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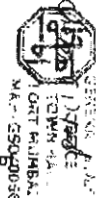


बदर - ७
वस्तु क्रमांक (१०४३) (१००४)
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ARTICLES OF AGREEMENT made at Mumbai this 22nd day of January 2006 BETWEEN NIRMAL LIFESTYLE LTD. a Company registered under the provisions of the Companies Act, 1956 having its office at Jawahar Talkies Compound, Mulund (West); Mumbai - 400 080 hereinafter referred to as "The Developers" (which term and expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include its successors or assigns).

AND

Mr / Mrs / Messrs AKOLA CHEMICALS (INDIA) LTD Bombay Indian Inhabitant, having his / her / their residence / office at Rattia Indha Ltd, Shreegar, Single Industrial Estate hereinafter referred to as "the Purchaser/s" (which expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include his / her / their heirs, executors, administrators and permitted assigns and in case of a limited company, its successors or assigns) of the Other Part



RECEIVED
GENERAL STAMP OFFICE
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Rs 861001 - Eighty Six Thousand One Hundred only

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Smt. P. B. SOLANKI
Proper Officer
General Stamp Office, MUMBAI

WHEREAS:-

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(i) Hoechst Marion Roussel Ltd. ("Hoechst") (now known as "Aventis Pharma Ltd.") was originally seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land or ground admeasuring in the aggregate 1,61,320.5 square metres or thereabouts together with the buildings and structures standing thereon situate lying and being at Village Nahur, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban District (hereinafter referred to as "the Larger Land");

(ii) out of the Larger Land:-

(a) a plot admeasuring 17,000 square metres thereabouts together with the Research Centre Buildings and structures thereon was sold and conveyed by Hoechst to Nicholas Piramal India Limited ("NPIL") under a Deed of Conveyance dated 30th September, 1998;

(b) a plot admeasuring 16,824.15 square metres or thereabouts together with the Haemaocel Buildings and structures thereon was sold and conveyed to NPIL under a Deed of Conveyance dated 7th February, 2000;

(c) a plot admeasuring 7728 square metres or thereabouts was sold and conveyed by Hoechst to Mafatal Dyes & Chemicals Limited under a Deed of Conveyance dated 30th December, 1999;



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(d) a plot admeasuring 4491 square metres of thereabouts together with structures standing thereon, has been agreed to be sold and conveyed to Vinotak Investment Pvt. Ltd. under a Memorandum of Understanding dated 31st January, 2000, subject to the obtaining of various approvals and documents as stipulated in the said Memorandum of Understanding;

(iii) on the residual portion of the Larger Land being a plot admeasuring 1,15,277.27 square metres or thereabouts Hoechst has constructed buildings and structures, having a total built up area of 35,708.61 square metres thereabouts (hereinafter referred to as "the Buildings")

(iv) by and under an Order dated 30.6.1998 bearing No.CHE/11 to R-126/ DPES the Municipal Corporation of Greater Bombay allowed Hoechst residential / commercial development on the said plot subject to the terms and conditions specified therein inter alia relating to the NOC being obtained from the Additional Collector and CA (ULC) for Greater Mumbai and provisions relating to open spaces, amenities space etc;

(v) by and under an Order dated 12th November, 1999 bearing No.CE/ 541/ BPES / LOT, the Executive Engineer (Building Proposal) Eastern Suburbs approved the layout / sub-division of the said larger land on the terms and conditions specified therein;



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(vi) by and under a Memorandum of Understanding dated 31st March, 2000, Hoechst has agreed to sell to the Developers and the Developers have agreed to purchase from Hoechst on "as is where is" basis:-

(a) the Land being pieces or parcels of land admeasuring 1,15,277.27 square metres or thereabouts (out of which an area admeasuring 24,432.46 square metres is reserved for public purposes and is to be surrendered to the MCGM as set out hereinabove) situate lying and being at Village Nahur, Taluka and Registration Sub-District Kurla and District Registration District Mumbai Suburban District more particularly described in the Second Schedule thereunder written and delineated on the Plan annexed thereto and thereon shown surrounded by red coloured boundary line and indicated as Plot "D" thereon;



