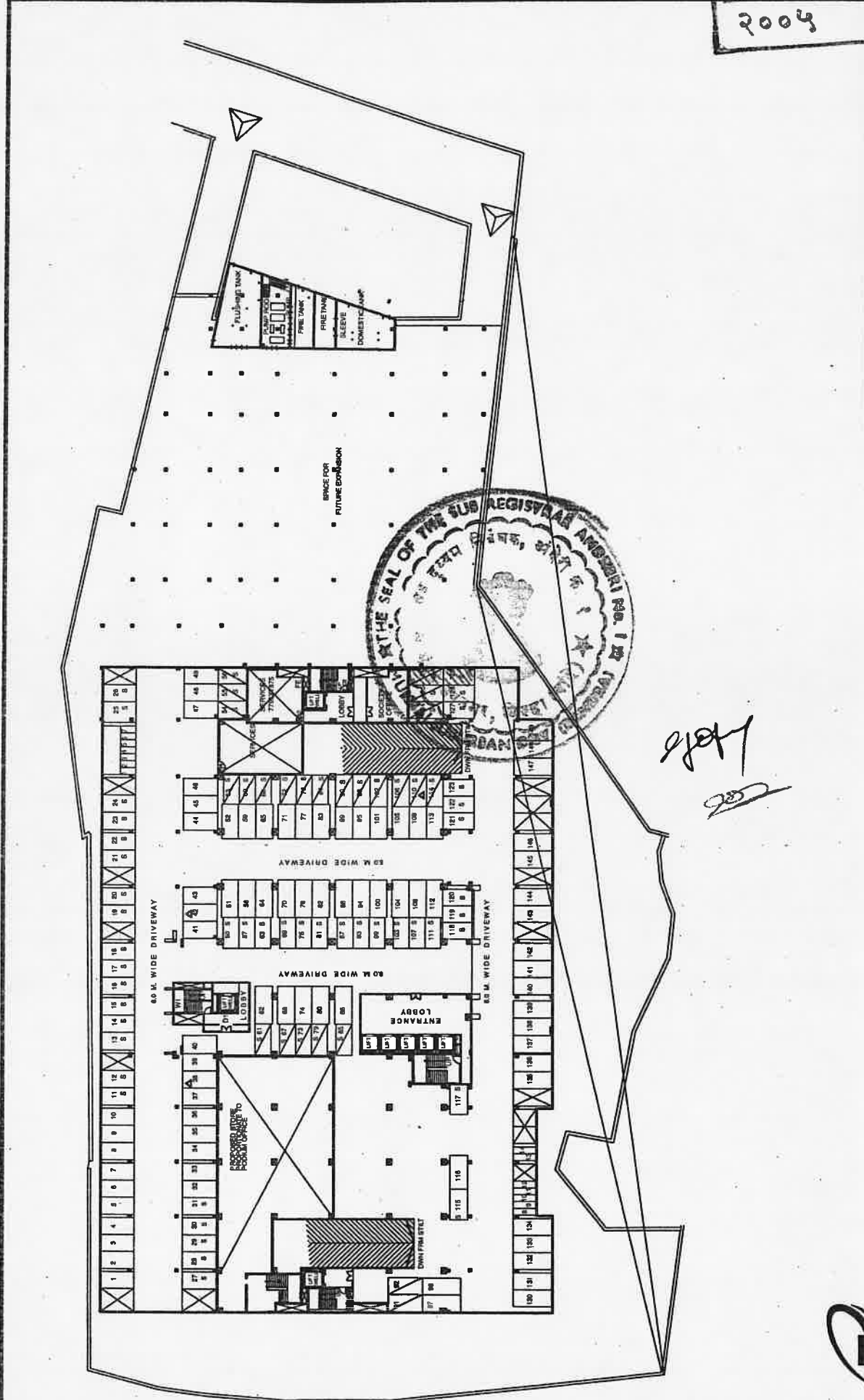
वसुधैव कुटुम्बकम्
सर्वे भद्राणि कुर्यात्
नमो भगवते वासुदेवाय
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नमो भगवते वासुदेवाय

