

AGREEMENT FOR SALE

in respect of

Unit/Basement/Garage/

Car Parking Space No 107 on 1st Floor

in

**T V INDUSTRIAL ESTATE**

On Plot No. 248 (A) Worli Scheme 52, C. S. No. 1/1629  
at the Junction of Sudam Kalu Ahere Marg &  
Worli Road, BOMBAY.

BUILDERS

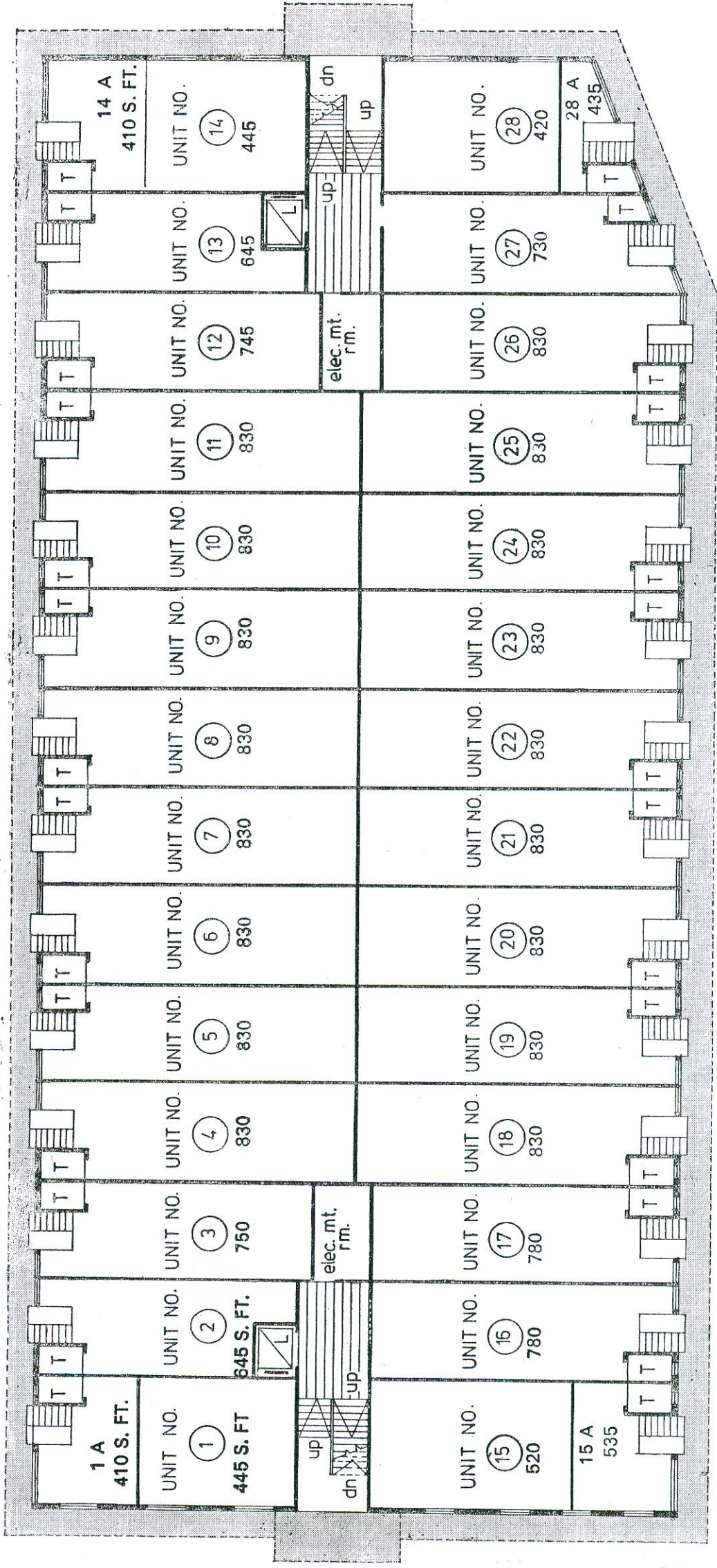
**WORLI INDUSTRIAL  
PROPERTIES (P) LTD.**

28, Rampart Row  
Ashok Kumar House,  
Fort, BOMBAY-400 001





Sudam Kalu Ahere Marg

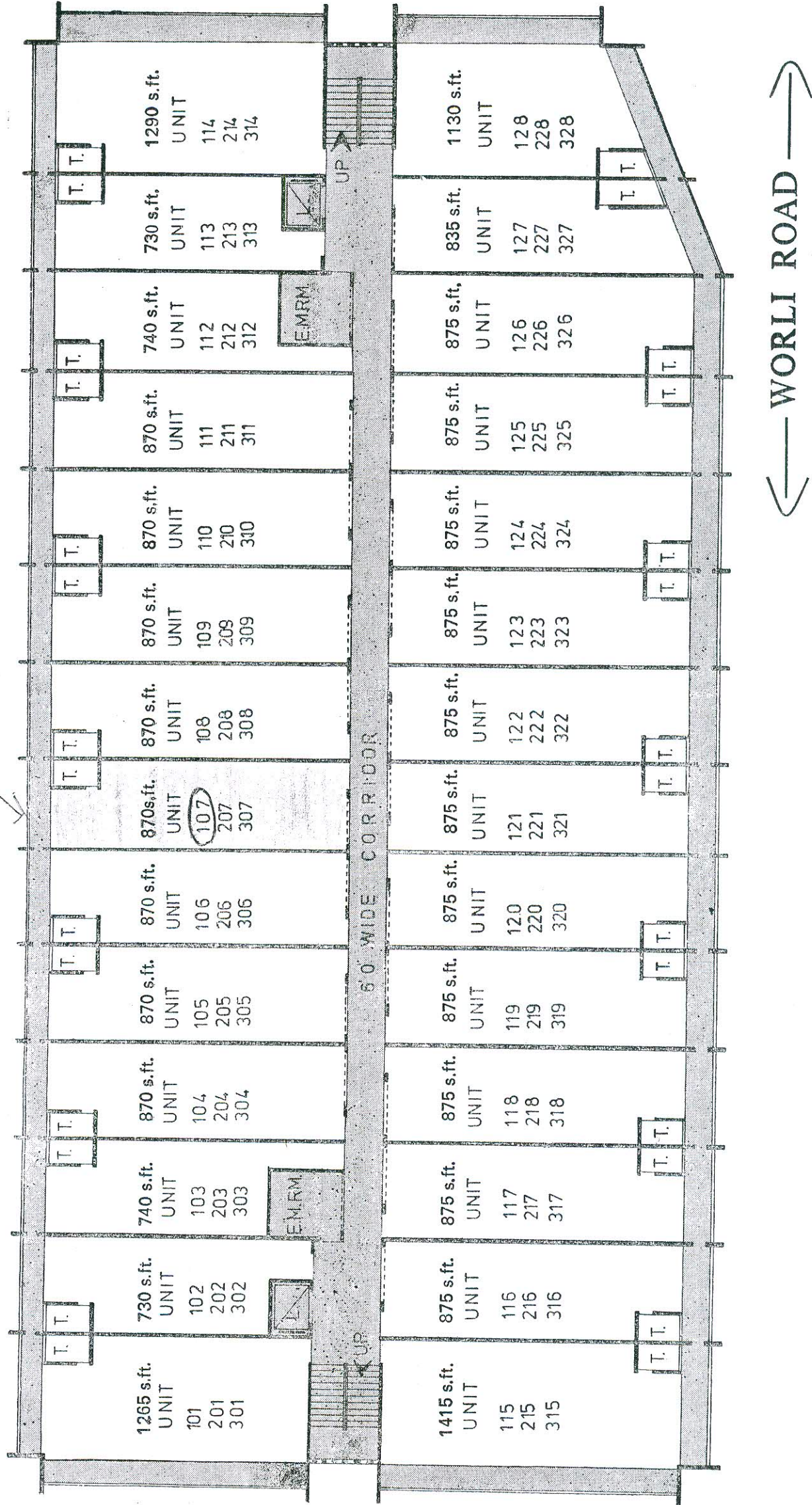


← WORLI ROAD →

GROUND FLOOR PLAN

# "T. V. INDUSTRIAL ESTATE" WORLI





TYPICAL FIRST TO THIRD FLOOR PLAN  
 "T. V. INDUSTRIAL ESTATE" WORLI





AGREEMENT made and entered into at Bombay this <sup>24<sup>th</sup></sup>.....  
day of <sup>MAY</sup> ~~MAY~~ 1980. One thousand Nine hundred and Seventy-  
nine/Eighty BETWEEN: MESSRS. WORLI INDUSTRIAL  
PROPERTIES PRIVATE LIMITED, a Company incorporated and  
registered under the Indian Companies Act, 1956 having its Regis-  
tered Office at Ashok Kumar House, 28 Rampart Row, 1st floor, Fort,  
Bombay-400 001 hereinafter called "the Party of the First Part"  
(which expression shall, unless it be repugnant to the context and  
meaning thereof, mean and include its successors and assigns) of  
the ONE PART; AND M/s./SHRI/SMT/KUMARI INDIAN SOLVENTS &  
PACKAGING AND INTERNATIONAL IMEX AGENTS

hereinafter called  
"the Party of the Second Part" (which expression shall, unless it be  
repugnant to the context and meaning thereof mean and include his/  
their/her heirs, executors, administrators and assigns) of the OTHER  
PART;

## WHEREAS :

- (a) By an Indenture of Lease dated 31st day of March 1975, M/s. Gujarat Machinery Manufacturers Limited, hereinafter referred to as "the Landlord" have demised unto the Party of the First Part the piece or parcel of lands ad-measuring about 5113 square yards equivalent to 4275.13 square metres being part of Plot No. 248 of Warli Estate, of the Bombay Municipal Corporation in the City and Island and Registration Sub-District of Bombay and more particularly described in the First Schedule hereunder written ; on the terms and conditions contained in the said Indenture of Lease. A copy of the Indenture of Lease dated 31st day of March 1975 is annexed hereby and marked as Annexure No. I ;
- (b) The Party of the First Part in possession of the said plot of land more particularly described in the First Schedule hereunder written ;
- (c) The Party of the First Part is constructing a building known as "T. V. INDUSTRIAL ESTATE" on the said plot of land consisting of basement, ground and upper floors, as may be permitted by the Municipal Corporation of Greater Bombay, having separate self-contained set of premises and also garages and car parking spaces (hereinafter called "the said building") to be used as may be permitted by the Municipal Corporation of Greater Bombay or by the relevant authorities ;
- (d) The said building is being constructed by the said Party of the First Part with the intention of giving and/or allotting and/or disposing of the said self-contained set of premises to the intending share-holders of the Party of the First Part ;
- (e) The monthly rent in respect of the said plot of land as per the terms and conditions of the said Indenture of Lease is Rs. 33,572/- (Rupees Thirty three thousand Five hundred and Seventy-two only) and the term of the Lease is 98 years from the 1st day of April 1975 ;
- (f) The Party of the First Part will enter into separate agreements with various persons and/or parties who agree to take and/or acquire such premises on the same terms and conditions as are herein contained save and except the prices thereof and the amount of deposit and outgoing and costs payable by such person/persons ;



- (g) The Party of the First Part will take necessary steps under the Companies Act 1956 to convert themselves into a Public Limited Company after all the premises are allotted and the purchase consideration so received from the shareholders by the Party of the First Part and thereafter the Party of the First Part shall allot five Ordinary shares of Rs. 100/- each in favour of the Party of the Second Part ;
