

page 5 - (2) operative

AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 30th day of October of One Thousand Nine Hundred and Ninety four
BETWEEN MESSRS SUMMER-VILLE INVESTMENTS, a partnership firm registered under the provisions of Indian Partnership Act, 1932 and having their office at 201 Commerce House, 140, Nagindas Master Road, Fort, Bombay 400 023, hereinafter referred to as "The Builders" (which expression shall be deemed to mean and include the partners or partner for the time being of the said firm the survivors or survivor of them and the heirs, executors and administrators of the last survivor and their, his or her assigns) of the ONE PART, and Boat Pharmaceuticals Ltd. a company registered under the Company Act 1913. having its office at T. R. Kaman, Marolli, Ballard Estate, Bombay.
of Bombay, hereinafter referred to as "the Purchaser" (which term shall be deemed to mean and include his/her/their respective heirs executors, administrators and assigns and/or successors in title) of the OTHER PART :

General Stamp Office
Bombay
PBIAG17
0008

GOVERNMENT OF
INDIA
28.6.95

RS. 9000000
SPECIAL ADHESIVE
STAMP

(Signature)
S. S. Plagulkar
Proper Officer
General Stamp Office, Bombay.

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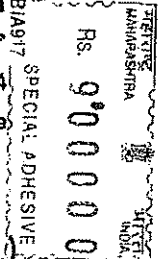
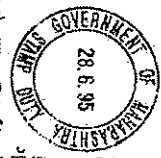
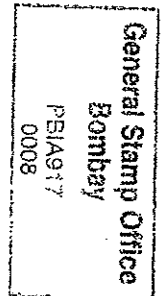
WHEREAS :

1. Apte Amalgamations Limited, a Company incorporated and registered under the Provisions of the Companies Act, 1956 and having its Registered Office at 199, Churchgate Reclamation, Bombay 400 020 (hereinafter called "the Owner") is the Owner of all that pieces or parcel of land or ground, plot lying and being at Chembur, more particularly described in the schedule hereunder written (hereinafter referred to as "the said Property");
2. By an Agreement for sale dated the 30th day of March, 1990, read with supplemental Agreement dated 4th February, 1992, made between the Owner of the one part and the Builders, (therein referred to as "The Developers") of the other part (hereinafter referred to as "The said Agreement"), the Owner agreed to sell to the Builders and the Builders agreed to purchase and acquire from the Owner buildable F.S.I. of approximately, 1,27,000 sq.ft. or as may be available in respect of the said land with a right to consume and utilise the same on the said property more particularly described in the Schedule thereunder and hereunder written on the terms and conditions therein contained;
3. In view there being an error in the C.T.S. Numbers of the said land specified in the schedule to the said Agreement, the Owner and the Builder have corrected the C.T.S. No. being the C.T.S. Nos. 354, 355, 355 (1 to 6), 356, 356 (1), 357, 358, 359 and 360 as correct C.T.S. numbers of the said land described in the Schedule thereunder written;
4. In terms of the said agreement the Builders are constructing building(s) on the said land by utilising the buildable F.S.I., available in respect of the said land;



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5. The necessary permission/s from the Competent Authority under the provisions of the Urban Land (Ceilling and Regulation) Act, 1976 for development of the said land by constructing building(s) on the said land has been obtained;
6. The Builders have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; whereas the Builders ^{have} appointed a structural Engineer for the preparation of the structural design and drawings of the building(s) and the Builder accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.
7. By virtue of the said agreement for sale the Builders have the sole and exclusive right to sell the unit/office/bungalow/Premises in the said building(s) to be constructed and parking spaces on the said property and to enter into agreements with the purchasers of unit/office/bungalow/premises in the said building(s) and to receive the sale price in respect thereof;
8. The Purchaser demanded from the Builders and the Builders have given inspection to the unit purchaser of all the documents of title relating to the said land, the said Agreement and the plans, designs and specifications prepared by the Builders Architects Messrs Bhatnagar, Ambre and Kothari and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer Act, 1964 (hereinafter referred to as "the said Act") and the rules made thereunder.



15. (9.22.0001/2)
 S. S. Pingulkar
 Proper Officer
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9. The copy of (i) Certificate of title issued by the advocate and Solicitors of the Builders (ii) copies of property card/City Survey extract or any other relevant revenue record showing the nature of the title of the Builders to the said land on which the Bungalows/Premises/Units/Offices are constructed or are to be constructed and (iii) the copies of the Plans and specifications of the unit/premises/ bungalows agreed to be purchased by the Purchaser as per approval of concerned local authority have been annexed hereto and marked Annexure "A", "B", and "C" respectively.

10. The builders have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said Building/s.

ST/ Service tax payable

11. The Builders have accordingly commenced construction of the said building/s) in accordance with the said plans. As per sanctioned Revised D.P. of 'M' Ward, Sanctioned by State Government the said property is lying in Commercial Zone (CI).



12. The purchaser applied to the Builders for allotment of the Premises/Unit/Office/Bungalow No. 4804A, 1st, 2nd floor in 'Corporate Park' bearing No. 4 situated at Sion Trombay Road, Near Swastik Chambers, at Chembur, Bombay 400 071, as marked in the plan annexed hereto (hereinafter called the said unit).

en 3rd floor

13. At the request of the Purchaser, the Builders have agreed to sell to the Purchaser the said unit at the price and on the terms and conditions hereinafter appearing;

14. Prior to the execution of these presents the purchaser has paid to the Builders a sum of Rs. 4,87,50,000/- (Rupees four crore eighty seven lakh 90 thousand five hundred only)

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being part payment of the sale price of the unit agreed to be sold by the Builders to the unit purchaser as advance payment or deposit (the payment and receipt whereof the Builders doth hereby admit and acknowledge) for the unit agreed to be sold to the Purchaser, and the Purchaser has agreed to pay to the Builders balance of the sale price in the manner hereinafter appearing;

15. Under section 4 of the said Act the Builders are required to execute a written agreement for sale of said unit with the Purchaser, being in fact these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Builders shall construct the said Units/Offices/ Bungalows/Premises on the said property in accordance with the plans, designs and specifications approved by the concerned authorities and which have been seen and approved by the purchaser. The Builders shall be entitled to make such variations and modifications ~~as the Builders may consider necessary and/or~~ as may be required by the concerned authorities/Government, provided, however such variations and modifications shall not reduce the area agreed to be sold to unit purchaser and provided that the Builder shall obtain prior consent in writing of the Purchaser in respect of such variation or modification which may adversely affect the ^{interest} of the Purchaser.

2. The Purchaser has prior to the execution of this Agreement satisfied himself/~~herself/itself/themselves~~ with the title of the Builders to the said Plot of land. He/~~she~~ they shall not be entitled to investigate the title of the Builders and no requisitions whatsoever shall be raised made on any matter relating thereto.

General Stamp Office
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GOVERNMENT OF
MAHARASHTRA
28.6.95

REVENUE
MAHARASHTRA
Rs. 9,00,000
AGHESIVE

Rs (9.00.2001)

S. S. Pingulkar
Proper Officer

General Stamp Office, Bombay.

Is this acceptable?

on 3rd
with P. S. ...

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(Only)

- c) Re. _____ /- (Rupees _____ Only)
being 7% of the sale price, On completion of walls.
- d) Re. _____ /- (Rupees _____ Only)
being 7% of the sale price on completion of Plaster, (Internal & External)
- e) Re. _____ /- (Rupees _____ Only)
being 7% of sale price on completion of flooring.
- f) Re. _____ /- (Rupees _____ Only)
being 10% of sale price, on fitting doors and windows.