१/३/११

वदर-१/
 १००५६ ६१
 २००५

DEVELOPERS
 EMGEEN HOLDINGS
 PVT. LTD. MUMBAI

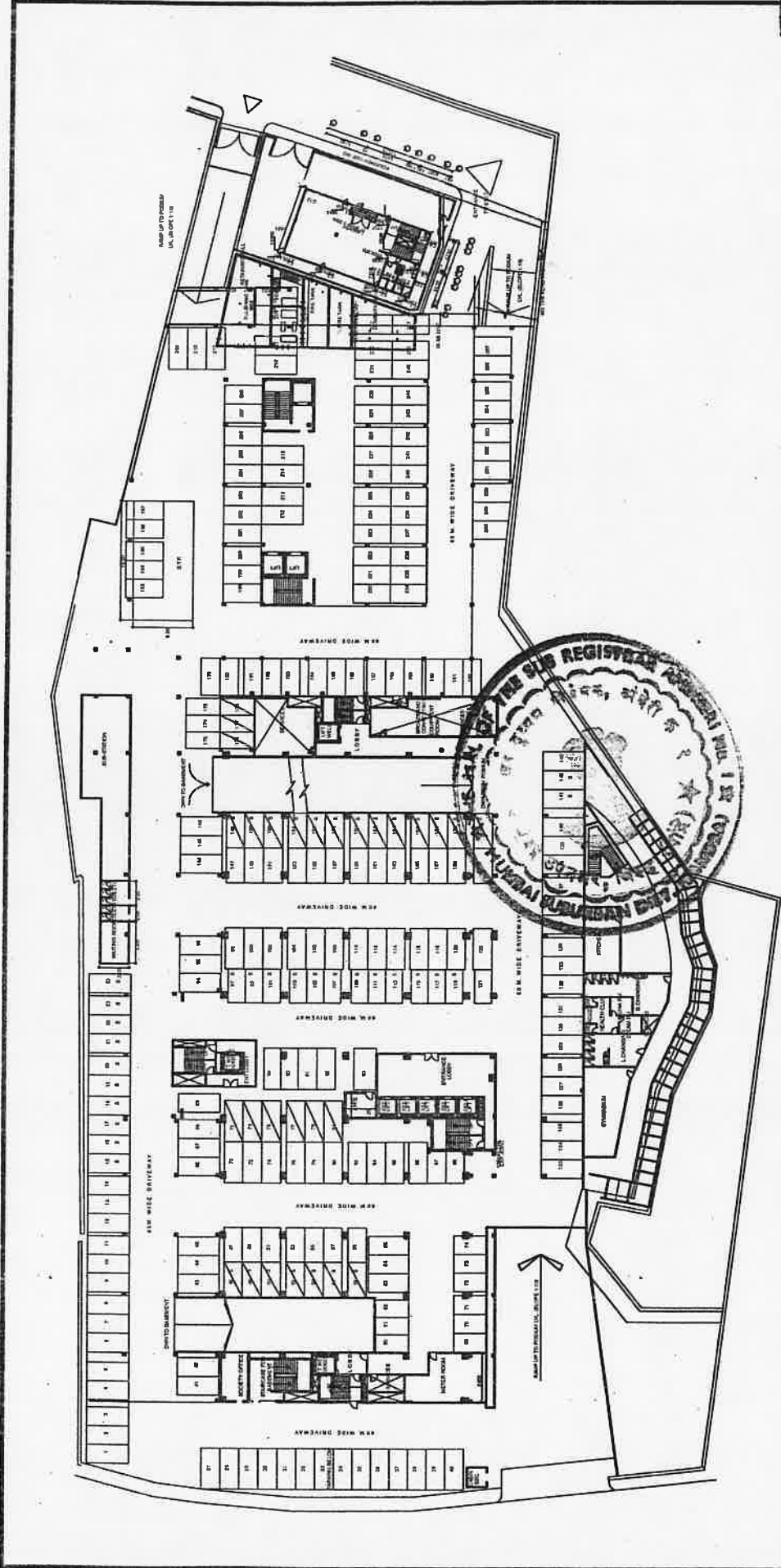
ARCHITECTS
 HAFEZ CONTRACTOR



BASEMENT FLOOR PLAN



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 ८००५६/१२
 १००५३



ARCHITECTS
 HAFEEZ CONTRACTOR

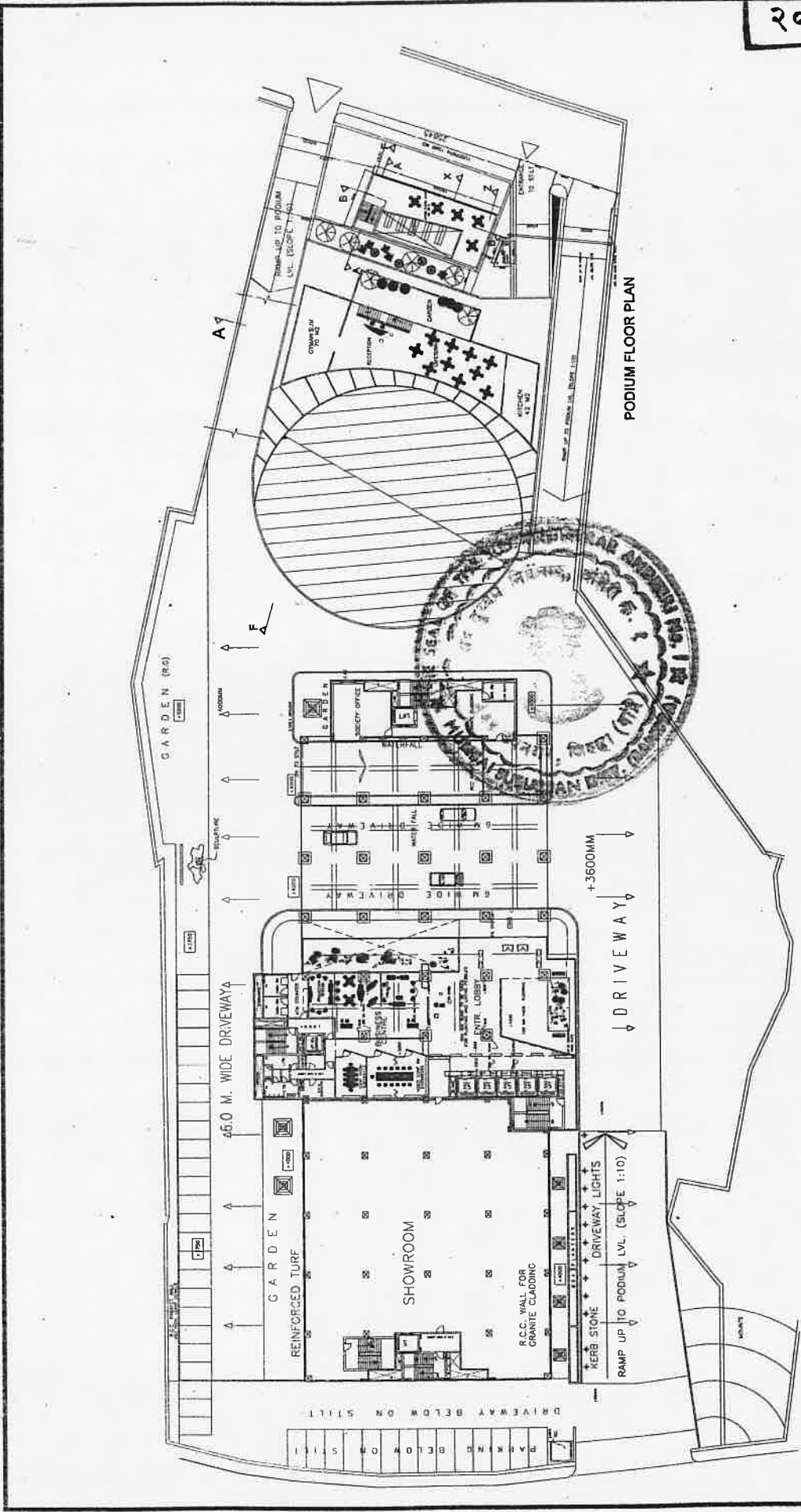
DEVELOPERS
 EMGEEN HOLDINGS
 PVT. LTD. MUMBAI



STILT FLOOR PLAN



बदर-१/
 10/11/06 | 83