- (h) A copy of the certificate of title dated 31-3-1975 of Messrs. Ambubhai & Diwanji, Attorneys-at-Law, Bombay-400 001 certifying the title of the Party of the First Part to the said plot of land is annexed hereto and marked as Annexure No. II ;
- (i) The Party of the Second Part has agreed to take and/or acquire from the Party of the First Part ~~basement/unit/garage/car parking space~~ No....107....on floor No. 1st....of the said Building at the price and on other terms and conditions herein contained. The premises hereby agreed to be acquired by the Party of the Second Part is shaded Red on the Plan hereto annexed ;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS —

1. The Party of the First Part shall complete the construction of the said Building on the said Plot of land consisting of separate and self-contained set of premises as also garage/car parking spaces in accordance with the plans specifications and designs seen and approved of by the Party of the Second Part with such variations and modifications as the Party of the First Part may deem fit hereinafter. The party of the Second Part hereby agrees and/or in any event shall be deemed to have agreed to such variations and modifications.

2. The Party of the Second Part hereby agrees to take and/or acquire unit bearing No...107....on...1st....floor and Basement garage/car parking space No.....(hereinafter referred to as "the said premises") of the said Building to be constructed on the said Plot of land as aforesaid for an aggregate sum of Rs.60,900/-.... (Rupees Sixty thousand Nine hundred only) only which includes consideration in the undivided impartible interest in the said plot of land.

3. The Party of the Second Part agrees to discharge the aforesaid considerations as under :—

- (a) Rs.30,000/- (Rupees THIRTY THOUSAND ONLY only) being 30% of the said consideration on or before execution hereof ; 15000 + 15000

(1) CB DD - 83562 OF THE LAKSHMI COMMERCIAL BANK LTD.  
DATED - 24-5-80.

(2) CB DD - 88462 OF THE LAKSHMI COMMERCIAL BANK LTD.  
DATED - 24-5-80.

(b) The balance within 7 days of the Party of the Second Part receiving a notice from the Party of the First Part demanding payment in the manner following :—

1. Rs. ~~20,000/-~~ <sup>20,000/-</sup> being approximately 20% on completion of the First Floor slab;  
*1st week of July-80*
2. Rs. ~~.....~~ being approximately 20% on completion of Second Floor slab;
3. Rs. ~~.....~~ being approximately 20% on completion of the Third Floor slab;
4. Rs. ~~10,900/-~~ <sup>10,900/-</sup> being 10% when the premises are ready for use and occupation;  
*Possession.*

4. The Party of the Second Part hereby agrees and covenants with the Party of the First Part to pay the above instalments on their respective due dates, time being the essence of the contract. On failure of payment of any of the instalments as provided herein or any breach being committed on the terms and conditions herein contained or for non-observance thereof the Party of the Second Part, the Party of the First Part shall have an option to terminate this Agreement in which event all the amounts paid by the Party of the Second Part shall stand forfeited and the Party of the Second Part shall have no claims against the Party of the First Part and the Party of the First Part shall without prejudice to any other rights they may have against the Party of the Second Part including rights to claim damages, be entitled, to dispose off the said Premises.

5. The Party of the First Part shall deliver possession of the said Premises to the Party of the Second Part on completion of the Building and the Party of the First Part obtaining a completion certificate from the relevant authorities provided the Party of the second Part shall have paid to the Party of the First Part all the amounts due and payable under this Agreement and shall have executed all the necessary documents for possession required to be executed prior thereto. The Party of the Second Part shall have no claim whatsoever against the Party of the First Part as to any item of work or construction or otherwise in respect of the said premises and claim, if any, shall be deemed to have been waived.