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Bombay
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a) Re. 2,11,33,004/- (Rupees Two Crores Eleven Lacs and Thirty Three thousand and four only)
 being 10% of the sale price on completion of sanitary fittings and plumbing.
 the receipt whereof the Builders admit and acknowledge.

b) Re. 1,23,32,004/- (Rupees One Crore Twenty Three Lacs and Thirty Two thousand and four only)
 against possession of the said Unit/Premises remaining amount: Rs. 1,23,32,004/-



It is hereby expressly agreed by and between the parties that time shall be the essence of this agreement for payment of instalments as aforesaid and for complying with the terms and conditions of this Agreement.

5. The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the

Rs. (9,00,000/-)
 S. S. Pingulkar
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 General Stamp Office, Bombay

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Have all
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concerned authorities at the time of sanctioning the said plans or thereafter and shall before handing over the Unit to the purchaser take from the concerned local authorities occupation and/or completion certificate in respect of the said Unit or building.

6. The Builders have informed the Purchaser and the Purchaser is aware that the building plans for ground floor and two upper floors are duly sanctioned by the Municipal Corporation of Greater Bombay and besides the building comprising of first phase, the Builders shall at their sole discretion get sanctioned additional F.S.I. if any available in respect of the adjoining plots/properties and or any floating F.S.I. and get the plan sanctioned for additional floors for the construction thereon or redesign building/s. The Purchaser further confirms and irrevocably consents to the Builders to amalgamate or sub-divide or under-lease the one or more units or any part of the property as the Builders may desire and the Purchaser hereby unconditionally and irrevocably consents to the same.



7. The Purchaser hereby expressly consent to the Builders re-designing any building or buildings or the recreation area or internal roads and passages and such other area or areas in the said property which the Builders may desire to modify and redesign and if the building in which the Purchaser has agreed to acquire the unit is completed earlier than other wings/buildings in the said property, then the Purchaser confirms that the Builders will be entitled to utilise any F.S.I. which may be available to use on the said property or any part thereof and till the entire buildings/as set out herein are completed by them, the builders shall not be bound and/or be called upon by the Purchaser or required to form any co-operative Society, Limited Company or Condominium of Apartments, as the case may be, and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

Has construction work been completed?
Has society been formed?

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8. It is expressly agreed between the parties hereto that

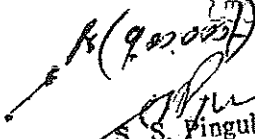
- a) The Builders shall be entitled to transfer, assign, dispose of and or to sell in any manner they deem proper the said terrace, passages, open lobies, etc. to anybody on the terms and conditions they deem fit and proper and the purchaser alongwith other purchasers will not raise any objections of whatsoever nature in respect of the right, title and interest of the Builders, and/or their nominees or nominee in this respect.
- b) The Builders shall become the member of the Society or Limited Company in respect of the indisposed and unsold areas. If the Builders transfer, assign and dispose of the said terrace, passages, lobies etc. at any time to any person the assignees, transferees and/or the Purchaser/s shall become the members of the society and/or limited Company as the case may be.
- c) The Purchaser agrees that he/she/they alongwith other purchasers of the other Unit will not charge or take from the Builders or their nominees or nominee any amount by way of monthly maintenance charges or any other charges, for unsold and vacant units and same shall be binding on the society when formed.
- d) The Terrace purchasers shall not be entitled cover the terrace without the written permission of Builders and concerned authority.
- e) The Builders shall have absolute right and benefits of hoardings on terraces and external walls or parapet and purchaser shall have objection for the same.



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 THE GOVERNMENT OF
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 S. S. Pinguikar
 Proper Officer
 General Stamp Office Bombay.

9. The Builders hereby declare that the floor space index (F.S.I.) presently available in respect of the said property is approximately _____ sq.ft. only and that no part of the said F.S.I. has been used and utilised by the Builders elsewhere for any purpose whatsoever.

10. It is expressly agreed between the Builders and the Purchaser and the Purchaser confirms that he/she is aware that the Builders are likely to receive additional F.S.I./ Floating F.S.I. and/or development rights from the said property and/or from the adjoining plots/properties now forming part of a common layout and in the event of the Builders receiving such additional floor or floors on the said building or any part thereof or construct any additional structure on the said property in the open compound as may be permissible either as Annexure Building or as an independent building as the Builders may in their absolute discretion think fit and proper and in the aforesaid event the builders shall be entitled to deal, with, dispose of alienate, encumber, or transfer such additional floor or floors or buildings or structures for such consideration to such party as the Builders may desire without reference or recourse to or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or object to the same. The right hereby reserved by the Builders shall be available to them even after the society or Condominium or a Limited Company is formed of unit purchasers.

11. The builders hereby agree that they shall before handing over possession of the said Unit to the purchaser and in any event before execution of a conveyance of the said land in favour of a corporate body to be formed by the Purchasers of Unit/Premises in the building to be constructed on the said land (hereinafter referred to as "the Society"/"the Limited Company"). make full and true disclosure of the nature of their title to the said land as well as any right, title, interest or claim of any party in



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or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Builders have absolute, clear and marketable title to the said land so as to convey the said land/building to be conveyed absolutely in favour of the said society/limited Company on the execution of a conveyance.



All dues clear?

12. Without prejudice to the Builder's other rights and remedies under this agreement and/or in law the Purchaser agrees to pay to the Builders interest 21% per annum on all the amounts which become due and payable by the Purchaser to the Builders under the terms of this agreement from due date the said amount is payable by the purchaser to the builders.

13. On the Purchaser committing default in payment on the dates of any amounts due and payable by the Purchaser to the Builders under this Agreement and on the purchaser committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement; in which event the said earnest money paid by the Purchaser to the Builders shall stand forfeited provided always that the power of termination herein contained shall not be exercised by the Builders unless and until the Builders shall have given to the purchasers fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement. *and the purchaser has failed to scan the book of each complaint written at that time.* The Builders shall however, on such termination, refund to the Purchaser without interest the instalment or a part payment, if any, which may have till then been paid by the Purchaser to the Builders, and on such repayment neither party shall have any claim against the other, and Builders shall be at liberty to dispose of and sell the said unit at such price as Builders may in their discretion think fit.

The fittings and amenities to be provided by the Builders in the said building and the unit are those that are let out in Annexure 'D' hereto.

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Rs. 900000
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MAHARASHTRA
INDIA

(Handwritten signature)

S. S. Pisgulkar
Proper Officer

General Stamp Office Bombay.

14. The Builders shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the purchaser.

any charge that may exist - check if any dues pending?

15. The Purchaser has hereby given his/her/their express consent to the Builders to create a mortgage of the said property in favour of any Scheduled Bank or financial institution. This consent shall be deemed to have been given under the provision of section 9 of the Maharashtra Ownership of Flats Act, 1963. This consent is given on the express understanding that the mortgages shall be cleared by the Builders at their own expenses before the premises is handed over to the purchaser.

all this done?