 २००५

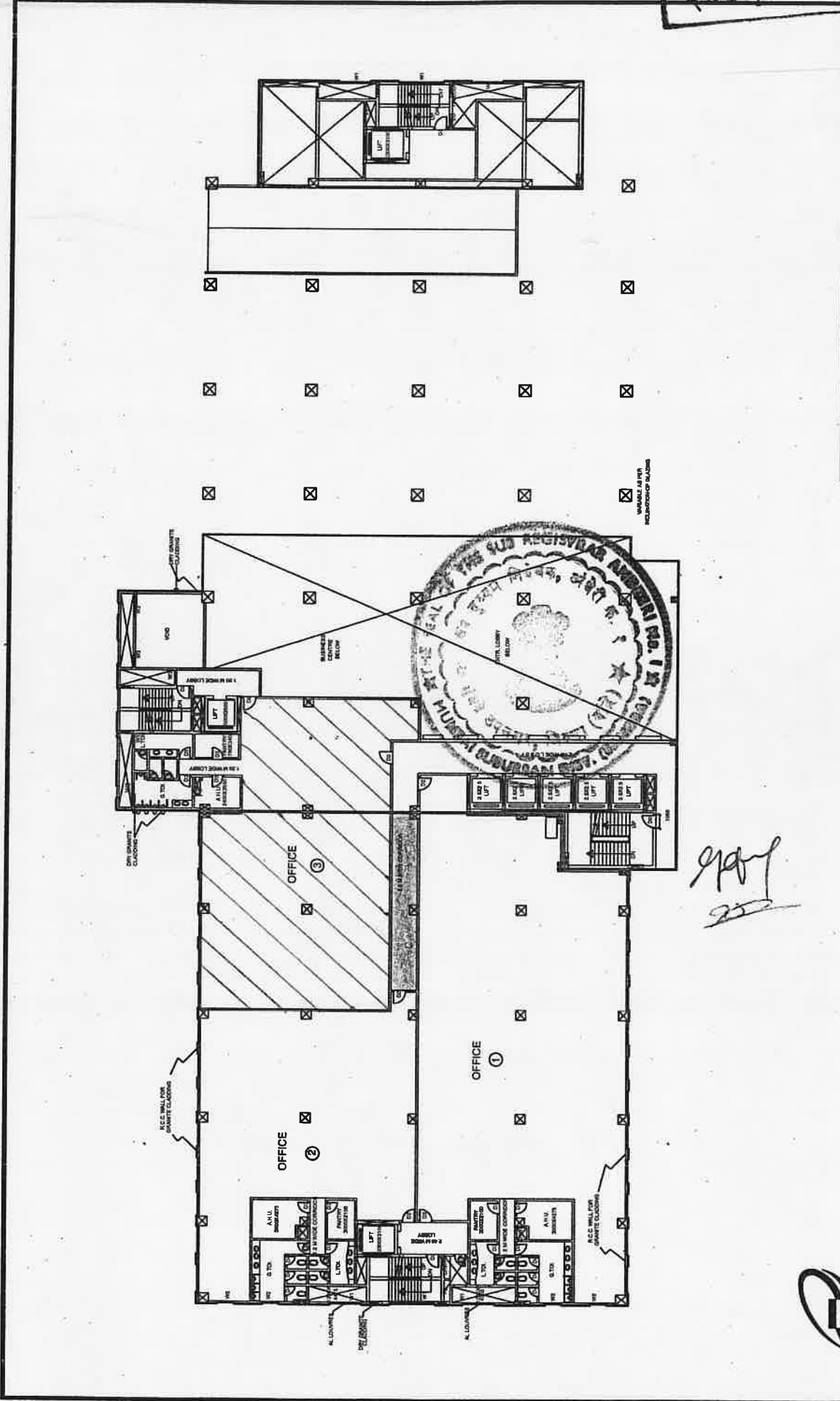


DEVELOPERS EMGEEN HOLDINGS PVT. LTD. MUMBAI	ARCHITECTS HAFEZ CONTRACTOR
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PODIUM FLOOR PLAN



दर १/
 १०५६/१०
 २००५



DEVELOPERS	ARCHITECTS
EMGEEN HOLDINGS PVT. LTD. MUMBAI	HAFEZ CONTRACTOR

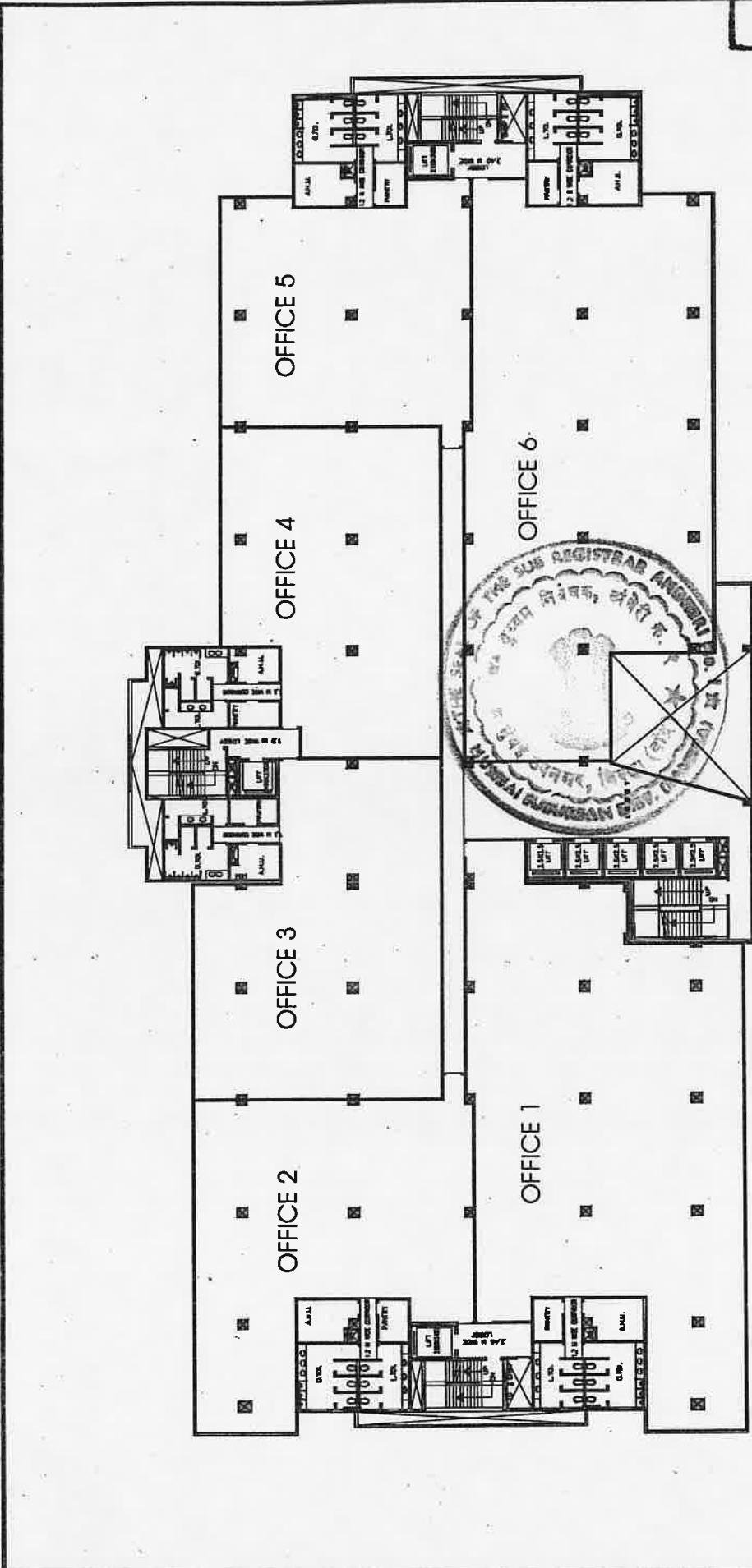


FIRST & SECOND FLOOR PLAN



Handwritten signature and initials.