(b) the Buildings comprising of buildings and structures standing on the Land having a total built up area of 35,708.61 square metres or thereabouts and more particularly described in the Third Schedule thereunder written and shown hatched in black colour on the Plan annexed hereto;

(c) the fixtures listed in the Fourth Schedule thereunder written, which are attached to the Land and the Buildings;

on terms and conditions specified therein;



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(vii) under the said MOU the Owner has agreed to complete the sale in a phased manner and to authorise and permit the Developers to presently develop a portion of the said plot admeasuring 51,700 square metres or thereabouts and which portion is more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto and thereon shown surrounded by blue coloured boundary line (hereinafter referred to as "the said Phase I Land") by constructing new buildings and/or structures thereon in place of the existing buildings and/or structures and/or making material changes in the buildings and/or structures standing thereon which includes redevelopment of the land in accordance with the plans and specifications that may be sanctioned by the Municipal Corporation of Greater Mumbai ("the MCGM") subject, however, to the conditions stipulated in Clause 7.1(a) of the said MOU;



(viii) by and under an Order dated 22nd May, 2000 bearing No.C/ULC /D: 111/ 22/6404 passed by the Additional Collector and CA (ULC) Brihan Mumbai, a Corrigendum was issued for redevelopment of the larger land in relation to the area under road set back of Mulund Goregaon Link Road, D.P. Road, internal road, open spaces etc.;



(ix) out of the gross area of 1,15,277.27 square metres of the Land, areas of land aggregating to 21,887.08 square metres are reserved for garden and public amenities and utilities (hereinafter referred to as "the said

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Reservations") and areas of land aggregating to 2545.38 square metres are reserved for D.P. Road and set back, (hereinafter referred to as "D.P. Road") both of which areas are to be surrendered to the Municipal Corporation of Greater Mumbai ("MCGM").

- (x) the Developers have, in addition to the perpetual right of way to be given to Nicholas Piramal India Limited as provided in Clause 4.1(1) of the said MOU, to provide a right of way to Hoechst by way of a 12 meter wide internal road so that Hoechst can have access from the L.B.S. Marg through the said Phase I land to the remaining portion of the said plot till the same is handed over to the Developers as provided in the said MOU;
- (xi) the Developers are required to make provision to keep aside an area equivalent to 17 1/2% out of the said Phase I land for reservations such as garden, amenity, utilities, etc. in lieu of the said Reservations as provided in Clause 7.1(a) of the said MOU and are making provision for necessary open spaces as per the D.C. Regulations out of the said Phase I Land, treating the said Phase I Land as a separate and independent developable plot;
- (xii) in pursuance of the said MOU, the parties had duly filed Form No.37-1 along with a photocopy of the said MOU with the Appropriate Authority under the provisions of Section 269 UC of the Income Tax Act, 1961 and by its "No Objection" Certificate dated 12th June, 2000 the Appropriate Authority has given its clearance in respect of the transaction;



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(xiii) a sum of Rs.2,70,00,000/- was paid by the Developers to Hoechst as earnest money or deposit on the execution of the said MOU in respect of the said Land and a further sum of Rs.18,50,00,000/- was payable by the Developers to the Owner within 30 days from the date of receipt by the parties of the "No Objection" Certificate from the Appropriate Authority appointed under Section 269 UB of the Income-Tax Act, 1961;

(xiv) the said "No Objection" Certificate was received on 1 June, 2000;

(xv) by and under a Development Agreement dated 15 February, 2001 made and executed between Hoechst therein referred to as "the Owner" of the One Part and the Developers of the Other Part, Hoechst have authorised and permitted the Developers to enter into the portion of the said plot which is hereinafter referred to as "the said Phase I Land" admeasuring 51,700 sq. mtrs or thereabouts and which is more particularly described in the First Schedule hereunder written and shown on the Plan annexed hereto surrounded by blue coloured boundary line, for the purpose of carrying out the work of development pending the transfer of the said plot by the Owner to the Developers hereinafter provided;

(xvi) the Developers availed of financial assistance from HDFC Ltd. and to secure the repayment thereof, have created Equitable Mortgage by deposit of title deeds in favour of HDFC Ltd. in respect of the entire property



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including Phase I Land and the said plot described in the First Schedule hereunder written;