16. It is expressly agreed that the possession of the said premises will be handed over by the Builders to the Purchaser by 21st day of Dec 1995 provided the Builders have received the full purchase price of the said unit and other amount payable by the purchaser to the Builders under these presents and provided the construction by the Builders is not delayed on account of non-availability of steel, cement, and other building material, water or electric supply and/or on account of act of God, Civil Commotion, Riot, War or any notice, order, rules, notification of the Government and/or other public bodies disturbs the construction schedule of the Builders and if there is no delay in issue of occupation certificate and/or building completion certificate by the Municipal Corporation of Greater Bombay and/or Planning authority and there are no circumstances beyond the control of the Builders. If the Builders, on account of any of the aforesaid reasons which are beyond the control of the Builders are unable to give possession of the said premises by the date stipulated herein above then the Builders agree that they shall be

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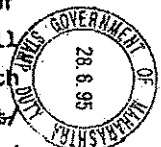
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liable on demand by the Purchaser in writing by giving 15 days notice in that behalf to refund to the purchaser ^{all} the amounts already received by them in respect of the said Unit with simple interest at the rate of 9 (Nine) per cent per annum from the date the Builders have received ^{some} the sum till the date the amounts and interest thereon is re-paid by the Builders to the purchaser and on such payment this Agreement shall come to an end. Till the entire amount and interest as stated is refunded by the Builders to the Purchaser there shall subject to prior encumbrances, if any, be a charge on the said property as well as the said unit. It is agreed that upon refund of the said amount together with, interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Builders or against the said unit or against the said property in any manner whatsoever and the Builders shall be entitled to deal with or dispose of the said unit to any person or party as the Builders may desire at their absolute discretion.



17. The Purchaser shall take possession of Flat/Shop/
~~Bungalow/Premises/Garage~~ ^{unit/flat} within 7 days of the Builders giving written notice to the Purchaser intimating the said Flat is ready for use and occupation ^{and the M.C.R.B. has issued the Occupation Certificate.} If no notice is received by the Purchaser for taking possession, Purchaser cannot escape from the obligation of payment of maintenance charges and other dues payable by him. It shall be obligation on part of the Purchaser to be in touch with the Builders for obtaining possession of the Premises/~~Flat/Bungalow/Garage~~ ^{unit} and shall be liable to pay all his dues payable to the Builders. It is expressly agreed that due to changes made by any Purchaser/s in the Flat or Building and due to such changes and alteration if any complaint arises, then in such circumstances the Builders shall not be liable or responsible for repairs and compensation.

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18. The purchaser shall use the Unit or any part thereof or permit the same to be used only for purpose of such activities and other use permitted by law and no other use of any nature whatsoever shall be permitted. The purchaser shall use the parking space only for the purpose of keeping or parking his/her/their own vehicles.

19. The purchaser shall not use the said premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said building or for any illegal or immoral purpose.

20. The Purchaser shall not decorate the exterior of the said premises otherwise than in any manner agreed to with the Builders under this Agreement.

21. The Purchaser shall at no time demand partition of his/her interest in the said building and/or property. it is being hereby agreed and declared by the Purchaser that his/her such interest in the said property is impartible.

22. It is expressly agreed that the Builders shall be entitled to put hoarding/s illuminated or comprising of neon signs on the said property or on the building or buildings on said property or any part thereof and for that purpose the Builders are fully authorised to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the said property as the case may be and the Purchaser agrees not to object or dispute the same.

23. The Purchaser along with other Purchasers of premises in the building shall join in forming and registering the society or a limited company to be known by such name as the Builders may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society and



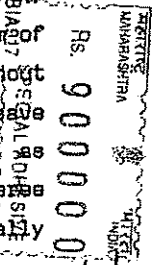
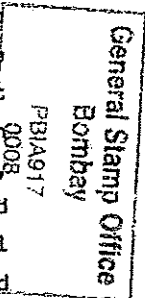
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duly fill in, sign and return to the Builders within 7 days of the same being forwarded by the builders to the Purchaser, so as to enable the Builders to register the organisation of the purchasers under section 10 of the said Act within the time limit prescribed by the rule 8 of the Maharashtra Ownership flat Rules, 1964. It is agreed that Builders representative shall be chief Promoter. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws of the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, Registrar of Companies, as the case may be, or any other competent authority.

24. In the event of any society, being formed and registered before the sale and disposal by the Builders of all the units, the powers and the authority of the society or limited Company or condominium of Apartment so formed of the purchasers and other holders of the units shall be subject to the over all authority and control of the Builders in respect of all the matters concerning the said building and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof, provided always the purchaser hereby agrees and confirms that in the event of the said society and/or limited Company or Condominium of Apartment being formed before the Builders deal with or dispose of all the units in the said building to be constructed on the said property then and in that event all allottees or purchasers of units from the Builders, shall be admitted to the membership of such Co-operative society, limited company or condominium of Apartment on being called upon by the Builders without payment of any premium, fees or any additional charges and except Rs. 250/- for the share money and Rs.10/- as entrance fee and such allottee Purchaser or transferee thereof shall not be discriminated or treated prejudicially by such common organisation.



Rs. (9000000/-)

S. S. Pingulkar
 Proper Officer
 General Stamp Office, Bombay.

25. It is hereby agreed by and between the parties hereto that the Builders shall execute the necessary Conveyance of the said land and the said building in favour of such Society or Limited Company only after all the wings/Building in the said complex are constructed and are completed in all respect and all the Units are sold to the prospective purchasers and the purchaser shall not insist upon such conveyance to be executed earlier.

26. Notwithstanding what is contained herein to the contrary the Builders shall be entitled to convey or cause to be conveyed or demised and give on lease the said property or any part or portions thereof with or without sub-division either building-wise, phase-wise, or wing-wise to independent Society/Limited company or Condominium of Apartments or body of persons or Association of persons, as the case may be, and the option to be selected and exercised by the Builders shall be sole option of the Builders and the purchaser herein nor any body of prospective purchasers will be entitled to call upon or compel the Builders to select any specific option as the case may be.

27. It is expressly agreed that it will be the sole option of the Builders to convey or demise the said property or part or portion thereof without sub-division and on the basis of undivided share, right, title and interest and all the recreation area and internal road area, shall be and continue to be retained by the Builders and the Builders shall be entitled to sell, transfer or assign such area or areas to any person or party as the Builders may desire and neither the Purchaser herein nor the body of prospective Purchasers shall dispute, object or oppose the decision of the Builders in that behalf.

28. Commencing a week after notice in writing is given by the Builders to the Purchaser that the Unit is ready for use and occupation, the Purchaser shall be liable to bear and



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purchaser be entitled to terminate this agreement and enter upon the said Unit and resume possession thereof and forfeit all moneys paid by the purchaser under this Agreement.

31. a) The Purchaser shall on or before delivery of possession of the said premises pay to the Builders the following amounts :

- i) ~~Rs. 260/-~~ towards membership fees and
Rs. 510/- share money.
- ii) Rs. 10,000/- towards deposit payable to electric supply company, water department and other deposits in connection with common deposits of the said Building.

iii) Rs. 1,50,000/- or Maintenance Deposit.

~~50,000/-~~
Rs. 1,00,000/-

b) In addition to above the Unit purchaser shall also pay to the Builders following non-refundable amounts on account of his/her/their unit.

i) ~~Rs. 1,000/-~~ Being amount of legal charges for this agreement.

ii) ~~Rs. 1,000/-~~ Being charges for formation of
or ~~Rs. 3,000/-~~ Society/Limited Company or Con-
dominium of all purchasers.

iii) Rs. 10,000/- Electric meter charges and
Deposits to Electric Supply Co.

~~Rs. 10,000/-~~



32. Duty borne :
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32. All the costs and charges and expenses including Stamp Duty and Registration charge of this Agreement shall be borne and paid by the Purchaser. The Builders shall utilise the sum of Rs.1,000/- paid by the purchaser to the builder for meeting all legal costs, charges, and expenses including professional costs of the Attorney-at-law/Advocates of the Builders in connection with formation of the said society, or Limited Company as the case may be preparing its rules, regulations, and bye-laws and further sum of Rs.1,000/- for the cost of preparing and engrossing this agreement.