दर-१/
Boyle Jay
२००५



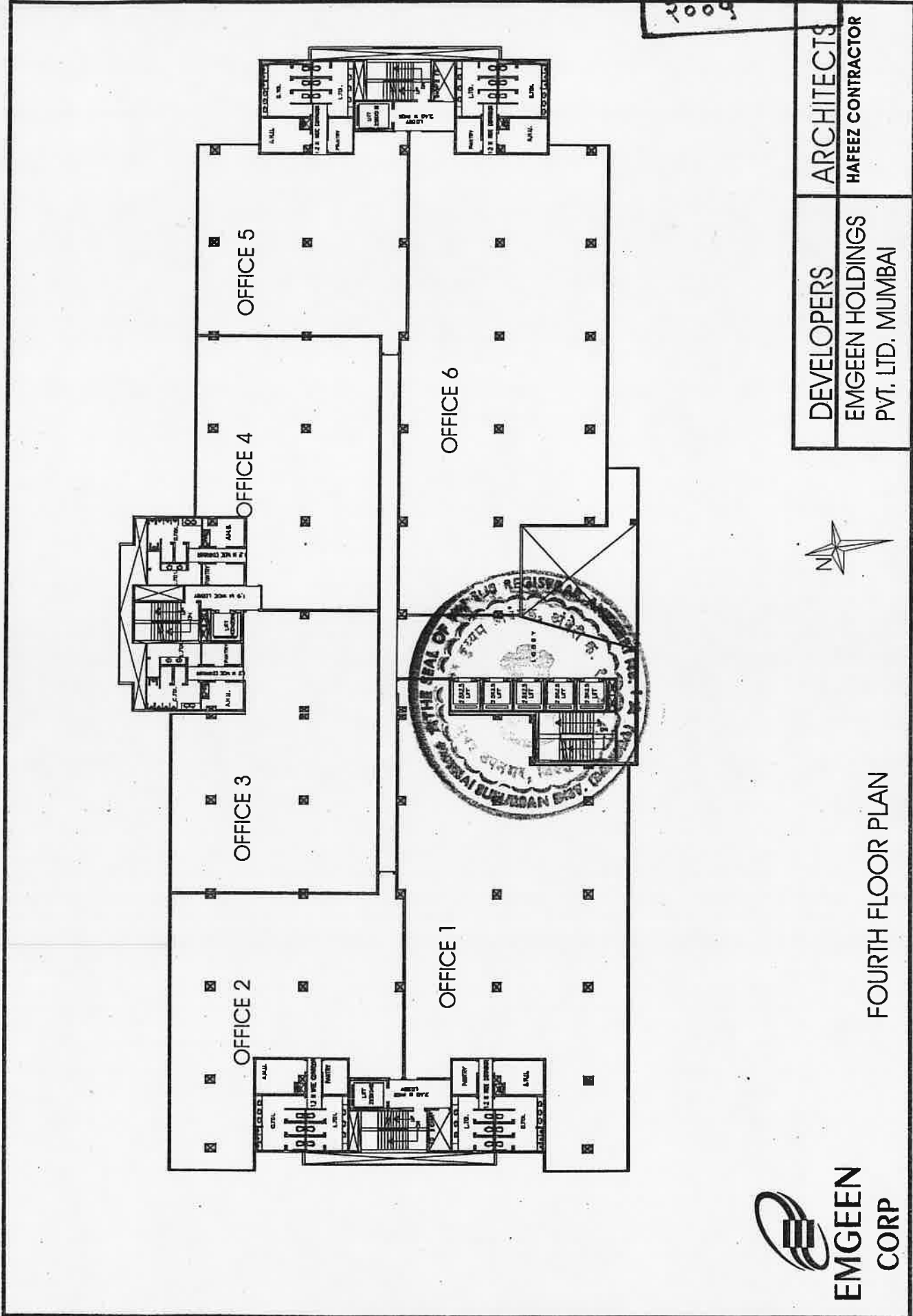
DEVELOPERS	ARCHITECTS
EMGEEN HOLDINGS PVT. LTD. MUMBAI	HAFEEZ CONTRACTOR



THIRD FLOOR PLAN



दर-१/
6046/१२
२००९



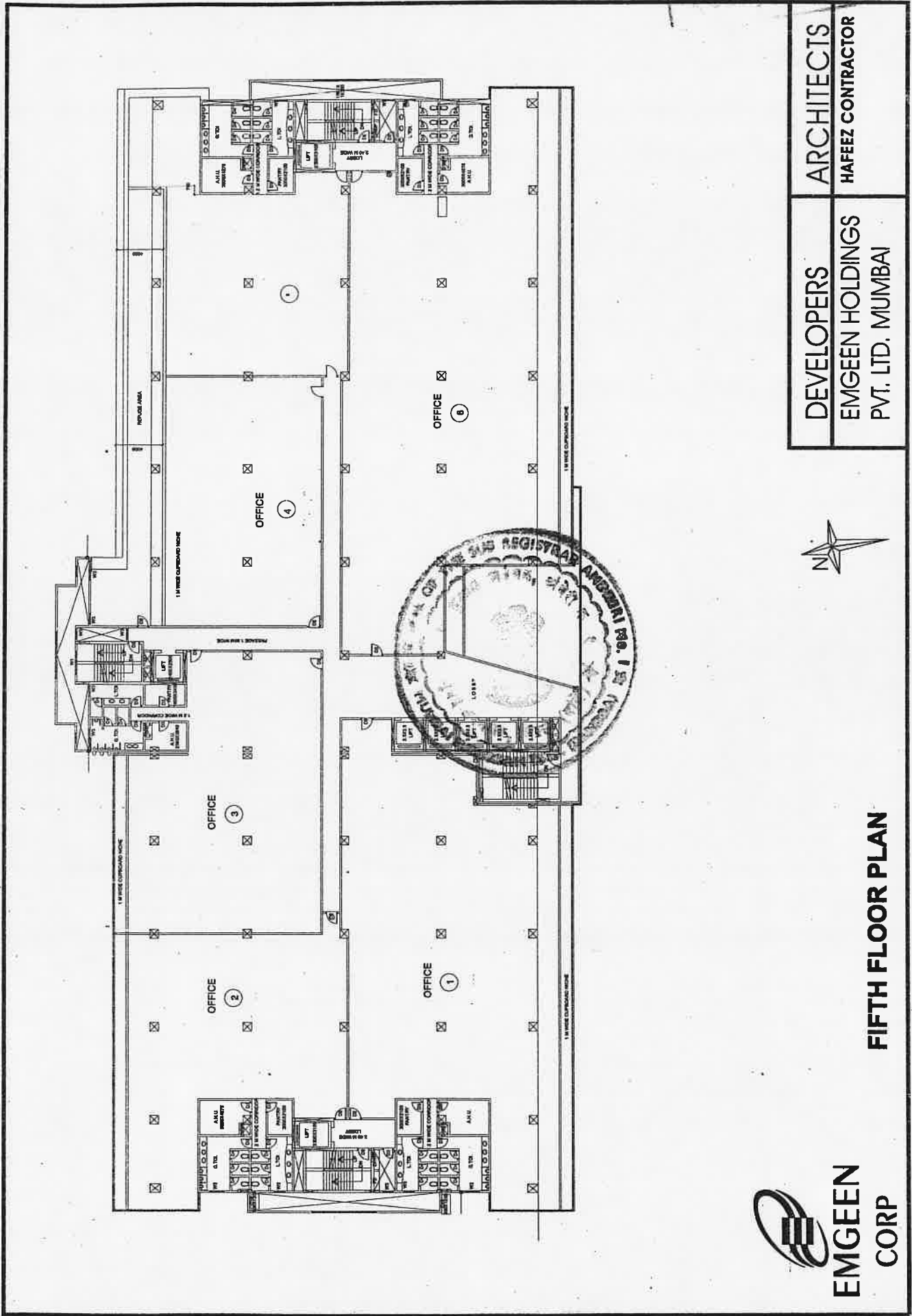
DEVELOPERS EMGEEN HOLDINGS PVT. LTD. MUMBAI	ARCHITECTS HAFEZ CONTRACTOR
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FOURTH FLOOR PLAN