6. The possession of the said Premises shall be delivered by the Party of the First Part to the Party of the Second Part on or before 30-9-1980. The Party of the First Part shall not incur in any liability if it is unable to deliver possession of the said Premises by the date aforesaid if the completion of the said Building is delayed by reason of non-availability of steel and/or cement or by reason

of war, force-majure, civil commotion or any Act of God or if non-delivery of possession is as a result of any ordinance, notice, order, rule or notification of the Government and/or any other Public authority.

7. The Party of the Second Part agrees to pay from the date of the obtaining of the completion certificate as aforesaid the proportionate share as may be determined by the Party of the First Part of all the outgoings in respect of the said plot of land and the said building including Ground Rent, insurance, Taxes, common light, sanitation, salaries of clerks, bill collector's chowkidars, Liftmen, sweepers etc. and all other expenses necessary and incidental to the maintenance and upkeep of the said plot of land and the said building. The party of the second part on or before the possession of the said premises shall deposit with the Party of the First Part a sum of Rs. .... as particularised below inter alia as a Security for the due compliance by the Party of the Second Part of the obligation under this Agreement. It is specifically agreed that until the final assessment of Municipal taxes in respect of the said Plot of land and the said Building, the Party of the Second Part agrees that from the aforesaid date they shall regularly pay proportionate Municipal taxes and other incidental outgoings every month in advance to the Party of the First Part.

Particulars of deposit of Rs. 4850/-

(a) Rs. 500/- being the capital contribution ;

(b) Rs. 4350/- at the rate of Rs. 5/- per square foot as advance against Municipal Taxes and other expenses.

8. The Party of the Second Part hereby agrees to reimburse the Party of the First Part the proportionate Municipal taxes, deposits paid to Bombay Municipal Corporation (Ward Office Estate), cost of electric power cable connections and water connection charges incurred by the Party of the First Part. The Party of the Second Part doth hereby agree to accept the amount determined by the Party of the First Part as payable by the Party of the Second Part with regard to the aforesaid charges.

9. The Party of the Second Part shall not let, sub-let, transfer, assign or part with the possession of the said premises, transfer, or assign the benefit of this Agreement till all the amount due and payable to the Party of the First Part hereinabove are paid in full and without the previous consent in writing of the Party of the First Part in that behalf.

10. No such transfer or assignment as mentioned in the preceding clause hereto shall be made by the Party of the Second Part unless it is of the entire premises.
11. The Party of the Second Part shall use the said Premises for the purpose for which it is agreed to be acquired and as may be permitted by the Municipal Corporation of Greater Bombay.
12. The Party of the First Part shall be entitled to a lien and a charge on the said Premises in respect of any amount due and payable by the Party of the Second Part under or in pursuance of this Agreement.
13. The Party of the Second Part shall not be entitled to claim a partition of his/her/their share in the said plot of land and/or the said building and the same shall always remain undivided and impartible.
14. The Party of the First Part doth hereby covenant with the Party of the Second Part that subject to the Party of the Second Part paying all the dues payable under or in pursuance of this agreement and observing and performing all the other terms and conditions to be observed and performed by the Party of the Second Part, the Party of the Second Part shall peacefully hold and enjoy the said premises without any interruption by the Party of the First Part or any person lawfully claiming through, under or in trust for them.
15. The Party of the Second Part hereby declares that prior to the execution of this agreement, the Party of the Second part has been satisfied about the title of the Party of the First Part to the said plot of land and it is agreed that the Party of the Second Part shall not be entitled to further investigate the title of the Party of the First Part and any requisition and obligation shall not be raised on any matter relating thereto.
16. The Party of the First Part shall provide in the said Building the amenities more particularly described in Annexure No. III hereto annexed.
17. It is specifically agreed and declared that the Party of the First Part shall have a right to construct additional floors on the said building and/or additional building and/or buildings and/or additional structure and/or structures on the said plot of land as may be permitted from time to time either in pursuance of the floor space index that is now available or that may hereafter be available in respect of the said plot of land for any reason whatsoever by the relevant authorities and dispose off the same in such manner and on such terms and conditions as the Party of the First Part

may in their discretion think fit and proper. The Party of the First Part alone shall be entitled to the consideration or price thereof.

18. Upon completion of the said Building and after the Party of the First Part shall have disposed off all the premises in the said Building and shall have received the entire consideration thereof from the various parties or persons who may have agreed to take or acquire such premises including the Party of the Second Part herein, the Party of the First Part shall admit the Party of the Second Part as a member of the Party of the First Part by allotting to the Party of the Second Part equity shares in the capital of the Party of the First Part of the face value of Rs. 500/- which the Party of the Second Part hereby agrees to subscribe within 7 days from the receipt of the notice in that behalf from the Party of the First Part. The Party of the First Part declares that all the parties or persons who shall have agreed to acquire the premises in the said building shall similarly be admitted as members of the Party of the First Part.

19. The Party of the Second Part agrees and covenants that as a member of the Party of the First Part, the Party of the Second Part shall observe the rules and regulations which may from time to time be adopted by the Party of the First Part for regulating the user, protection and maintenance of the said Building and the interest of members thereof. The Party of the Second Part further agrees and covenants to contribute punctually the proportionate share of the Party of the Second Part towards the expenses that may be incurred for maintenance and up-keep of the said plot of land and the said Building.

20. Notwithstanding the provisions of clause (18) hereinabove the Party of the First Part shall be entitled to in their absolute discretion to form a Co-operative Society and/or a Limited Company and/or an Incorporated Body of the parties or persons who may have agreed to take and/or acquire premises in the said building in which event the Party of the Second Part shall along with such other parties or persons join the party of the First Part in forming such a Co-operative Society and/or Limited Company and Incorporated Body, and becoming members thereof. The Party of the First Part shall in such event execute an Assignment of the said plot of land and the building agreed to be constructed thereon in favour of such Co-operative Society or Incorporated Body within six months from the date on which the said building is completed provided further the Party of the First Part shall have been paid full consideration from all the parties or person who may have agreed to take or acquire the premises in the said Building including the Party of the Second Part herein. Provided

further that notwithstanding the execution of the Assignment by the Party of the First Part in favour of such Co-operative Society or Incorporated Body, the Party of the First Part alone shall remain the owners of or be entitled to the undisposed self-contained premises and garages in the said building at the time of such Assignment or which may be constructed by the Party of the First Part pursuant to clause (17) hereof either before or after the said Assignment has been executed.

21 The Party of the Second Part doth hereby agree to pay to the Party of the First Part the charges and expenses of and incidental to this agreement and the proportionate costs, charges and expenses incurred by the Party of the First Part in respect of the formation of the Cooperative Society or Incorporated body as aforesaid and of anything to be done hereunder and of the assignment in respect of the said Plot and the Building and the proportion of costs determined by the Party of the First Part to be payable by the Party of the Second Part shall be final and binding upon the Party of the Second Part. The Party of the Second Part shall on the execution hereof pay to the Party of the First Part a sum of Rs.500/- towards the costs of this Agreement and shall pay such further amounts as may be required from time to time.

22. If The Party of the First Part are not able to give possession of the said premises to the Party of the Second Part due to circumstances beyond the control of the Party of the First Part then in that event the Party of the Second Part shall not be entitled to any damages but shall be entitled to refund of the amount that may have been paid to the Party of the First Part hereunder with simple interest at 9% per annum.