33. The Builders shall maintain a separate account in respect of sums received by the Builders from the various purchasers of premises as advance or deposit, sums received on account of the share capital for the promotion of the outgoings, and shall utilise the amounts only for the purposes for which they have been received.

34. At the time of registration of the conveyance, the purchaser shall pay to the Builders his/her/their share of Stamp Duty, Registration charges and all other costs, charges and expenses payable, if any, on the conveyance or any documents or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company, as well as the costs of preparing engrossing, stamping and registering all the agreements and writing or any other documents or writing as may be required to be executed, and the Builders shall not be liable to contribute any amount in respect thereof.

35. The Purchaser hereby covenant with the Builders as follows -

- a) To maintain at his/her/their own cost the Unit so as to keep it in good tenable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or any passages which may be against the rules, regulations or bye-laws of concerned



General Stamp Office
Bombay
PBI/917
0008

GOVERNMENT OF
28.6.95
MAHARASHTRA
RS. 121500
SPECIAL ADHESIVE
PBI/917

121500/-

S. S. Pingulkar
Proper Officer
General Stamp Office, Bombay.

local or any other authority or change/alter or make addition in or to the building in which the Unit or any part thereof is situated.

- ④ ✓
- b) Not to store in the Unit any goods which are hazardous, combustible or dangerous or are too heavy as to damage the construction or structure of the Building in which the Unit is situated or for storing of which goods is objected to by the concerned local or other authority ~~and shall not carry or caused to be carried heavy packages to the upper floors which may damage~~ the staircases, common passages entrances or any other structure of the building in which Unit is situated and in case of any such damage is caused on account of negligence or default of the Purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.
- c) To carry at ~~his/her~~ their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Builders to the Purchaser and shall not do or suffer to be done anything in or to the said unit building which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the purchaser committing any act in contravention of the above provision, the purchaser shall be responsible and liable to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Unit or any part thereof, not at any time make or cause to be made any addition or alternation of whatsoever nature in or to the Unit or any part thereof nor any alteration in the elevation and



outside colour the unit is all sewers, drains, appurtenances t and conditions support shelter the building if shall not chie columns, beams, Balcony or ~~the~~ without the pl builders and/o Company.

- e) Not to do or p thing which ma insurance of th which the Unit i whereby any in payable in ~~repe~~
- f) Not to thro~~u~~ other refuse or the Unit in the said land and situated.
- g) Not to make any unit and building good condition conditioning syste
- h) To pay to the said the Builders: n: demanded by o Government for g other service cor the Unit/Premises

outside colour scheme of the building in which the unit is situated and shall keep the portion, sewers, drains, pipes in the Unit/Premises and appurtenances thereto in good tenable repair and conditions and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any manner damage to columns, beams, walls, slabs or R.C.C. perdie Balcony or other structural members in the unit without the prior written permission of the builders and/or the society or the Limited Company.



- e) Not to do or permitted to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Unit is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said land and the building in which the Unit situated.
- g) Not to make any change in the outer elevation of unit and building and ^{maintain} make the unit in proper and good condition and keep the electrical and air conditioning system in proper working.
- h) To pay to the builders within 7 days of demand by the Builders his share of security deposit demanded by concerned local authority or Government for giving water electricity or any other service connected to the building in which the Unit/Premises is situated.

1) To bear and pay increase in local taxes, water charges insurance and such other levy, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of internal changes or ~~change of user~~ of the Unit/Premises by the purchaser.

j) The purchaser shall not let, sub-let, transfer, assign or part with his/her interest under or benefits of this Agreement or part with the possession of the Unit until all the dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the purchaser has intimated in writing to the builders and obtained their prior written consent in that behalf, *which shall not be unreasonably withheld.*

k) The purchaser shall observe and perform all the rules and regulations which the society or the limited Company may adopt at its inspection and the additions, alterations or amendments thereof that may be made, from time to time for protection and maintenance of the said building and the Unit/Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The purchaser shall also observe and perform all, the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

l) Till a son situated in the Builder or without time to a building of the state

m) Not to che PARK' befo

36. The parties herein is subject to 269 (UL) (3) to be is Parties shall immedi statement under Secti Tax Act, 1961. In or within a period of f preents shall come Builders shall refer earnest money.

In the event for purchase by Car Section 269 UD of I to the purchaser I agreed that in such Purchaser the said receiving such order

The Builders Central Government respect of the said

The Appropria granted requisite sale of the said ur of the said certifi is hereto Annexed.



is this available applied for?

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X

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1) Till a conveyance of building in which Unit is situated is executed, the purchaser shall permit the Builders and their surveyors and agents, with or without workmen and others at all reasonable time to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.

m) Not to change the name of the building CORPORATE PARK before or after formation of society.



36. The parties hereto are aware that the transaction herein is subject to the requisite Certificate under Section 269 (UL) (3) to be issued by the Income Tax Authorities. The Parties shall immediately on the execution hereof file the statement under Section 269(UC) of Chapter XX-C of the Income Tax Act, 1961. In case the said certificate is not issued within a period of four months from the date hereto, these presents shall come to an end and in which event, the Builders shall refund to the Purchasers the said amount of earnest money.

In the event of appropriate authority passing order for purchase by Central Government of the said Unit under Section 269 UD of Income Tax Act, the Builders shall refund to the purchaser the said earnest money deposited. It is agreed that in such event Builders shall refund to the Unit Purchaser the said amount within 30 days from the date of receiving such order from the Appropriate Authority.

The Builders shall be entitled to receive from the Central Government the entire amount of consideration in respect of the said unit.

OR

The Appropriate Authority of Income Tax Department has granted requisite certificate under section 269 UL (3) for sale of the said unit in favour of the purchaser and a copy of the said certificate bearing No. A.A./Bom./Certs/18/04/95 -96 is hereto Annexed.

dated 29th May, 1995

B
P X

[Signature]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

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37. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said Unit and building or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him/her and all open spaces, parking spaces, offices, staircases, terraces, recreation spaces etc. will remain the property of the Builders until the said land and building is transferred to the Society/Limited Company as hereinbefore mentioned.

38. Any delay tolerance or indulgence shown by the Builders in enforcing the terms of the Agreement or any forbearances or giving of time to the purchaser by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders.

39. It is mutually agreed that the purchaser shall present this Agreement at the registration office of sub-Registrar of Assurance at Bombay within the time limit prescribed by the Registration Act and the Builders will upon receiving intimations/alongwith copy of the lodging receipt attend such office and admit execution thereof. If the purchaser fails to lodge this Agreement, the Builders shall not be responsible for consequences thereof.

40. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for giving effect to these presents.

41. The provisions of this Agreement have been read and fully understood by the purchaser hereto.

42. The transaction covered by this contract is not understood to be a sale eligible to tax under sales tax law, if however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or

State, this transaction sale or otherwise, or materials or equipment or in connection with the same shall be the Purchasers on demand.

43. The Builders the purchasers, the building on the hereto and the Builders shall ensure for the said building and only against the unit acquirers in such agreements the transferee(s) of property.

44. All notices contemplated by this duly served if and Under Certificate below :-

[Handwritten signature]
17.8
13019
[Circular stamp]

45. The Party of 1 to Shri/Smt. *[Signature]* the flat/shops/premises thereof.

It is hereby expressly the contrary contained in any clause or benefit, contract clauses 5, 8(a), 8(e) exercisable by them of said unit agreed to be so purchaser has no objection in any units other than the further agreed that the Builders or floors and/or construction to be sold to the purchaser.