6046 210

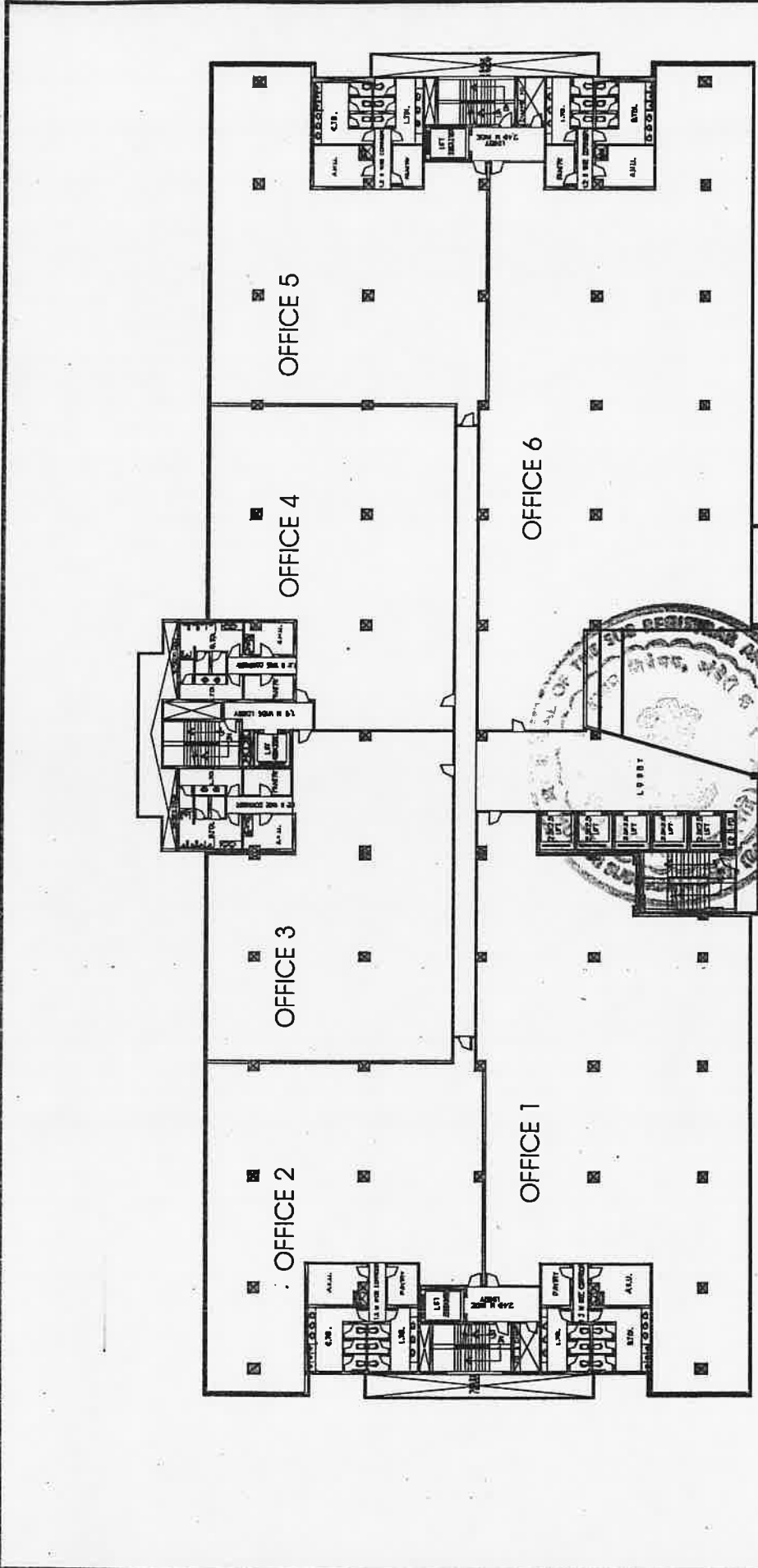


FIFTH FLOOR PLAN

DEVELOPERS
EMGEEN HOLDINGS
PVT. LTD. MUMBAI

ARCHITECTS
HAFEZ CONTRACTOR

बदर-१/
12040/4
२००९



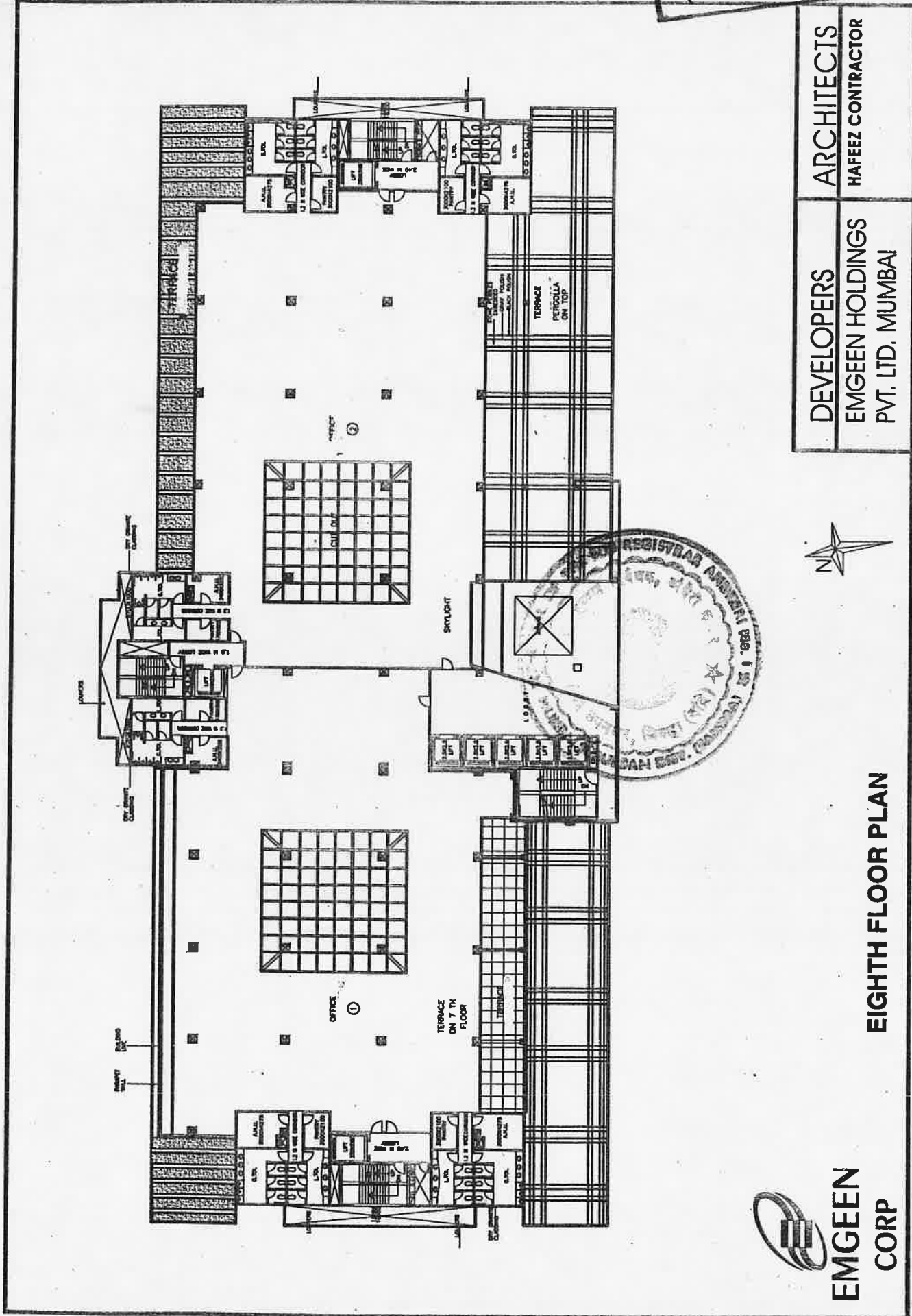
DEVELOPERS	ARCHITECTS
EMGEEN HOLDINGS PVT. LTD. MUMBAI	HAFEZ CONTRACTOR



SIXTH FLOOR PLAN



दर # 1
6046/60
2009

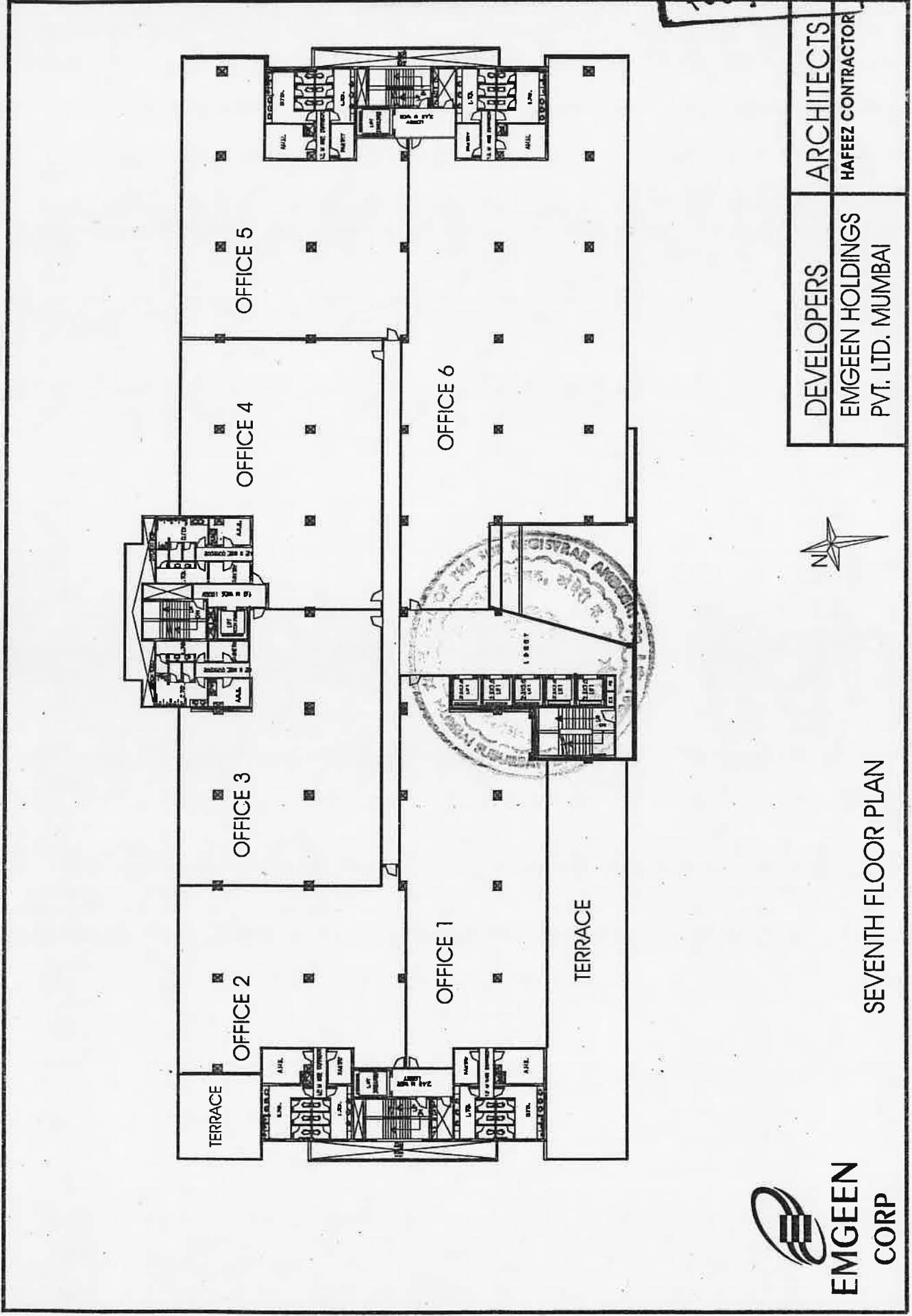


DEVELOPERS	ARCHITECTS
EMGEEN HOLDINGS PVT. LTD. MUMBAI	HAFEZ CONTRACTOR



EIGHTH FLOOR PLAN

2004
2004
1604/6
2004

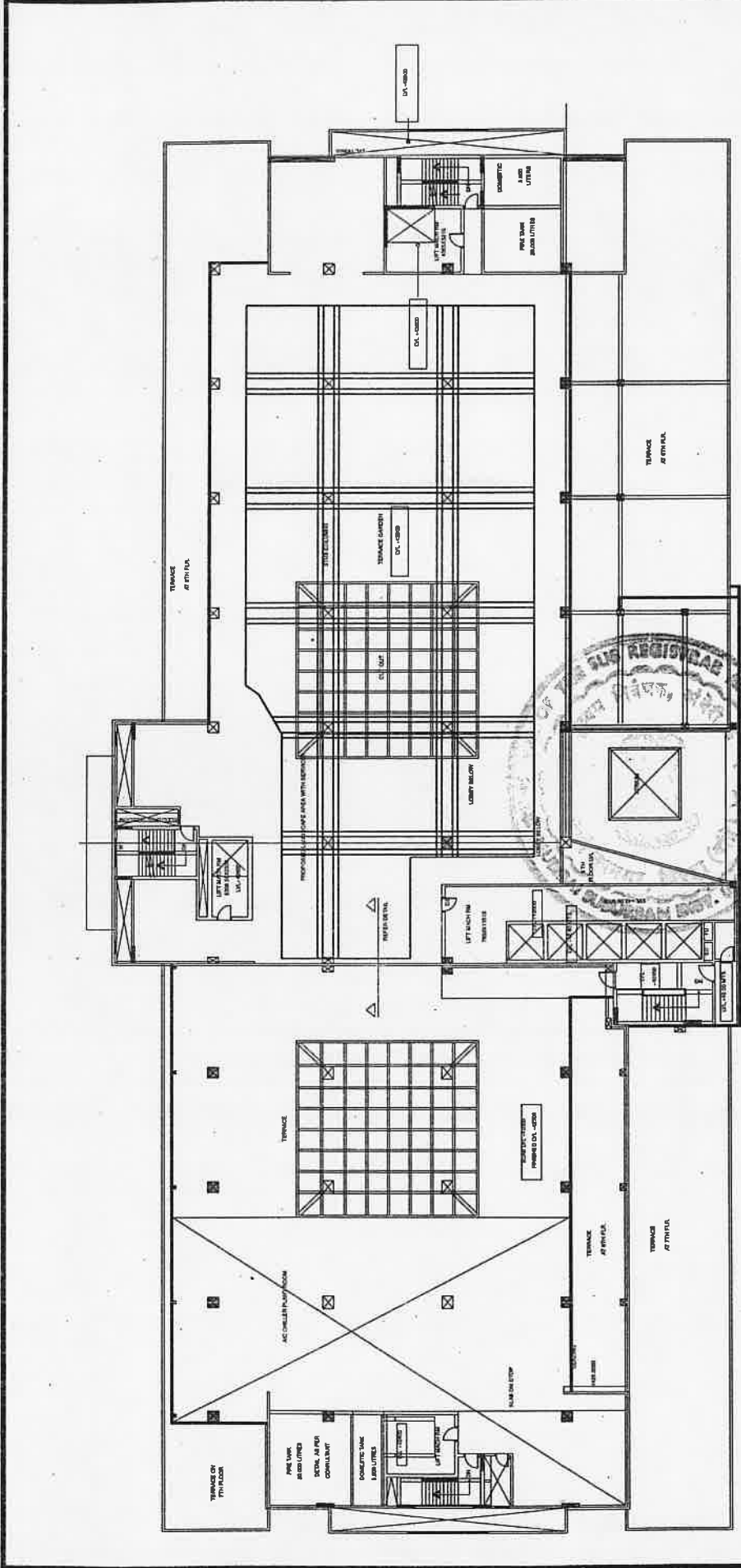


SEVENTH FLOOR PLAN

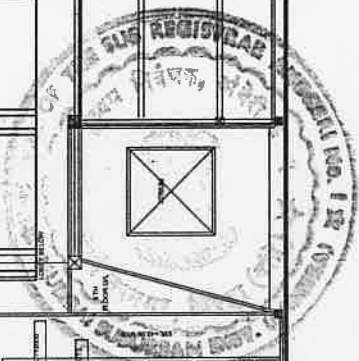


DEVELOPERS	ARCHITECTS
EMGEEN HOLDINGS PVT. LTD. MUMBAI	HAFEEZ CONTRACTOR

100/10/10
2009



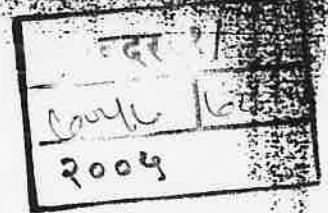
DEVELOPERS	ARCHITECTS
EMGEEN HOLDINGS PVT. LTD. MUMBAI	HAFEEZ CONTRACTOR



TERRACE FLOOR PLAN



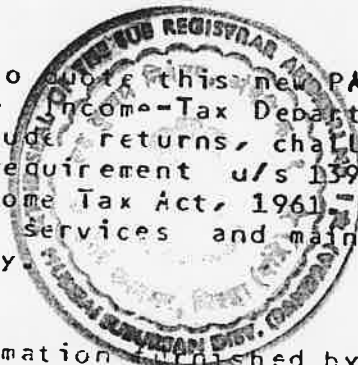
REGIONAL COMPUTER CENTRE
INCOME-TAX DEPARTMENT
C-13, PRATYAKSHA KAR BHAVAN
BANDRA-KURLA COMPLEX
BANDRA (EAST), MUMBAI - 400051



Ref 126909 / 7

Dear Sir/Madam,

1. Thank you for helping us in our efforts to allot a new Permanent Account Number (PAN) to our assesseees.
2. Your new Permanent Account Number (PAN) is AAACE1516E.
3. This new PAN supercedes any PAN/GIR Number allotted to you earlier.
4. Please note that you are required to quote this new PAN in all future correspondence with the Income-Tax Department and on all tax documents which include returns, challans, appeals etc. This is a mandatory requirement u/s 139A(5) read with u/s 272(d) of the Income Tax Act, 1961. This would help us to improve customer services and maintain your accounts and records accurately.
5. In event of any change in the information furnished by you in your application form for allotment of PAN, please inform your Assessing Officer so that we can keep your records current.
6. Your laminated PAN card is under preparation. The PAN card distribution will be done lot wise. Your lot number is 10231e will get in touch with you when it is ready for delivery.




Yours faithfully,

(D.P. PANT)
COMMISSIONER OF INCOME-TAX
(COMPUTER OPERATIONS)

Dated 10-DEC-96

M/S ENGLIN HOLDINGS PVT LTD
ENGLIN HOLDINGS PVT LTD
12 1ST FLOOR