23. All notices to be served as per terms of the agreement on the Party of the Second Part shall be deemed to have been duly served if they are sent to the Party of the Second Part by Reged. Post at the following address :

INDIAN SOLVENTS & PACKAGINGS,  
 AND  
 INTERNATIONAL EXIM AGENTS,  
 8 - Press Court - CHURCHGATE -  
 BILGAOJI DO.

24. Any delay or indulgence on the part of the Party of the First Part in enforcing the terms and conditions of the Agreement or forbearance or grant of the time to the Party of the Second Part shall not be considered as a waiver on the Part of the Party of the First

Part of the breach of any of the terms and conditions of this agreement nor shall such waiver in any way prejudice the rights of the Party of the First Part hereunder.

25. This Agreement shall be registered under the provisions of the Registration Act by the Party of the Second Part and the Party of the Second Part will inform the Party of the First Part in writing the number under which it is lodged and the Party of the First Part will attend the Sub-Registry and admit execution thereof.

26. The Party of the Second Part shall pay brokerage at the rate of two per cent to Messrs.....  
.....  
.....

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

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land containing an area of 5113 square yards equivalent to 4275.13 square metres or thereabouts and 5112 square yards equivalent to 4274.30 Square metres or thereabouts as per previous documents on and being part of Plot No. 248 of the Worli Estate of the Bombay Municipal Corporation in the City and Island and Sub-Registration District of Bombay and bounded ON the NORTH by 40 feet wide public road, ON the EAST by Plot No. 249 of the said Worli Estate in occupation of the Metal Box Company of India Limited, ON the SOUTH by the remaining portion of the said Plot No. 248 and beyond the property partly by Century Mills Chawls and partly by Worli Wireless Station and ON the WEST by 40 feet wide public road and which piece of land forms portion of New Survey Nos. 3050 and 3051 and bears Cadastral Survey No. 1/1629 of Lower Parel Division and is assessed by the Assessor and Collector of Municipal Rates and Taxes under G Ward Nos. 1471 and 1472(1) Street Nos. 470 and 471.

SIGNED SEALED AND DELIVERED by the withinamed Party of the First Part MESSRS. WORLI INDUSTRIAL PROPERTIES PRIVATE LIMITED, in the presence of. ....

*R. N. T. S. A.*

For WORLI INDUSTRIAL PROPERTIES PVT, LTD.

*Ch. S. Bhatt*

DIRECTOR.

*208-B. Lower Court  
S. V. Road  
Andheri (W)*

FOR INDIAN SOLVENTS AND PACKAGING

*Atanar*

PROPRIETOR

SIGNED SEALED AND DELIVERED by the withinamed Party of the Second Part Shri/Smt. Kum.

FOR INTERNATIONAL INEX AGENTS.

*Pril Mathur*  
PROPRIETOR

in the presence of.

*P. K. Ashu*

*510 Mansarovar Bldg,  
Mount Pleasant Rd,  
Bombay-6*



ANNEXTURE No. I

THIS INDENTURE made at Bombay this 31st day of March One thousand Nine hundred and Seventy-five BETWEEN : GUJARAT MACHINERY MANUFACTURERS LIMITED, a Company registered under the Companies Act I of 1956 and having its Registered Office at Vithal Udyog Nagar Karamsad Gujarat here inafter called "THE LESSORS" (which expression shall where the context so admits include their successors and assigns) of the ONE PART; AND WORLI INDUSTRIAL PROPERTIES PRIVATE LIMITED a Company registered under the Companies Act I of 1956 and having its Registered Office at Rampart Row, ASHOK KUMAR HOUSE, Fort, Bombay-400 001 hereinafter called "THE LESSEES" (which expression shall where the context so admits include their successors and permitted assigns) of the OTHER PART ;

WHEREAS :

- (i) By an Indenture of Lease dated the 4th day of March 1947 (hereinafter referred to as "the said Lease") and

expressed to be made between the Municipal Corporation of the City of Bombay (as then called) (hereinafter called "the Corporation") of the First Part, Bhailal Khushaldas Patel the then Municipal Commissioner for the City of Bombay (therein and hereinafter called "The Commissioner") of the Second Part, and Hiralal Amritlal Shah (hereinafter referred to as "the Confirming Party") of the Third Part and Shantilal Hiralal Shah. Vasant Hiralal Shah and Kantilal Hiralal Shah (hereinafter referred to as "the Original Lessees") of the Fourth Part and registered in the office of the Sub-Registrar of Assurances at Bombay under serial No. 1796 of Book No. I on 6th May 1947 the Corporation at the request and by the directions of the Confirming Party demised and the Commissioner and the confirming Party confirmed unto the said Original Lessee all that piece of land containing an area of 11,665 square yards equivalent to 9751.94 square metres or thereabouts being Plot No. 248 of the Worli Estate of the Corporation in the City and Island of Bombay and delineated on the plan thereof hereto annexed being thereon shown by a green coloured boundary line and more particularly described in the First Schedule hereunder written (hereinafter called "the said Plot of land") to hold the same unto the Original Lessees as tenants in common from 7th day of January 1939 in perpetuity at the yearly rent of Re. 1 and otherwise upon the terms and conditions set out therein;

- (ii) The Original Lessees at their own costs and expenses constructed on the said Plot of land various buildings and structures for the purpose of carryng on their business;
- (iii) The Original Lessees with the sanction of the Corporation now called "the Municipal Corporation of Greater Bombay" sub-divided the said Plot of land into two parts first part admeasuring 5112 square yards equivalent to 4275.13 square metres or thereabouts and more particularly described in the Second Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by a red coloured boundary line and indicated with the words "Plot A" (hereinafter called "the said Plot A") and the other part admeasuring 6552 square yards equivalent to 5476.33 square metres or thereabouts and more particularly described in the Third Schedule hereunder written and

delineated on the said plan hereto annexed and thereon shown surrounded by a yellow coloured boundary line and indicated with the words "Plot B" (hereinafter referred to as "Plot B");

- (iv) Prior to 1st April 1973 the Original Lessees were carrying on business in partnership in the firm name and style of Messrs. H. A. Shah and Co. Messrs. Vasant Vijay Mills and Messrs. Vasant Industrial and Engineering Works and as such were absolutely seized and possessed of the said Plot A together with the buildings and structures standing thereon and more particularly described in the Second Schedule hereunder written subject to the terms and conditions of the said Lease;
- (v) The said Kantilal Hiralal Shah one of the Original Lessees (hereinafter referred to as "the Retiring Partner retired from the said three firms from 31st March 1973 on the terms and conditions contained in the Deed of Retirement and Dissolution dated 26th June 1973 made by and between the said Original Lessees ;
- (vi) By the said Deed of Retirement and Dissolution dated 26th June 1973 it was agreed and declared that the said Shantilal Hiralal Shah and Vasant Hiralal Shah two of the Original Lessees (hereinafter referred to as "the Continuing Partners") had taken over all the assets of the said three partnership concerns including the said Plot A together with the buildings and structures standing thereon and more particularly described in the Second Schedule hereunder written ;
- (vii) Thus the Retiring partner relinquished all his right, title and interest in the said Plot A together with the buildings and structures standing thereon and more particularly described in the Second Schedule here under written ;
- (viii) By an Indenture of Assignment dated 30th day of March 1974 and made between the said Shantilal Hiralal Shah and Vasant Hiralal Shah the said Continuing Partners (therein referred to as the First Assignors) of the First Part, the said Kantilal Hiralal Shah the said Retiring Partner (therein referred to as "the Second Assignor") of the Second Part and the Lessors of the Third Part and lodged for registration with the Sub-Registrar of Assurances at Bombay under S. No. 1753 of 1974 the First Assignors and the Second Assignor being the Continuing