(xvii) by and under an Order dated 29th March, 2001 bearing No.CE/4528/BPES/AT, the Executive Engineer (Building Proposals) Eastern Suburbs of the Municipal Corporation of Greater Mumbai issued its Intimation of Disapproval (TOD) permitting construction upon the said plot on the terms and conditions specified therein;

(xviii) a copy of the certificate of title issued by the Attorney-at-Law of the Developers, copy of the Property Register Cards showing the nature of title of Hoechst to the said plot more particularly described in the First Schedule hereunder written and/or plan of the building/s to be constructed on the said plot and specification of the flat agreed to be purchased by the Flat Purchaser as approved by the M.C.G.B. have been annexed hereto and marked as Annexure "A", "B" and "C" respectively. However in the Property Register Cards the name of the holder is shown as "Hoechst India Ltd." and steps are being taken to rectify and to enter the correct name as "Aventis Pharma Ltd."



(xix) while sanctioning the said plans the M.C.G.B. and/or the Government of Maharashtra have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said plot and the said building/s and upon the observance and performance of which only the



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Completion and Occupation Certificate in respect of the said building/s will be granted by the M.C.G.B.;

- (xx) upon an application made in that regard the Bombay Municipal Corporation has sanctioned building plans for construction of inter-alia a Shopping-cum-Office Complex on the said plot described in the First Schedule hereunder written and a Commencement Certificate bearing No. CE/ / / has been issued by the Corporation, which has been re-validated from time to time;
- (xxi) the said plot more particularly described in the First Schedule hereunder written in respect of which the Bombay Municipal Corporation has sanctioned building plans, is shown on the layout plan in red colour boundary line and the Developers are thus entitled to develop the same;
- (xxii) the Developers are desirous to develop the said plot by constructing a Shopping-cum-Office Complex ("the Complex") in the Phase I of the said development and to sell the premises in the said buildings to persons of the choice of the Developers and to receive the entire sale proceeds thereof for the exclusive benefit of the Developers;



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- (xxiii) the Developers have entered into or will be entering into separate agreements with several persons and parties for sale and disposal of the premises in the proposed buildings being constructed by the Developers on the said plot, more particularly described in the First Schedule hereunder written;
- (xxiv) the Developers have given inspection of all the documents of title relating to the said plot to the Purchaser and the Purchaser has pursued the same and has express notice of the contents thereof including terms and conditions and covenants contained therein;
- (xxv) the Developers have supplied to the Purchaser such of the documents as are mentioned in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA") and the rules made therein as demanded by the Purchaser;
- (xxvi) the Purchaser has requested the Developers for sale and allotment to the purchaser of the premises in the Shopping-cum-Office Complex presently being constructed by the Developers on the said plot. The said premises / is/are hereinafter referred to as "the said premises";
- (xxvii) prior to making the application as aforesaid, the Purchaser has made a declaration as required by the provisions of the Maharashtra Co-operative Societies Act



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1960 that neither the Purchaser nor any members of his family (family as defined under the said Act) own any house or building or tenement within the limits of the Municipal Corporation of Greater Bombay as also under Greater Bombay Agglomeration under the ULCRA and hereby once again declares and confirms the same;

(xxvii) relying upon the said application, declaration and subject to all that is stated herein the Developers have agreed to sell to the Purchaser and the Purchaser has agreed to purchase/acquire from the Developers the said premises at or for the consideration mentioned in part "B" of the Second Schedule hereunder written and upon the terms and conditions mentioned in this agreement;

(xxix) under Section 4 of MOFA, the Developers are required to execute a written agreement for sale of the said premises being in fact these presents and upon the execution of this Agreement and it being lodged for registration by the Purchaser and the Developers being informed about the same, the Developers are required to admit the execution thereof before the concerned office of Sub-Registrar;

(xxx) prior to or simultaneously with the execution of these presents, the Purchaser has paid to the Developers earnest money or deposit as mentioned in part "B" of the Second Schedule hereto for the purchase of the said premises agreed to be sold by the Developers to the Purchaser (the payment and receipt whereof the

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developers do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developers the balance consideration in the manner as mentioned in part "B" of the Second Schedule hereto;

(xxxii) the Developers have employed the services of an Architect M/s. Daisaria & Associates who is registered with the Council of Architecture and has also appointed a Structural Engineer M/s. Sterling Consultants for the preparation of the structural design and drawings of the said building, and the Purchaser accepts the professional supervision of the Architect and Structural Engineer till the Completion of the total scheme of development.