DWARAKA
57 TACONE ROAD
SANTACRUZ W
BOMBAY
MAHARASHTRA - 400054

दर १/
6016 63
२००५

व्याज सेवा संख्या	PERMANENT ACCOUNT NUMBER	
	AAAF0755A	
कॉर्पोरेशन का नाम	CRESCENT CHEMICALS	
निर्माण/संस्थापना की तिथि	DATE OF INCORPORATION/FORMATION	
10-04-1985		
	<i>R. Singh</i> सहायक निदेशक (प्रणाली) DIRECTOR OF INCOME TAX (SYSTEMS)	



भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

B 065587

30 JUN 2005

क्रमांक 229

प्रधान सहायक कार्यालय, मुंबई
बांद्रा विस्तारित विली कल बांद्रा

दिनांक

अवेधी/धी/धीमती Crescent Chemicals

यांना न्यायेत्तर मुद्रांक
या विकला.

३०-६/२००५
6046 | 60
२००५



[Handwritten signature]

[Handwritten signature]

पावती क्र.

30 100/-

नोंदणी ३९ म
Regn. 39 m

दस्तऐवजाचा/अर्जाचा अनुक्रमांक १००४/०२

दिनांक १७/०२ सन १९

बंदर-१/

दस्तऐवजाचा प्रकार-

मुक्तावनांभा

सादर करणाराचे नाव-

श्री गोपाळ एमव

खालीलप्रमाणे फी मिळवी

FOR EMGEEN HOLDINGS PVT. LTD.

नोंदणी फी

नक्कल फी (फोलिओ)

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा ज्ञापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

श्रमणित नकला (कलम ५७) (फोलिओ)

इतर फी (मागील पानावरील) बाव क्र.

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..
..
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Chairman / Director

बंदर-१/	
७०५७	७५
२००५	
ह.	वे.
५	०
एकूण	५-०



दस्तऐवज

नक्कल

एकूण

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा.

सादरकर्ता

सह दुय्यम निबंधक बंदर-६,
मुंबई उपनगर जिबहा मुंबई (वांद्रे)



क्रमांक... ५७२१०
 श्री. श्रीमत्...
 ३५/९, ...
 नभित्तवा...
 श्री/श्रीमती... **Gopal Narang**
 गांना स्वार्थी...

दिनांक... २४ APR २००२

बदर-१/
 १०५६१०६०
 २००५



TO ALL TO WHOM THESE PRESENTS SHALL COME **GOPAL M. NARANG** a Director of Emgeen Holdings Private Limited a Company incorporated under the Companies Act I of 1956 having its Registered Office at "Dwarka", 57 Tagore Road, Santacruz (West), Mumbai-400 084 (hereinafter referred to as "the Company") SEND GREETINGS:

WHEREAS:-

- (a) By and under 6 separate Development Agreements executed by the respective Owner in favour of the Company, the Company has acquired development rights, in respect of pieces / parcels of land situated at Village Kole-Kalyan, Taluka Andheri, situated off C.S.T. Road, Santacruz (East), Mumbai, which said pieces or parcels of land are more particularly described Firstly and Second in the Schedule hereunder written.