Partners and the Retiring Parter respectively did transfer, unto the Lessors all that piece or parcel of land admeasuring 5112 square yards equivalent to 4275.13 square metres or thereabouts situate on and being part of Plot No. 248 of the Worli Estate of the Corporation in the Registration Sub-District of Bombay and more particularly described in the Second Schedule hereunder written for the consideration therein mentioned ;

- (ix) The Lessors have agreed to grant a lease to the Lessees of the said plot a more particularly described in the Second Schedule hereunder written in the manner hereinafter appearing ;

NOW THIS INDENTURE WITNESSETH as follows :

1. In pursuance of the said agreement and in consideration of the expenses to be incurred by the Lessees in erecting upon the said land hereby demised the building now standing thereon and of the rent and the lessees' covenants hereinafter reserved and contained the lessor doth hereby sub-demise unto the Lessee ALL THAT piece or parcel of land or ground situate at Worli in the City and island and Registration Sub-District of Bombay containing by admeasuring 5112 square yards equivalent to 4275.13 square metres or thereabouts and more particularly described in the Second Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon surrounded by a red coloured boundary lines TOGETHER WITH the rights, easements, and appurtenances there TO HAVE AND TO HOLD the said piece or parcel of land or ground unto the Lessees for the term of 98 years commencing from 1st day of April 1975 YIELDING and PAYING therefor during the said term the monthly rent of Rs. 33,572/- (Rupees Thirty-three thousand five hundred Seventy-two) only clear of all deductions to be paid in advance every month on or before the 5th day of every month and also YIELDING and PAYING to the Lessors in the event of and immediately upon the said term being determined by re-entry under the povisions herein contained or otherwise a propertionate part of the rent for the time being payable under the provisions hereof for the fraction of the current month upto the date of such re-entry and upon condition of the performance and observance of the covenants on the part of the lessees herein contained PROVIDED HOWEVER that till 30th day of September 1976 the Lessees shall pay a nominal rent of Re. 1/- per annum.

2. The Lessors shall give possession of the demised premises in two phases as per plan marked X and hereto annexed.

3. The Lessees with intent to bind all persons into whosoever hands the demised premises may come do hereby to the intent that the obligations may continue throughout the term hereby created covenant with the Lessors as follows :—

- (i) During the said term to pay without any deduction to the Lessors in Bombay the rent hereinbefore reserved on the days and in the manner aforesaid ;
- (ii) To bear pay and discharge all rents, rates, taxes, assessments, dues, duties, impositions outgoings, burdens and charges whatsoever which are of the Government or of the Municipality or of any local or other body or authority which are now or may at any time hereafter during the said term be assessed, charged or imposed upon the said premises or any part thereof or on the building or erections thereon or on the Lessors or on the Lessees or on the owner or occupier of the same in respect thereof ;
- (iii) The Lessees shall at their own costs within a period of thirty months from the dates of their being put in possession of the said respective portions as provided in Clause 2 hereof erect cover in and complete fit for immediate occupation in a substantial and workman like manner with the best materials of several kinds on the said land a building or buildings with proper drains, sewers and appurtenances. The Lessees shall expend in the said building for materials and labour alone at cost price an aggregate sum of not less than Rs. 30,00,000 (Rupees Thirty Lakhs only) within the said period of thirty months and shall satisfy the lessors or their Surveyor of their having spent the said sum on such building or buildings.
- (iv) The Lessees shall in the erection and completion of the said buildings do all acts and things required by and perform the works conformable in all respects with the provisions of the statutes applicable thereto and with the bye-laws and regulations of the statutes applicable thereto and with the bye-laws and regulations of the Bombay Municipality or any other public body local or other authority having jurisdiction to regulate the same and shall pay and keep the Lessors indemnified against all claims for the fees charges fines penalties and other payments whatsoever which during the progress of the works may become payable or be demanded by the said authorities in respect of the said works or of anything done under the authority herein

contained and shall generally and from time to time discharge and pay as from the date of their being given possession of the respective portions as aforesaid all claims assessments outgoings rents rates municipal taxes and all other dues imposition and burdens at any time hereafter chargeable against an owner or occupier by statute or otherwise in regard to the said land or any building thereon as and when they shall fall due and shall keep the Lessors indemnified from and against the same.

- (v) The Lessees shall not at any time cause or permit any public or private nuisance in or upon the said land or anything which shall cause unnecessary annoyance inconvenience or disturbance to the Lessees or to the occupants of the neighbouring houses.
- (vi) The Lessees shall not sell or dispose of any earth, clay, gravel or sand from the said land nor shall any of the same be removed except so far as shall be necessary for the execution of the said works by the Lessees. The Lessees may use for the purposes of the said works any of the before mentioned substances or materials which may be excavated in the proper execution of such work.
- (vii) The Lessors their agents and surveyors shall have the right at all reasonable times to enter upon the said land to view the state and progress of the said works and for any other reasonable purpose including the construction, repairing or cleaning any sewer or drains from any adjoining lands.
- (viii) The Lessees shall when demanded deposits and shall keep deposited with the Lessors a sum of Rs. 1,00,000/- (Rs. one lac only) as security for due completion by the Lessees of the works and building hereby agreed upon and for the due performance and observance of the stipulations herein contained and on their part to be observed and performed and in case of any default on their part in the completion of the said works and building or buildings within a period of thirty months from the day on which the Lessors are put in possession of the respective portions as aforesaid they shall forfeit the said deposit.

- (ix) Not to use such portion or portions of the said premises as shall for the time being be unbuilt upon for any purpose whatsoever other than as a garden or open space or garages, water tank, Electric Sub-station or such other purpose as may be permitted by the Bombay Municipal Corporation without the previous consent in writing of the Lessors, which consent shall not be unreasonably withheld and not to place or store or permit to be placed or stored upon the land for the time being unbuilt upon or any part thereof any article or thing whatsoever which may interfere with the use of the said land as a garden or open space provided always that in the event of any dispute arising as to whether the placing or storing is an interference or not, the joint decision of the Architects of the lessors and the Lessees shall be final;
- (x) Not to pull down or alter or permit or suffer to be pulled down or alter any building or other erections at any time on the demised premises without the previous consent in writing of the Lessors which consent shall not be unreasonably withheld and at all times during the said term well and sufficiently to repair, cleanse, paint, including all usual and necessary external colour and white washing and to uphold maintain and keep in good and tenantable repair the said building or other buildings, walls, fences, sanitary conveniences and improvements and all other additions thereto and fixtures therein, and the walls, fences, roads, sewers, drains and appurtenances thereof with all necessary repairs and amendments and when for that purpose the state of the premises either by decay accidents or fire or otherwise shall so require or in case such building or structures or any part thereof be destroyed for any reason whatsoever to take down the same building or other buildings or such part thereof as may be required and to rebuild and erect again on the demised premises in such like good and substantial manner a similar building or other structure so that there shall always during the said term be upon the demised premises in such tenantable repair as aforesaid good and substantial building or buildings of the value of Rs. 30,00,000/- (Rupees Thirty lakhs only) to the satisfaction of the Architects of the Lessors and to continue to pay the rent hereby reserved notwithstanding any such destruction or damage by fire or otherwise to the demised premises and/or the building or buildings thereon;