State, this transaction is held to be eligible to tax as a sale or otherwise, either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Purchaser along with other Purchasers on demand at any time.



43. The Builders shall enter into separate agreements with the purchasers, acquirers of different units in the said building on the terms and conditions substantially similar hereto and the benefit of this and such other agreements shall ensure for the benefit of all unit acquirers in the said building and shall be available for enforcement not only against the respective purchasers thereunder but all unit acquirers in the said building and the provisions of such agreements shall bind to the extent applicable to the transferee(s) of premises from the original purchaser also.

44. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if send to the Purchaser by Registered Post A/D Under Certificate of Posting at his/her address specified below :-

17, R. Kamani Marg
Banagad Estate
Bombay - 400 038

45. The Party of the Second Part agree/s to pay ^{and has paid} brokerage to Smt. Pravin Indle Ltd, 199 Churugate ^{at the rate of 2%} on the Purchase price of the flat/shops/premises agreed to be acquired by him/her/ them ^{or before} on the execution of this agreement.

It is hereby expressly agreed that notwithstanding anything to the contrary contained in this Agreement, any right, authority, benefit or benefit, conferred, reserved or granted to the Builders under clauses 6, 8(a), 8(e) and 22 of this Agreement shall be available and exercisable by them only in respect of the units other than the said unit agreed to be sold to the purchaser hereunder. However, the purchaser has no objection in respect of any changes or reassigning of any units other than the said unit agreed to be sold to them. It is further agreed that the Builders shall not put up any additional floor or floors and/or construct additional structures on the said unit or equal to be sold to the purchasers.

X

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT pieces or parcels of land and ground situate, lying and being at Chembur in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Cadastral Survey Nos. 354, 355, 355 (1 to 6), 356, 356(1), 357, 358, 359 and 360 and bearing non-agricultural, Survey No. 9 and Plot No. 614 of SSIII, Chembur, admeasuring in aggregate area 42,405.97 sq. yards. equivalent to 35,456.50 sq.mtrs. out of which -

- (i) an area of 3,676.86 sq. yards equivalent to 3074.30 sq. mtrs. has gone in set back.
- (ii) an area of 5,823.68 sq.yards equivalent to 4,869.30 sq.mtrs. has gone in reservation.
- (iii) an area of 6,622 sq.yards equivalent to 5,536.65 sq.mtrs. sold to M/s. Loonker Builders.
- (iv) an area of 3,190.50 sq.mtrs. sold to Reliance Consultancy and
- (v) balance area admeasuring about 18,784.75 sq.mtrs. is available to the developers for development, and bounded as follows :-

On or towards the NORTH by Government Land,

On or towards the SOUTH by Sion Trombay Road,

On or towards the EAST by C.S.T. Road,

On or towards the WEST by Property of the Shyamjee Morarjee bearing C.S.T. No.353/1.

As per 7 x 12 extract of Talathi, Chembur, Taluka Kuria, Land area of S.No. 9 and Plot No.614 is 42505 Sq.yrds.

THE SECOND

The expenses etc. of the main gutters, drains, & upon the building of building as enjoyed used by him/hers the walls of the build etc.



2. The cost of landings, staircases enjoyed or used by
3. The cost of d
4. The Cost of t Chowkidars, Sweepers
5. The cost of w water pumps, Air service charges.
6. Municipal Tax
7. Insurance of t
8. The cost of w deposit for the wat
9. Cost of m garden.
10. Such other exp the maintenance and

THE SECOND SCHEDULE ABOVE REFERRED TO :

The expenses of maintaining, repairing, decorating etc. of the main structure and in particular the road, gutters, drains, water pipes, electric wires in under or upon the building or enjoyed or used by the purchaser of the building as enjoyed by the Purchaser of the Unit/Premises or used by him/her/them in common as aforesaid and the boundary walls of the building compounds, terraces, parapet walls etc.



2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the Unit/Premises in common as aforesaid.
3. The cost of decorating the exterior of the building.
4. The cost of the salaries of clerks, bills collectors, Chowkidars, Sweepers, etc.
5. The cost of working and maintenance of lifts, lights, water pumps, Air Conditions system and pipes and other service charges.
6. Municipal Taxes and other Government Taxes.
7. Insurance of the building.
8. The cost of water meter or electric meters and/or any deposit for the water and electricity.
9. Cost of maintenance of the common access road and garden.
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

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IN WITNESS WHEREOF the parties hereto have hereunto and
duplicates hereof set and subscribed their respective hand and seal
the day and year first hereinabove written.

In Reply Quote R

SIGNED, SEALED AND DELIVERED by)
the withinnamed 'THE BUILDERS')
M/s. SUMMER VILLE INVESTMENTS)

For SUMMER VILLE INVESTMENT
Morad Chaud London
Partner

in the presence of *Attestment*)



Re: Pr
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35
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be

SIGNED SEALED AND DELIVERED by)
the withinnamed 'THE PURCHASERS')
MR./MRS./M/S. *BOOTS PHARMACEUTICALS*)
Ltd.)

BOOTS PHARMACEUTICALS LTD.
D.M. Gavaskar
D.M. GAVASKAR
MANAGING DIRECTOR & PRESIDENT

in the presence of *(S. Samadi)*)

We confirm
for APTE ASSURANCE MATRONS LTD.

Witness

(Signature)
SECRETARY

RECEIVED this day and the year first)
hereinabove written from withinnamed)
Purchaser(s) the sum of Rs. *45750/00*)
(Rupees *Forty five thousand seven hundred and fifty*)
only)
towards earnest money or deposit, by)

1. Prior to 14th J (Swastik) was se sufficiently eni described in the
2. By an Indenture 1963 and made b Western Bank Swastikexecuted secure unto UWB payable to UWB i described in the
3. Swastik was amal (AAL) pursuant to High Court of 1 of 1981 and al described in the and liabilities o with effect from
4. AAL committed d payable by AAL t to the power giv of Mortgage date property mora pa hereunder write

Cash/Cheque No. *9672551712* drawn on *Bank of India*)
Rs 10000000/-)
Branch *AN 2 Ginnellaga*)

WE SAY RECEIVED
For SUMMER VILLE INVESTMENT
Morad Chaud London
Partner

- and part payment towards balance purchase price
WITNESS: as follows. -
1. Rs. One Crore (Rs. 1,00,00,000/-) vide Cheque No. 710204 dated 6th July, 1985, drawn on AN 2 Ginnellaga Bank, M.G. Road, Bombay; and
 2. Rs. One Crore seven Lakhs Thirty Three Thousand (Rs. 1,14,33,000/-) vide cheque No. 751778 dated 26th October, drawn on AN 2 Ginnellaga Bank, M.G. Road, Bombay.

WITNESS:
Mimjar

ANNEXURE - 'A'

KANGA & CO. (Regd.)

ADVOCATES, SOLICITORS & NOTARY

Readymoney Mansion,
43, Veer Nariman Road,
Bombay-400001/51

GRAM "KANGACO"
TELE: 2042285/88
2042289
2049238

TELEX: 011-84727
KACO

FAX : 022-2043728

(National)

9122-2043728

(International)

In Reply Quote Ref.No. MLB/KM/10087/93.

REPORT ON TITLE

Re : Property situate at Chembur, bearing
Cadastral Survey No. 354, 355, 355 (1-6), 356,
356 (1), 357, 358, 359 and 360 and bearing
Non-Agricultural Survey No. 9 and 106 and
bearing Plot No. 614 of S.S.III, Chembur.