INDIA
 00047
 27 2002
 MAHARASHTRA
 DEPUTY SUPERINTENDENT OF STAMPS
 BANDA.
 110879738113

RS. 100/- ONE HUNDRED ONLY

बदर-१/	
60416	106
२००५	

(b) I, as the Director of the Company, may be required to sign writings, deeds and documents and/or undertakings in respect of immovable properties described in the Schedule hereunder written which said writings, Deeds, documents and/or undertakings may be required to be registered with the Sub-Registrar of Assurances;

(c) It may not be possible for me from time to time and at all times to personally appear before the Sub-Registrar of Assurances for registering such writings, deeds, documents and/or undertakings and in the circumstances I am desirous of appointing the undermentioned persons as my true and lawful Attorneys to represent me for the purposes hereunder set out.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that I, Gopal M. Narang do hereby nominate, constitute, and appoint (1) Mr. Arun Karkera and (2) Mr. Suresh Shettigar jointly and each of them severally to be my true and lawful Attorneys, for me, in my name and on my behalf to do the under mentioned acts, deeds, matters and things: -

To present for registration, and also as necessary, to admit execution before the Sub-Registrar of Assurances at Mumbai and/or at Bandra and/or at any other place as may be required of the writings, deeds, documents and/or undertakings which I have or which I may hereafter execute in respect of the immovable properties described in the Schedule hereunder written or any part or parts thereof.

To identify my signature.

3. To do all other acts, matters and things as may from time to time be required under the provisions of the Indian Registration Act, 1908 for the due registration of such deeds and documents.

AND GENERALLY to do all other acts, matters and things as may from time to time be required, in compliance with the law for the due registration of such writings / documents as have already been executed, or which may hereafter be executed by me.