- (xi) Once at least in every five years to paint all parts of the buildings and other structures on the demised premises as are usually painted and once in every three years to colour-wash such exterior and interior parts of the building and other structures as are usually colour-washed to the satisfaction of the Lessors;
- (xii) To permit the Lessors or their Engineer and all workmen or others employed by them at any time when occasion shall arise, at any time after 48 hours previous notice in writing to enter into and upon the demised premises and all buildings erected thereon at all reasonable times and to view the conditions thereof and of all defects and want of repairs therein found, to give or leave notice in writing on or at the said premises for the lessees to repair the same within 30 days next of such notice within which said time the Lessees shall repair and make good all such repair or want of repairs as aforesaid and also that if the Lessees shall at any time make default in the performance of any of the covenants herein contained for or relating to the repairs of the said building on the demised premises it shall be lawful but not obligatory for the Lessors (but without prejudice to the right of re-entry under Clause 4 hereinafter contained) to enter upon the demised premises and buildings and other structures thereon and repair the same at the expenses of the Lessees in accordance with the covenants and provisions of these presents and the expenses of such repairs shall be deemed to be rent in arrears and shall be repaid by the Lessees to the Lessors on demand PROVIDED THAT the Lessors their agents Surveyors, architects and engineers and all persons duly authorised by them shall have the right for any purpose at all reasonable times to enter upon such portion of the demised premises which shall be kept unbuilt upon without giving any notice as aforesaid;
- (xiii) To execute all works in connection with the demised premises in accordance with any statute applicable thereto and in accordance with the bye-laws and regulations of the local authorities;
- (xiv) To make maintain and keep in repair all drains sewers and gutters on and leading from the demised premises to the satisfaction of the Lessors and to the like satisfaction to lead all such drains into the drain or sewer in the road and at all times during the continuance of



this demised to observe and conform to all such rules of the Municipality of Bombay as may be in force and to all provisions relating to drains in the City of Bombay Municipal Act, 1888 and any Legislative Amendment or reamendments thereof and the bye-laws thereunder for the time being in force and to execute all such works as may be necessary thereunder and not to commit or permit or suffer to be committed any breach of the provisions, rules or bye-laws of the Municipality in connection with any building roads or other works in connection with the demised premises and at all times during the continuance of these presents at their own expenses to execute or cause to be executed all such works as are or may under or in pursuance of the provisions, rules or bye-laws be directed or required to be executed upon or in respect of the demised premises or the building thereon or the roads or otherwise in connection therewith whether by the Landlords, owner, tenant or occupier thereof;

- (xv) Throughout the said term to insure and keep insured against loss or damage by fire, if required by the Lessors in the joint names of the Lessors and the Lessees the building or buildings for the time being on the demised premises and all fixtures of an insurable nature from time to time erected or standing upon or fixed to the demised premises and/or the building thereon with the New India Assurance Company Limited at their full insurable value except the plinth and whenever requested to produce to the lessors the policy or policies for the time being in force and all the receipts, for the premia thereon for the current year and if any building, structure or fixture on the premises shall be destroyed or damaged by fire, then to lay out the moneys received under the insurance aforesaid in re-building and if the moneys aforesaid shall not be sufficient for that purpose to pay and make up the deficiency out of the Lessees's own moneys and not to do or permit or suffer to be done anything whereby any policy of insurance for the time being subsisting may become void or voidable or whereby any increased premium may become payable and in case at any time the said insurance shall be any means become void or voidable forthwith at their own costs effect a new insurance in lieu of such void or voidable insurance with the said New India Assurance Co. Ltd. in a sum not less than the amount foresaid

and in case the said premises shall not be kept insured as foresaid or the policies and receipts shall not be produced as aforesaid then and in such case, without prejudice to the proviso for re-entry, and of all other rights and remedies of the Lessors it shall be lawful for but not obligatory upon the Lessors to insure and keep insured the premises in a sum not exceeding the amount aforesaid and for such time as it thinks fit and to repay to the lessors on demand all sums paid by the Lessors for the purpose aforesaid and in case of non-payment thereof by the Lessees upon demand by Lessors, the amount so due by the Lessees shall be deemed to be rent in arrears and the Lessors may without prejudice to their other rights, distrain therefor on the demised premises and the buildings thereon;

- (xvi) To use the buildings on the demised premises for offices, industrial medical dispensary, nursing home, garage, show-rooms, restaurants and store-rooms or any other purpose which may be allowed by the Municipal Corporation of Greater Bombay and not to do or permit or suffer to be done on the demised premises and the buildings therein anything which may become injurious or offensive or cause nuisance to the Lessors or the owners or occupiers of the said premises or any other property in the neighbourhood;
- (xvii) Not to assign the demised premises and the buildings other structures standing thereon or any part thereof without the previous consent in writing of the Lessors first had and obtained which consent however shall not be unreasonably withheld in the case of any respectable or responsible and substantial party, PROVIDED ALWAYS that the Lessors shall not be bound to give their consent to any assignment of the demised or any part thereof in favour of a co-operative Housing Society or a joint Stock Company Limited by shares and being a Public Company unless such Co-operative Housing Society or Limited Company is in position to comply with the provisions of Clause 8 of these presents PROVIDED FURTHER that the Lessees shall be at liberty to sell portion of the said premises on ownership basis.
- (xviii) So often as the said premises to any part thereof shall by any such permitted assignment as aforesaid or by death or operation of law or otherwise however become

assigned or transferred for the whole of the term hereby granted to cause every deed or instrument of assignment or transfer and every probate of a will or Letters of Administration, decree, order, certificate or other documents effecting or evidencing the assignment or transfer to be left within a period of three calendar months after the date of such document and for seven days at least with the Lessors for the purpose of registration in the Lessors Books PROVIDED for the purpose PROVIDED ALWAYS that the time required in registering any document with the Sub-Registrar of Assurances shall not be included in computing the period aforesaid and in case the Lessors shall deem it necessary or advisable to take legal advice as to any such assignment or transfer to pay to the Lessors all costs, charges and expenses which the Lessors may incur in obtaining such advice ;

- (xix) At the expiration or sooner determination of the term hereby created to yield up the demised premises with all buildings and structures thereon and additions there to and all fixtures affixed thereto in such repair and condition as shall be in accordance with the covenants and conditions herein contained;
- (xx) To indemnify and keep indemnified the Lessors against all claims demands suits decrees or awards which may be brought or passed against the Lessors in respect of any interference by the buildings erected for the time being upon the demised premises with any easements or amenities appurtenant to the property of any person or persons adjoining or adjacent to the demised premises;

4. The Lessors hereby covenant with the Lessees that upon the Lessees paying the rent hereby reserved and performing and observing all the covenants and conditions and agreements herein contained on their part may hold possess and quietly enjoy the demised premises during the said term without any interference or disturbances by the Lessors or any other person or persons lawfully claiming under it or in trust for it.

5. Provided Always and it is hereby agreed and declared as follows :—

These Presents are upon the express condition that the Lessors may re-enter upon the demised premises and buildings and structures thereon in case if and whenever any part of the rent hereby reserved or any part thereof shall be in arrears and unpaid for a period of

90 days after the same shall have been demanded or if default shall be made in the performance or observance of any of the covenants, conditions or agreements on the part of the Lessees herein contained then and in any such case it shall be lawful for the Lessors or any person duly authorised by it in that behalf to enter into and upon the demised premises and the building and other structures standing thereon or any part thereof in the name of the whole and the same to have repossessed and enjoyed notwithstanding anything herein contained to the contrary and thereupon the demise and all the rights of the Lessees shall absolutely cease and determine without prejudice to any right of action or remedy of the Lessors under any of the covenants, provisions or agreements herein contained PROVIDED ALWAYS that no re-entry shall be made under the aforesaid power in respect of any of the breaches of the covenants herein contained and on the part of the Lessees to be observed and performed unless and until the lessors shall have given to the Lessees notice in writing specifying the covenants which are required to be complied with or carried out and default shall have been made by the Lessees to comply with or carry out the same for the space of 90 day after the service of such notice.