(xxxiii) in the circumstances the parties hereto have agreed to execute this Agreement as is hereinafter appearing:

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

1. The Developers are well and sufficiently entitled to develop the said plot more particularly described in the First Schedule hereunder written by constructing on the said plot thereon a Shopping-cum-Office Complex ("the said Complex") in accordance with the building plans approved and sanctioned by the Bombay Municipal Corporation vide IOD and Commencement Certificate, copies of which are hereto attached and marked as Annexures "D" & "E".

The Developers are entitled to dispose off the premises in the proposed Complex and to appropriate to themselves the entire sale proceeds upon the sale of such premises.



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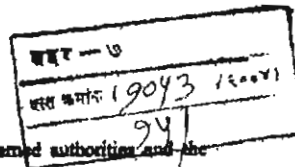
3. The Developers have accordingly commenced construction of the said Complex on the said plot, in accordance with plans, designs and specifications approved and sanctioned by the Municipal Corporation of Greater Bombay and which have been seen and approved by the Purchaser. The Developers are at liberty to make such amendments, alterations, modifications and/or variations in the said plans, designs and specifications as the Developers may consider necessary or as may be required to be made by the concerned local authority/ corporation/ government; provided that by reason of such amendments, alterations, modifications and/or variations the area of the said premises agreed to be purchased by the Purchaser will not be reduced. The Purchaser hereto agrees and gives his / its consent to the Developers for carrying out the amendments, alterations, modifications and/or variations to the total scheme of development in respect of the said plot and/or to the layout plan and/or to the building plans in respect of one or more wings or wings and/or building or buildings to be developed and/or constructed (whether or not envisaged at present). The Purchaser agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Developers for carrying out amendments, alterations, modifications and / or variations as aforesaid.



4. The Developers have informed the Purchaser that the said plot described in the First Schedule is to be developed by the Developers in a phased manner. It is expressly made clear that the Purchaser shall not claim any rebate or reduction in the purchase price, nor any other benefit from the Developers as a result of such phased development and/or amendments, alterations, modifications and/or variations. The Developers may also amalgamate the said plot with any other plot or plots or apply for sub-dividing the said plot and/or realignment of the Development Plan reservation as permitted under Development Control Regulation 1991. The Developers are also entitled to amend the layout as may be permitted by the Municipal



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Corporation of Greater Bombay and other concerned authorities and the Purchaser hereby agrees and gives consent to the same and covenants not to obstruct and/or raise any objections whatsoever to and/or interfere with the development to be carried out by the Developers in such phased manner, even after the Developers have given the possession of the said premises to the Purchaser. The Purchaser hereby agrees to grant to the Developers at the cost of the Developers, all the facilities, assistance and co-operation as the Developers may reasonably require from time to time, even after the Developers have delivered possession of the said premises to the Purchaser, so as to enable the Developers to complete the scheme of development.

5. The Developers have given and the Purchaser confirms the following:-

- (a) that the Developers are entitled to the "Transferable Development Rights" under the provisions of the Development Control Regulations. This TDR could be utilised by developing and/or constructing additional storey or storeys and/or wing or wings and/or building or buildings to the said building or by developing and/or constructing independent building or commercial buildings, bungalow or bungalows or row houses or residential buildings on the said plot;
- (b) the Developers are entitled to the said TDR and/or any other rights i.e. FSI that may be made available in accordance with the policies framed by the concerned authorities from time to time in lieu of surrender of any reserved lands or any of them or any part or parts thereof and/or to receive and utilise the said TDR or FSI that may be granted in respect of the said reserved lands or any of them or any part or parts thereof as also the rights of development and/or construction on the said plot as a



P. P. [Signature]

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receiving plot and/or to consume or fully exploit the said TDR or FSI available from the said reserved lands or any of them or any part or parts thereof or to which the Developers may be entitled by way of development and/or construction on the said plot as a receiving plot;

- (c) the Developers shall be entitled to exploit and/or consume the said TDR and/or FSI either by way of developing and/or constructing additional storey or storeys on the said building and/or wing or wings and/or building or buildings, bungalow or bungalows, row houses and/or any other structure on the said plot and the said Developers shall be entitled to construct said premises or flats / shops / offices with or without terrace, shop/shops under the stilt, stilts/ parking spaces/ open/ covered garages, and receive and appropriate the entire consideration amount for their own absolute use and benefit.
- (d) the Developers are entitled to consume the entire and further increased FSI that may at any time be granted or made available by reason of any increase in FSI and/or by any changes in the Development Control Regulations in respect of the said plot from time to time and/or by transferring FSI available in respect of any other plot.