1. Prior to 14th January 1983 Swastik Textiles Mills Limited (Swastik) was seized and possessed of or otherwise well and sufficiently entitled to the property more particularly described in the First Schedule hereunder written.
2. By an Indenture of Mortgage dated the 21st day of February 1963 and made between Swastik of the One Part and united Western Bank Limited (UWB) of the Other Part, Swastik executed an English Mortgage in favour of UWB to secure unto UWB the repayments of the amounts due and payable to UWB in respect of its property more particularly described in the First Schedule hereunder written.
3. Swastik was amalgamated with one Apte Amalgamations Limited (AAL) pursuant to the order passed by the Hon'ble the Bombay High Court on 14th January 1981 in Company Petition No. 684 of 1981 and all the properties (including the property described in the First Schedule hereunder written), assets and liabilities of swastik was taken over and vested in AAL with effect from 1st January 1981.
4. AAL committed defaults in payment of the amounts due and payable by AAL to UWB and as a result of which UWB pursuant to the power given to them under the afore recited Indenture of Mortgage dated 23rd February 1983 took possession of the property more particularly described in the First Schedule hereunder written.

Mortgage - borrower
has defaulted - exercise
of provisions of English
Mortgage



Partner

PHARMACEUTICALS LTD.

D. M. GAMBHIR

M. GAVASKAR
DIRECTOR & PRESIDENT

PHARMACEUTICALS LTD.

SAY RECEIVED

PHARMACEUTICALS LTD.

Partner

12/2/93
11/2/93
M. M. J. A. P.

5. On or about 19th September, 1993 UWB entered into an Agreement for sale in respect of a portion of the property along with structures standing thereon admeasuring 5536.65 sq. metres or thereabouts which portion forms part of the property more particularly described in the First Schedule hereunder written and which portion is more particularly described in the Second Schedule hereunder written and which portion is more particularly described in the Second Schedule hereunder written with one Messrs. Loonker Builders.
6. Disputes and differences arose between Loonker Builders on the one hand and UWB on the other hand and as a result of which, on or about 16th November, 1983 Messrs. Loonker Builders filed a suit in the Hon'ble the Bombay High Court being Suit No. 2394 of 1983 (Messrs. Loonker Builders vs. United Western Bank Ltd. and Apte Amalgamations Limited).
7. The said Suit was amicably settled and consent terms were filed in the said suit and pursuant thereto a Consent Decree was passed on 23rd December, 1983 and by virtue thereof, the property more particularly described in the Second Schedule hereunder written was transferred and conveyed in favour of Messrs. Loonker Builders and since then Messrs. Loonker Builders are entitled to the property more particularly described in the Second Schedule hereunder written.
8. The said Consent Decree has been lodged for registration with the office of the Sub-Registrar of Assurances at Bombay under Serial No.S/775/84 on 28th February, 1984.
9. By an Indenture of Reconveyance dated the 22nd day of May, 1989 UWB reconveyed to AAL the property more particularly described in the First Schedule hereunder written and the said Reconveyance has been lodged for registration in the office of the Sub-Registrar of Assurances at Bombay under Serial No. PBBJ/3947/89 on the 6th day of September, 1989.
10. By an Agreement for Sale dated the 21st day of March, 1990 and made between AAL of the One Part and Reliance Consultancy Services Limited of the Other Part, AAL agreed to sell
- to Reliance Con the property ad forming part of the First Sched the property in Schedule hereu standing thereo
11. By another 1990 and made be Ville Investment Messrs. Summer of the property described in certain terms between them.
12. Out of the total admeasuring 42 sq.metres or the
- (a) 3676.86 sq. gone in sel
- (b) 5823.68 sq gone in re
- (c) 6622 sq. thereabouts
- (d) 3191.50, e Consultancy
- (e) leaving thereabouts to Messrs. more parti hereunder
13. We have investi particularly de written and sub; a clear and mar larly described



to Reliance Consultancy Services Limited another portion of the property admeasuring 3191.50 sq. metres or thereabouts forming part of the property more particularly described in the First Schedule hereunder written and which portion of the property is more particularly described in the Third Schedule hereunder written together with the building standing thereon.



11. By another Agreement for Sale dated the 30th day of March, 1990 and made between AAL of the One Part and Messrs. Summer Ville Investments of the Other Part, AAL has agreed to allow Messrs. Summer Ville Investments to develop the balance area of the property and which balance area is more particularly described in the Fourth Schedule hereunder written on certain terms and conditions mutually agreed upon by and between them.
12. Out of the total area of the property belonging to AAL and admeasuring 42405.97 sq.yards equivalent to 35456.60 sq.metres or thereabouts, an area of :
 - (a) 3676.86 sq. yards equivalent to 3074.30 sq. metres has gone in set-back;
 - (b) 5823.68 sq.yards equivalent to 4869.30 sq. metres has gone in reservation;
 - (c) 6622 sq. yards equivalent to 5536.65 sq. metres or thereabouts has been sold to Messrs. Loonker Builders;
 - (d) 3191.50 sq. metres has been sold to Reliance Consultancy Services Limited and
 - (e) leaving a balance area of 18784.75 sq. metres or thereabouts is available with AAL which they have given to Messrs. Summer Ville Investments to develop and is more particularly described in the Fourth Schedule hereunder written;
13. We have investigated the title of AAL to the property more particularly described in the Fourth Schedule hereunder written and subject to what is stated hereinabove, they have a clear and marketable title to the property more particularly described in the Fourth Schedule hereunder written.

THE FOI

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT pieces or parcels of land and ground situate lying and being at Chembur in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Cadastral Survey Nos. 354, 355, 355 (1 to 6), 356, 356 (1), 357 (1), 357, 358, 359 and 360 and bearing non-agricultural Survey No. 9 and 108 and Plot No. 614 of S.S. 111, Chembur, admeasuring in the aggregate area 42,405.97 sq. yards equivalent to 35,456.50 sq. metres and as per Talati Chembur, Taluka Kurla, area of Survey No. 9 and Plot No. 614 of S.S. 111 is 42505 sq. yards and bounded as follows : that is to say : On or towards the East by C.S.T. Road, On or towards the West by the property bearing C.T.S. No. 353/1, on or towards the North by the land belonging to MSEB and Government Land and on or towards the South by Sion Trombay Road.



ALL THAT piece a and being at Ch District of Bombay I Survey Nos. 354.355 and bearing non-ag Plot No. 614 of S. metres or thereab yards equivalent to area has been arri above.

DATED this 2nd

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT pieces or parcel of land or ground situate lying and being at chembur in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Plot No. 614 of S.S.III admeasuring 6622 sq. yards equivalent to 5536.65 sq. metres or thereabouts.

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT Piece or parcel of land or ground situate lying and being at Chembur in the Registration District and Sub-District of Bombay City and Bombay Sururban and forming part of Plot No.614, and bearing non-agricultural survey No.9 and bearing C.T.S. No. 360 of Village Chembur and admeasuring 3101.50 sq. metres or thereabouts together with a building standing thereon of ground and one upper floor having a total built up area of approximately 30,000 sq. ft. or thereabouts.

THE FOURTH SCHEDULE ABOVE REFERRED TO :1:

land situate lying
in the Registration District and Sub-
District of Bombay City and bearing Cadastral
Survey Nos. 354, 355 (1 to 6), 356, 356 (1), 357, 358, 359 and 360
and bearing non-agricultural Survey No. 9 and 108 and bearing
Plot No. 614 of S.S. 111 Chembur and measuring 18,784.75 sq.
metres or thereabouts, out of the total area of 43,405.97 sq.
yards equivalent to 35,456.50 sq. metres or thereabouts and which
area has been arrived at after deducting the area as mentioned
above.