6. All approvals consents and notices to be given under these presents shall be in writing and any notice to be given to the Lessees under the terms of these presents or in connection with the demised premises and/or the buildings thereon shall be considered as duly served if the same shall have been delivered to, be left or posted addressed to the Lessees or their Agent or any one of the persons (should such person be more than one) to whom such notice should otherwise be given at the usual or last known place of residence or business in Bombay of the person to be served or at any part of the demised premises or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the demised premises.

7. The following Rules mentioned in Section 108 of the Transfer of Property Act 1882 shall not apply to the rights and liabilities of the parties under these presents viz. Rules (a), (b), (c), (e), (f), (g), (h), (j), (o) and (p).

8. In case at any time during the continuance of this demise the Lessees (except the present Lessees) shall be a Co-operative Society or a joint Stock Company Limited by shares then without prejudice to the Lessors' other right and remedies the following further provisions shall apply to the rights and liabilities of the Lessors and the Lessees respectively namely :—

- (i) Only such Co-operative Society or Limited Company shall be permitted to be a Lessee under these presents and to hold the sub-demised premises and the buildings

thereon as such Lessees as by its constitution has for its objects the acquiring and holding of the demised premises and the building and structures thereon and the objects of such Society or Company will be limited to obtaining and thereafter holding this lease and no other lease or leases and for no other purpose or objects;

- (a) That the rights of the member of such Society or Company in the property belonging to the Society or Company or otherwise shall be subject to the rights of the Lessors under and by virtue of the Lease and that all the rights reserved to the Lessors under this Lease shall be exercisable by the Lessors against such Society or Company and or the members thereof and their property as they would be exercisable against the Lessees themselves and against their property;
- (b) That the rights and remedies of the Lessors under this Lease will in no way be affected modified or negated by such society or Company being wound up or taken into liquidation and in the event of such Society or Company being wound up or taken into liquidation the liquidator shall not be entitled to deal with the property of such Society or the Company except subject to the rights and remedies hereunder of the Lessors;
- (c) That such Society or Company undertakes to keep and maintain in a separate account with the Maharashtra State Co-operative Bank or any other Schedule Bank throughout the period during which these presents shall remain in force and also throughout the period of the Lease which may be granted the sum of Rs. 50,000/- (Rupees Fifty thousand only) in cash or in Government Securities so that the same may be available for meeting any payments in respect of the amount of rent and other charges and payments payable to the Lessors as well as all the rent, rates, cesses, taxes, assessments dues, duties, impositions, outgoing, burdens and charges which are payable by the Lessees under the terms of these presents as also the expenses of repairs and all other outgoings for which the Lessees may be liable or responsible as provided in these presents (all which are hereinafter for brevity's sake referred to as "the said amount of rent rates, taxes, and other outgoings");

- (d) That the Lessors, shall be entitled without prejudice to all their other rights and remedies either by the appointment of a Receiver or otherwise to make available the said sum of Rs. 50,000/— (Rupees Fifty thousand) only or the investment in respect thereof and interest thereon for payment of the said amount of rents taxes and other outgoings;
- (e) In the event of breach of any of the terms and conditions of these presents the Lessors shall be entitled without prejudice to their other rights and remedies to appoint a Receiver or to get a Receiver appointed to take charge of the demised premises including the building and structure thereon with power to the Receiver to obtain vacant possession thereof and to reject any persons in occupation whether they claim to be flat-owners, licensees or otherwise as also the powers to receive from and enforce payment by all persons who may be or claim to be in occupation or claim to be interested in the premises or any part thereof on ownership basis or otherwise of the amount of compensation rates, taxes and other outgoings in respect of the demised premises and the buildings thereon :
- (f) That such Society or Company shall take all necessary actions and proceedings for the due and punctual payment of the amount of rent, rates, taxes and other outgoings in respect of the demised premises and all buildings and structures thereon and shall enforce all rights powers and authorities which it may be entitled to exercise for the purpose of prompt payment thereof from and by all persons who may claim to be interested on ownership basis or otherwise however or may be in occupation or claim or be in occupation or claim to be interested in any part of the premises on ownership basis or otherwise, howsoever;

IN WITNESS WHEREOF the Common Seals of the Lessors and the Lessees have been hereunto affixed the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land containing an area of 11,665 square yards equivalent to 9751.94 square metres or there-

abouts situate on and being Plot No. 248 of the Worli Estate of Bombay Municipal Corporation in the City and Island and Sub-Registration District of Bombay (now in the Registration Sub-District and District Bombay City and Bombay Suburban) and bounded on the NORTH by a 40 feet wide public road; ON the EAST by Plot No. 249 of the said Worli Estate in Occupation of the Metal Box Company of India Limited, ON the SOUTH partly by Century Mills Chawls and partly by worli Wireless Station and ON the WEST by 40 feet wide public road and which piece of land forms portion of New Survey Nos. 3050 and 3051 and bears Cadastral Survey No 1/1629 of Lower Parel Division and is delineated on the plan hereto annexed being thereon shown surrounded by green coloured boundary lines and is assessed by the Assessor and Collector of Municipal Rates and Taxes under G Ward Nos 1471 (1) Street No 470 and 471.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land containing an area of 5113 square yards equivalent to 4275.13 square metres or thereabouts and 5112 sq. yds. equivalent to 4274.30 sq. metres or thereabouts as per previous documents on and being part of Plot No. 248 of the Worli Estate of the Bombay Municipal Corporation in the City and Island and Sub-Registration District of Bombay and bounded ON the NORTH by 40 feet wide public road, ON the EAST by Plot No. 249 of the said Worli Estate in occupation of the Metal Box Company of India Limited, ON the SOUTH by the remaining portion of the said Plot No. 248 (i. e. Plot B described in the Third Schedule hereunder written) and beyond the property partly by Century Mills Chawl and partly by Worli Wireless Station and ON the WEST By 40 feet wide public road and which piece of land forms portion of New Survey Nos. 3050 and 3051 and bears (along with Plot B described in the Third Schedule hereunder written) Cadastral Survey No. 1/1629 of Lower Parel Division and is delineated on the plan hereto annexed being thereon shown surrounded by red coloured boundary lines and indicated with the words Plot A and is assessed (along with Plot B described in the Third Schedule hereunder written) by the Assessor and Collector of Municipal Rates and Taxes under G Ward Nos. 1471 and 1472(1), Street Nos. 470 and 471.

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land containing an area of 6562 square yards equivalent to 5478.33 square metres or thereabouts situate on and being part of Plot No. 248 of the Worli Estate

of the Bombay Municipal Corporation in the City and Island Sub-Registration District of Bombay and bounded ON the NORTH by Plot A described in the Second Schedule hereinabove written and beyond that by a 40 feet wide public road; ON the EAST by Plot No. 249 of the said Worli Estate in occupation of the Metal Box Company of India Limited, on the SOUTH partly by Century Mills Chawls and partly by Worli Wireless Station and ON the WEST by 40 feet public road and which piece of land forms portion of New Survey Nos. 3050 and 3051 and bears (along with Plot A described in the Second Schedule hereinabove written) C. S. No. 1/1629 of Lower Parel Division and is delineated on the plan hereto annexed being shown thereon surrounded by a yellow coloured boundary lines and indicated with the words Plot B and is assessed (along with Plot A described in the Second Schedule hereinabove written) by the Assessor and Collector of Municipal Rates and taxes under G Ward Nos. 1471 and 1472(1) Street Nos. 470 and 471.