IN WITNESS WHEREOF, I have hereunto set my hand at Mumbai the 7th day of JULY 2002.

THE SCHEDULE ABOVE REFERRED TO:

FIRST: The composite piece of land admeasuring 3748.90 sq. metres or thereabouts made up of the lands bearing C.T.S.Nos.5436/B, 5437-A and 5433-C1, of Village Kole - Kalyan, Taluka, Andheri, B.S.D. which said composite piece of land abuts on D.P. Road, Off C.S.T. Road (Vidyanagari Marg), Kalina, Santacruz (East), assessed by the Brihanmumbai Municipal Corporation under H/East Ward



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60410	60
City and Mumbai	

situated in the Registration Sub-District and District of Mumbai Suburban, within Greater Mumbai.

SECOND: ALL THOSE pieces or parcels of land or ground bearing totally admeasuring 8312.10 sq. metres or thereabouts, bearing CTS Nos.5428, 5430, 5436-C, 5429/1 and 5429/2 of Village Kole Kalyan, Taluka Andheri BSD, which said composite piece of land is situated off CST Road (Vidyanagari Marg) off a D.P. Road, (with a 20 feet wide access thereto) Kalina, Santacruz (East), assessed by the Brihanmumbai Municipal Corporation (BMC) under H/E Ward in the registration sub-district and district of Mumbai City and Mumbai Suburban, within Greater Mumbai.

SIGNED AND DELIVERED by the)
 Withinnamed Mr. GOPAL M. NARANG)
 Director of Emgeen Holdings Private)
 Limited in the presence of)

For EMGEEN HOLDINGS PVT. LTD.

Gopal M. Narang
 Chairman / Director

MR UMESH D LAD
 12 NEEL SHANTINIKETAN,
 KALINA, SANTACRUZ (E),
 MUMBAI - 400 098.

Mr BABU KAMBLE
 Room No 13, INDIRA NAGAR,
 OPP. GURUNANAK HOSPITAL
 BANDRA (E), MUMBAI - 400 051

B. Kamble



शुक्रवार १०/०२
१००८/०२

१) एगोपेरि... my



General Power of Attorney has been Executed
 By (1) Mr./Mrs. Jugal. M.L. Narang
 Aged 38 Years
 Occupation Business Residing at Durenka 57 Tugere Rd
 in my presence I Santana (w) Mumbai-400054 Director
 Their identity is Proved by Housing Pvt Ltd
 (1) Mr. Umesh Kaul Rd 11/2 Neel Shanti Nigat
 (2) Mr. Babu Kumbale Room NO 13 Tugere Rd
 To my satisfaction Bandra (C) Mumbai-5
 Authentication Fee of Rs. 5/- Received

Joint Sub-Registrar
 An. heri. Mumbai Sub.-Dist.

Note -
 There is no restriction in this General Power of Attorney.



Date 9/3/02

Handwritten signatures and initials



बंदर-१/०
 १०५६
 २००५



वदर1

दस्त क्र 7057/2005

30/06/2005

दुय्यम निबंधकः







दस्त गोषवारा भाग-1

12:48:12 pm

अंधेरी 1 (बांद्रा)

दस्त क्रमांक : 7057/2005

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नावः मे. क्रिसेट केमिकल्स तर्फे भागीदार जी. डी. शाह</p> <p>पत्ता: घर/फ्लॅट नं: 56-बी, बिल्डींग क्र 5, मित्तल इस्टेट, अंधेरी कुर्ला रोड, मरोळ अंधेरी (पू) मुं 59</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p>	<p>लिहून घेणार</p> <p>वय 66</p> <p>सही</p> 		
2	<p>नावः मे. एमजिन होल्डींग प्रा लि तर्फे संचालक गोपाल एम नारंग तर्फे मुखत्यार सुरेश शेटीगर - -</p> <p>पत्ता: घर/फ्लॅट नं: व्दारका, 57 टागोर रोड, सांताक्रूझ (प) मुं 54</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमार</p>	<p>लिहून देणार</p> <p>वय 33</p> <p>सही</p> 		

वदर-1/
6056 | 19
2004





दस्त गोषवारा भाग - 2

वदर1

दस्त क्रमांक (7057/2005)

दस्त क्र. [वदर1-7057-2005] चा गोषवारा
बाजार मुल्य :23070298 मोबदला 38654520 भरलेले मुद्रांक शुल्क : 1932750

पावती क्र.:7125 दिनांक:30/06/2005
पावतीचे वर्णन
नांव: मे. क्रिसेंट केमिकल्स तर्फे भागीदार जी. डी.
शाह - -

दस्त हजर केल्याचा दिनांक :30/06/2005 12:43 PM
निष्पादनाचा दिनांक : 30/06/2005
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी
1640 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31640: एकूण

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 30/06/2005 12:43 PM
शिकका क्र. 2 ची वेळ : (फी) 30/06/2005 12:47 PM
शिकका क्र. 3 ची वेळ : (कबुली) 30/06/2005 12:48 PM
शिकका क्र. 4 ची वेळ : (ओळख) 30/06/2005 12:48 PM

दस्त नोंद केल्याचा दिनांक : 30/06/2005 12:48 PM

दु. निबंधकाची सही, अंधेरी 1 (बांद्रा)

ओळख :

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

1) डेनिस डिमेलो - - ,घर/फ्लॅट नं: शॉप क्र 1

गल्ली/रस्ता: -

ईमारतीचे नाव: कुलसूम महल

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:कलिना

तालुका: -

पिन: 29

2) उमेश लाड - - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

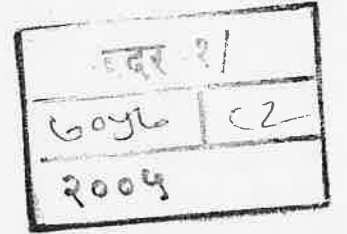
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



प्रमाणित करण्यात येते की, या
दस्तावेज वरून...

सह. मुख्य निबंधक, अंधेरी-क. १
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
अंधेरी 1 (बांद्रा)

वदर-१/6056/2005

पुस्तक क्रमांक १, क्रमांक वर

नोंदला.

दिनांक: 30/6/05

सह. मुख्य निबंधक, अंधेरी-क. १
मुंबई उपनगर जिल्हा.



गुणललरुगलरुगल

१००४/०२

DATED this ४th day of JULY 2002.

GOPAL M. NARANG
TO
MR. ARUN KARKERA AND ANR.

POWER OF ATTORNEY
(for Registration Purposes)

M/s. A. H. PARPIA AND COMPANY,
ADVOCATES AND SOLICITORS,
LENTIN CHAMBERS, DALAL STREET,
FORT, MUMBAI-400 001.
3C:\My Docs\ Gopal Narang Admission POA

DATED THIS 28th DAY OF June 2005



Emgeen Corp., Dwarka, 57 Tagore Road,
Opp. Strimandal, Sanacruz (W), Mumbai - 400 054.
E-mail: info@emgeen.com Website: www.emgeen.com

To, M/s. Crescent Chemsol Pvt. Ltd.
Shri / Smt.

19/6 Mittal Estate, Andheri Kurla Road,

Marol, Andheri (East).

Mumbai. 400 059.

AGREEMENT FOR SALE

Unit / Office No. 2 (Two)

Level 2nd Floor.

in



WINDSOR

C.S.T. Road (Vidyanagari Marg), Kalina, Santacruz (East),

M/s. A. H. Parpia & Co.
Lentin Chambers, 2nd Floor,
Nagindas Master Road, Fort, Mumbai- 400 001.