DATED this 2nd day of February, 1993.

For KANGA & CO.,

Sd/-

(K. M. VASANJI)
PartnerTO :

land situate lying
in the Registration District and Sub-
District of Bombay City and bearing Plot No.
equivalent to 5536.65

TO :

land situate lying and
in the Registration District and Sub-District of
Bombay City and bearing Plot No. 614,
measuring 18,784.75 sq. metres or
thereabouts, out of the total area of 43,405.97 sq.
yards equivalent to 35,456.50 sq. metres or thereabouts and which
area has been arrived at after deducting the area as mentioned
above.

No. A. A./ Bom. /Certs /18104/95-96

Office of the
Appropriate Authority
(I. T. Deptt.) A Wing,
3rd Floor, Mittal Court,
Nariman Point, Bombay-400021

Dated the 29 MAY 1995

Proceedings No. ... Appropriate Authority/Bom./ Cert./18104/95-96

Name(s) of Transferor(s) ... M/s. Summer Ville Investments,
201, Commerce House,
140, Nagin Das Master Road,
22X Part, Bombay-400 023.

Name(s) of Transferee(s) ... Soots Pharmaceuticals Ltd.,
17, Asian Building,
Ramjibhai Kamani Marg,
Ballard Estate,
Bombay-400 038.

Description & Location of
Immovable property ... Entire Premises including the Open Tor: a
being Unit No.4 comprising of Ground and
Two Upper Floors having saleable built-
area of 10,150 Square feet under constn
in the said complex "Corporate Park" sit
at Sion-Trombay Road, Near Swastik Cham-
Chembur, Bombay-400 071.
Rs. 8,22,15,000/-

Apparent consideration

Date of Agreement ... 27.03.1995 (Memorandum Of Understandi

Date of Certificate

CERTIFICATE UNDER SECTION 269 UL (3) OF THE I.T. ACT 1961

Whereas a Statement in Form 37-1 in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 27.03.1995

And whereas the Apparent consideration set forth in the said Form 37-1 and in the agreement dated 27.03.1995 for the transfer of the said property is Rs. 8,22,15,000/-

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase by the Central Government of the said property.

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the schedule appearing below by the said transferor to the transferee for an apparent consideration of Rs. 8,22,15,000/-

This no objection certificate is issued without prejudice to any income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

Sd/-
(U.V. SHIBDANDARI)
Chief Engineer

Sd/-
(JAGJIBHAI PALL)
Commissioner of
Income-Tax

Sd/-
(S.N.L. AGARWALA)
Commissioner of
Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

RECEIVED
25/5/95

25/5/95



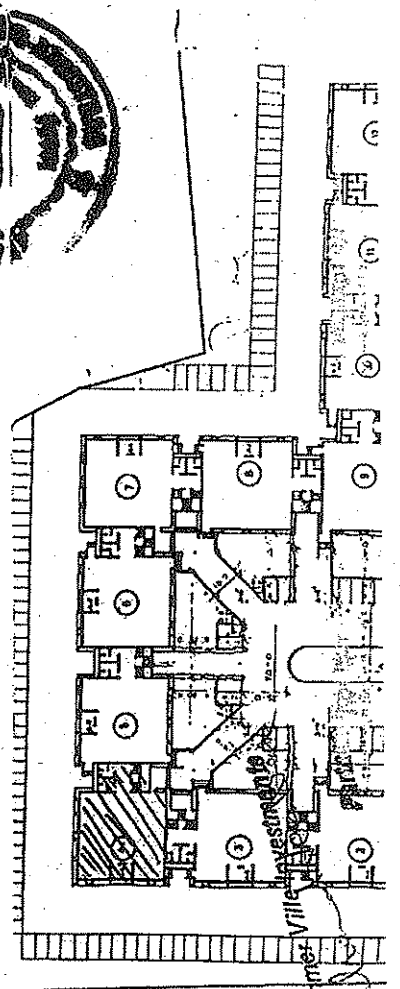
SCHEDULE

ALL THOSE premises being entire Unit No.4 consisting of Ground and Two Upper Floors having 10,150 Square Feet saleable built up area with Open Terrace above the said Premises/Unit, in "Corporate Park" under construction on a portion of property measuring 18,784.75 square metres or thereabouts (out of the total area of 43,405.97 square yards equivalent to 35,456.50 square metres or thereabouts) bearing Cadastral Survey No.354, 355, 355(1 to 6), 356, 356(1), 357, 358, 359 and 360 and bearing Non-agricultural Survey No.9 and 108 and Plot No.614 of S.S.III Chembur situate lying and being at Sion Trombay Road near Swastik Chambers, KEMUR Chembur in Greater Bombay, in the Registration Sub-District District of Bombay City and Bombay Suburban.

ANNEXURE - 'C'

SCOTT'S PHARMACEUTICALS LTD.

Handwritten signature



Authorised to issue on behalf of Appropriate Authority, Bombay.



Handwritten signature
 Deputy Commissioner of Income-tax,
 Appropriate Authority, Bombay.
 Bombay.

Copy to :

1. Transferor(s).
2. Transferee(s).
3. Guard-file
4. The DI (Inv.) Survey Unit-I, Bombay under CIB Code No. 201.
5. The Sub-Registrar of Assurances, Old Customs House, Bombay.

P.E.-94/1/10,000

SGK:10395

EV/135/1749

12/6/75

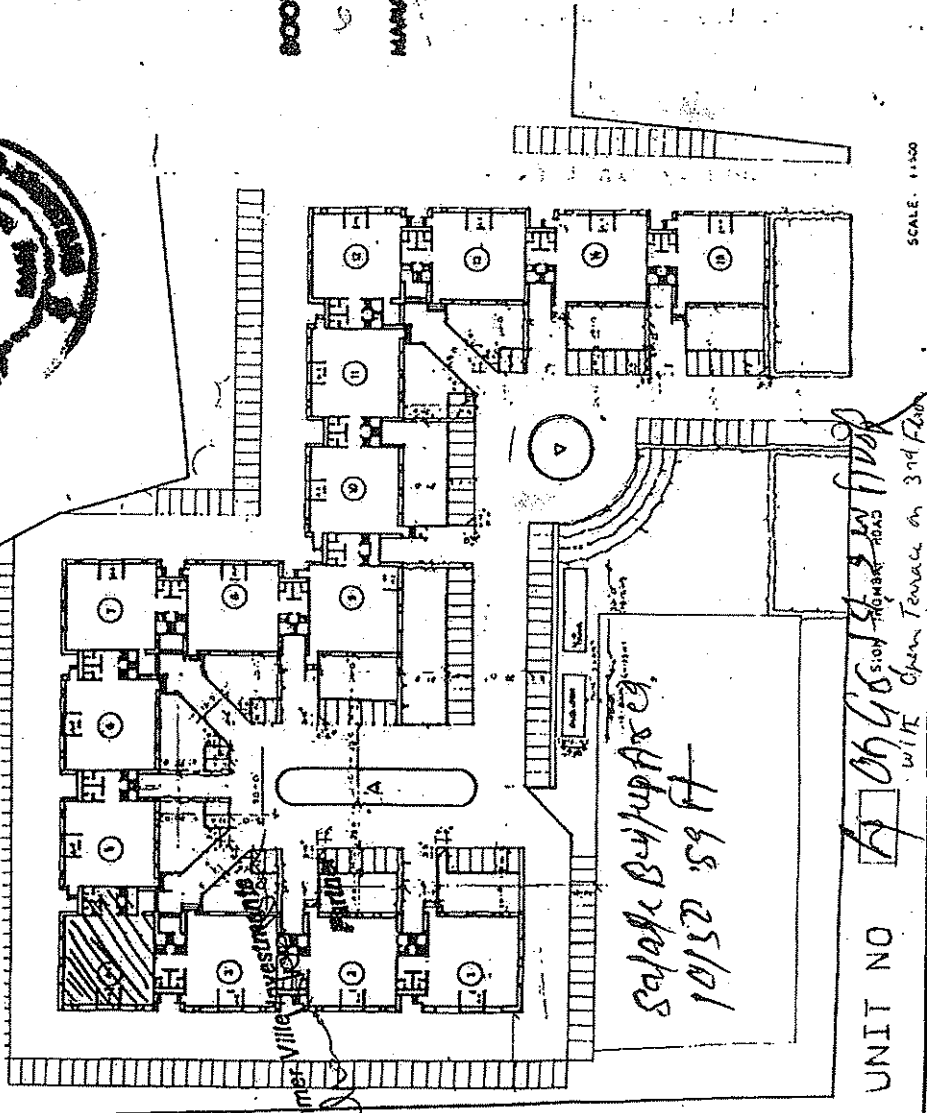
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 from
 by post
 [KIM]
 ↙