THE COMMON SEAL OF GUJARAT )  
 MACHINERY MANUFACTURERS )  
 LIMITED has been here-unto affixed )  
 in the presence of )  
 Shri Jethabhai V. Patel. ) (Sd) J. V. Patel.

a Director of the Company and counter- )  
 signed by Rajnikant C. Nanavati. ) (Sd) R. C. Nanavati.  
 the Secretary of the Company who have )  
 in token thereof put their singnatures )  
 hereto affixed in the presence of )  
 K. M. Diwanji. )

THE COMMON SEAL of WORLI )  
 INDUSTRIAL PROPERTIES PRI- )  
 VATE LIMITED has been )  
 hereto affixed in the presence of )  
 Shri DINESH C. SHETH ) Sd/- Dinesh C. Sheth.  
 a Director of the Company who has )  
 in token thereof put his signature )  
 hereto in the presence of. )  
 K. M. Diwanji. )





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DATED THIS 31st DAY OF MARCH 1975.

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GUJARAT MACHINERY MANUFACTURERS LIMITED

AND

WORLI INDUSTRIAL PROPERTIES PVT. LTD.

INDENTURE OF LEASE

Messrs: **AMBUBHAI & DIWANJI**  
Attorneys-at-Law

ANNEXTURE No. II

**AMBUBHAI & DIWANJI**

SOLICITORS & NOTARIES

(Amalgamating M/s. Khandwala & Chhotalal and M/s. Ambubhai & Diwanji)

Telephones : 25 38 87 & 25 38 88  
25 38 40 & 25 35 04  
Tele. Add. : "REYWAL" BOMBAY

LENTIN CHAMBERS,  
DALAL STREET.  
FORT, BOMBAY-400 001.

Bank of India Bldg., Bhadra,  
Ahmedabad Associates  
Ambubhai & Diwanji  
Ahmedabad-1.

IN REPLY PLEASE QUOTE  
KMD : 75

TO WHOMSOEVER IT MAY CONCERN :

Re: Piece or parcel of land admeasuring 5113 sq. yds. equivalent to 4275.13 sq. m. or thereabouts being part of plot No. 248 of the Worli Estate of the Bombay Municipal Corporation bearing Cadastrol Survey No. 1/1629 of Lower Parel Division and assessed under G Ward Nos. 1471 and 1472 and Street No. 470 and 471.

THIS IS TO CERTIFY that we have investigated the title of Worli Industrial Properties (P) Ltd. to the above property and have caused the necessary searches taken of the record of the Sub-Registrar of Assurances at Bombay and the Collector of Bombay.

Prior to the Indenture of Lease dated 31st day of March, 1975 in favour of the said Worli Industrial Properties (P) Ltd., the above property was mortgaged to Bank of Baroda, Bombay and Vijaya Bank Ltd. Bombay respectively. The said mortgages have been fully discharged on the date of the execution of the said Indenture of Lease dated 31st day of March 1975. In our opinion, therefore, the title of Worli Industrial Properties (P) Ltd. as the Lessees to the said property is marked and free from encumbrances.

Dated this 31st day of March, 1975.

Sd/-

Attorneys-at-Law.



ANNEXTURE No. III

LIST OF AMENITIES

1. DOORS & WINDOWS :

- (a) Main entrance door to each unit will be of steel rolling shutter with necessary fittings and fixtures and provided with 3 coats of oil paint.
- (b) All the entrances to the building on ground floor shall be provided with heavy duty W. I. collapsible doors painted with 3 coats of oil paint.
- (c) All windows except that of the toilet block shall be of heavy duty Mild Steel as per the architect's design, with louvre arrangement for light and ventilation and 3 coats of oil paint.
- (d) Gallas will also be provided with high level ventilators, made out of steel with bar/grill arrangement for safety.
- (e) The door of the toilet block in each unit will be 1½" thick teakwood panel shutter with 3 coats of oil paint.
- (f) Each gala will also be provided with fire escape gallery with a convenient steel escape window.

2. FLOORING :

- (a) The floor of all the units and 6-ft. wide common corridor will be of 2" thick IPS with Ironite/Hardonite topping for heavy duty use.
- (b) Toilet block attached to each unit on ground and upper floor will be provided with flooring of marble mosaic tiles with 4'-0" dado in the matching shade.
- (c) Main 2 entrances on the ground floor will be provided with pleasant green Kotah tile flooring and dado in mosaic cast-in-situ tiling.
- (d) Terrace will be made duly waterproofed, and will be finished with M. M. Tile Tukda flooring or China Mosaic flooring in pleasant shade and colour.
- (e) Loading & unloading platforms shall be provided as per the Municipal requirements.

3. W. C. WASHING PLACE AND URINALS :

- (a) Separate toilet block will be provided for each gala having Indian type WC and high level metallic flushing tank supported on loft.
- (b) Each toilet block will be provided with 22" x 16" white wash basin supported on brackets.
- (c) One mirror will be provided in each toilet block.

#### 4. WATER SUPPLY.

- (a) One down-take pipe for domestic requirements with  $\frac{1}{2}$ " brass bib tap and one down-take pipe for flushing purposes with  $\frac{1}{2}$ " brass push cock will be provided in each unit.

#### 5. ELECTRICITY.

- (a) Each unit will be supplied with separate mains for domestic (power) load requirements and provided with 30 Amp (good for 15 HP motive power) main switch and separate meter in the meter room.
- (b) Each unit will be provided with separate mains for lighting load with an independent main switch of 15 Amp with distinct meter in the meter room.
- (c) one light point will be provided in each of the toilet block and in the unit at the rate of one light point per 150 Sft. and one plug point on the switchboard with master switch arrangement.
- (d) Light points will be provided in the common corridor at 15' intervals. Suitable light point will also be provided at staircase landings.
- (e) Wiring for the lifts and pumps will be carried out in copper whereas other wiring will be aluminium in a "concealed manner".
- (f) Necessary M.S. hooks will be provided for fans/near the light points.

#### 6. MISCELLANEOUS.

- (a) Each unit will be provided with the number plate.
- (b) Index board will be provided on the ground floor for incorporating the details of the unit holders.

#### 7. GENERAL AMENITIES.

- (a) The compound will be illuminated with light points.
- (b) The amenity open space will be developed as per the requirements of the Corporation.
- (c) Open spaces around the building will be paved and concreted/asphalted, good for heavy duty traffic.
- (d) A separate fire fighting tank as per the C.F.O.'s requirements will be provided.
- (e) There are two lifts provided in the buildings, for passenger/goods.
- (f) 2 independent gates and wicket gates shall be provided for safety.



DATED THIS 24th DAY OF MAY-1979/80

BETWEEN

M/s. WORLI INDUSTRIAL PROPERTIES  
PRIVATE LIMITED

AND

INDIAN SOLVENTS & PACKAGINGS  
AND  
INTERNATIONAL INDEX AGENTS.  
3rd Prem Court - Churchgate -  
B'64-20

## AGREEMENT

In respect of ~~Basement / Unit / Car-parking space~~  
No. 107 on 1st Floor  
in

**T V INDUSTRIAL ESTATE**

On Plot No. 248 (A) Worli Scheme, 52, C. S. 1/1629  
at the Junction of Sudam Kalu Ahere Marg &  
Worli Road, BOMBAY.

MESSRS AMBUBHAI AND DIWANJI  
Attorneys-at-Law