Fire Unit No. 4
 doors having
 area with Open
 in "Corporate
 of property
 thereabouts
 yards
 or thereabouts)
 355(1 to 6),
 bearing Non-
 Plot No. 614 of
 at Sion
 Chembur in
 Sub-District
 Churban.



ANNEXURE - 'C'

BOOTS PHARMACEUTICALS LTD.
 D. M. Sanyal
 D.M. SANYAL
 MANAGING DIRECTOR & PRESIDENT



Satyajit Bhattacharya
 10/52 59 ft

UNIT NO 10/52 59 ft
 Sion Churban Road
 with Chem Terrace on 3rd Floor

SCALE: 1:150

ARCHITECT:
 F. T. KHAREGHAT

PROPOSED LAYOUT FOR CORPORATE PARK
 AT CHEMBUR

City, Bombay.
 1955
 of Income-tax,
 City, Bombay.

by post

[Handwritten signature/initials]

For M/s. Summer Villa
 Mumbai

7 7 7 7 7

संयुक्त बर
शत १९८५
९०
बाजपय्या
हवाई जाने कार्याल
114 DE

ANNEXURE - 'D'

BUILDING SPECIFICATION AND AMENITIES

1. The Building shall be of reinforced cement concrete frame structure.
2. External finishing with Granite fixed with clamps.
3. Wall span with tinted Gales with Aluminium Frame or with such other curtain wall glazing.
4. Staircase and Staircase walls in Citu.
5. Lifts of Otis Elevator Co.
6. Flooring shall be paved with ceramic tiles or with such other material.
7. Sanitary block in each unit, with Dodo of 7" glazed tiles or spartak tile. All pipe fitting in sanitary block will be concealed.
8. Copper Electrical Wire fitting in the building.
9. Telephone conduct will be laid in each unit.
10. Underground and overhead water tank with electric water pump.
11. Airconditioning : Each wing with separate A.C. Package Unit.
12. The entire space has been literally designed like a 'Parke with flower beds, totem poles, checkered tile paving and lawns, with adequate parking facilities.



~~XXXXXXXXXX~~
D. M. C.
~~XXXXXXXXXX~~

दुय्यम

श्री-१५०
विशेषज्ञ
१० मार्च
१९८५
५/११/८५

रस
तथाका
क-रस

(१) श्री-
०५५
(२) श्री-
५/११/८५

114 DEC 1

बहुमूल्य पत्र १७०९७ - २५६९

अल्पसमाप्ते की मिलाकी

दिनांक १९८५

१०० कोरस

बाजण्याचे दस्तऐवज दुर्योधन मिबंधक

मुंबई गाणे कार्यालयात हजर केला

114 DEC 1995

गोंदणी	१०,०००
शेरे	१०
मयकले	१०
बाक	१०
बांधणे	१०
हजपात	१०
धातू	१०
हाईलिट	१०
प्याल	१०

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दुर्योधन मिबंधक मुंबई

अपिलाची मुसवणी करण्याचे निवेदन
सर्व अधिकार वरत



श्री - दिवाकर मधुसूदन गावकर वरिष्ठ ५२ वर्षीय
जिल्हादारी रा. १० ब्रुक्स फार्मा सिटी कलस लि.
१० मा. का. भागा. मार्ग. ब्रुक्स वरिष्ठ ५२ वर्षीय
स. म. व. सि. ग. डायरेक्टर ऑफ प्रोसेसिंग म. १२
फार्मा सिटी कलस लि.

दस्तावेज करण वेंचान

साठवण

तथाकथित

करण वेंचानचे वृत्त उपसहाय

- १) श्री - सुकेश जी गोकार रा,
४३ ५५. आ. रा. मुंबई - ८
- २) श्री - दिवागंद वसवती गोकार
रा. १० ब्रुक्स फार्मा सिटी कलस लि. मुंबई ९

द. दा. वराल दस्तावेज करण
दस्तावेज वरिष्ठ असल्याचे सांगितले
व द्याची ओळख देतात.

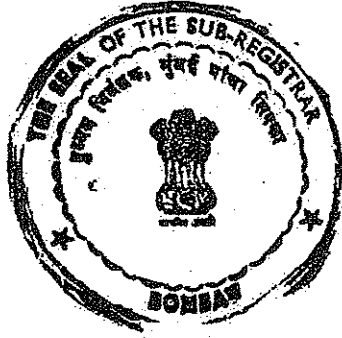
१) M. M. Jain

२) M. M. J. J.

114 DEC 1995

[Redacted signature]

Handwritten notes in Devanagari script at the top left corner.



PBBJ 2661/95
Registered No. at Pages 166 to 186
B.S.R.No.5
Volume 1853 of Additional Bk.
No. L
Date 3-1-1996

Sub-Registrar of Bombay
exercising all the power of
a Registrar except that of
bearing appeals.

Handwritten notes in Devanagari script on the left side, including the word 'पान' (Pan) and 'मिशन' (Mission).



Handwritten notes in Devanagari script at the bottom left, including the words 'वर्क' (Work), 'मिशन' (Mission), and 'पहल' (First).

Handwritten signature and a line of text at the bottom left corner, which appears to be a partial repetition of the official title.

2449 199
34
DATED THIS 30th DAY OF Oct 95

M/S BETWEEN

M/S. SUMMER VILLE INVESTMENTS

201, Commerce house, 140, N. Master Road,
Fort, Bombay-400 023. Tel. 262 3953-54.

10 _____ Developers

AND

Mr./Mrs./M/s. Boots Pharmaceuticals

Address 1 F. R. Keshari Marg.

Ballard Estate

Bombay 400 038

Res: _____

Phones: _____

Off: _____

_____ Purchaser

166 to 186
1853 BSR

AGREEMENT FOR SALE OF

Bungalow/Premises/Unit No. 4

Got 1st floor
On _____ Floor in

Corporate Park

810 Trombay Road, Chembur,
Bombay-400 075

4 JAN 1996

ADVOCATES & SOLICITORS

M/s. KANGA & CO.

Readymoney Mansion,
Veer Nariman Road, Fort,
Bombay-400 023.

Agreement for sale
8.22.15000 ✓
20.10.95

CD
82.21,500 ✓
28.8.95

Mr. V. tuberkh...

10000
130
10130 ✓
30-70 ✓
955 ✓
9543 ✓
3-9 ✓

34
274

(H)