6. The Purchaser has prior to the execution of these presents satisfied himself/ itself about the title of the Developers with regards the said plot and the Purchaser shall not be entitled to further investigate the title and the rights, powers and authorities of the Developers in respect of the said plot and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith. A copy of the Certificate of Title issued

P. S. [Signature]

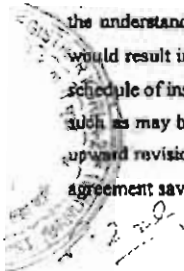
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by M/s. Wadia Ghandy & Co., Advocates, Solicitors & Notaries is enclosed hereto and marked Annexure "B". A copy of the Extract from the Property Register Card showing the nature of title is enclosed hereto and marked Annexure "C".

7. Subject to and with notice of what is stated in these presents, the Developers have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developers, the said premises as more particularly described in Part A of the Second Schedule hereunder written and shown in red colour lines on the typical floor plan annexed hereto and marked Annexure "F" at or for the consideration amount payable by the Purchaser as stated in Part 'B' of the Second Schedule hereunder written.

8. The Purchaser shall pay to the Developers the purchase price in respect of the said premises as more particularly mentioned in Part 'B' of the Second Schedule hereto. The said purchase price shall be paid by the Purchaser to the Developers in instalments as more particularly set out in Part "B" of the Second Schedule hereto. Apart from the purchase price as above, an amount of Rs. _____ is payable by the Purchaser to the Developer towards Extra / Additional works by way of structural changes, internal furnishings, etc. to be carried out by the Developers within the premises.

9. The purchase price specified in Part 'B' of the Second Schedule hereto is arrived at and mutually agreed upon between the parties hereto on the understanding that any default in payment of any of the instalments would result in upward revision of the purchase price, and in case of altered schedule of instalments, the increased purchase price then payable would be such as may be determined solely by the Developers. Notwithstanding such upward revision of the purchase price, all other terms and conditions of this agreement save and except the payment schedule will remain the same.



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10. The offer for handing over the possession of the said premises to the Purchaser shall be given by the Developers as mentioned in Part 'B' of the Second Schedule hereto Provided that all the amounts due by the Purchaser under these presents are fully and effectually paid to the Developers and no breach of any of the conditions of these presents are done by the Purchasers. The Developers will not incur any liability if the Developers are unable to offer possession of the said premises by the aforesaid date if the completion of the said buildings is delayed by reason of non-availability of cement, steel, water or other building materials required for the purpose of construction, or by reason of war, civil commotion, strikes or any act of God, such as earthquake, flood or any other natural calamity or by reason of any national or international happening or event and the resultant repercussion thereof, directly or indirectly to the date of possession and act, or other causes beyond the control of the Developers. In such event, the Developers will be entitled to a reasonable extension of time for the date of offering possession of the said premises. If the Developers still fail to offer possession of the said premises to the Purchaser on the aforesaid date and/or on such further date as may be mutually agreed upon, then it shall be at the option of the Purchaser to terminate this Agreement. However, after receipt of such notice the Developers shall be at liberty to sell and dispose of the said premises to any third party of the choice of the Developers.

11. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Part 'B' of the Second Schedule hereto shall be the essence of the contract. In the event of the Purchaser making any default in payment of any one of the installments of the purchase price, and/or upon the breach of any condition of these presents by the Purchaser, the Developers shall be entitled to terminate this Agreement and thereupon all the monies paid until then by the Purchaser shall be forfeited by the Developers. Upon the termination of this Agreement as

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aforesaid, the Developers shall be entitled to sell and/or dispose off the said premises in favour of any third party of the Developers' choice, and the Purchaser will have no right to object to such sale/ disposal of the said premises by the Developers.

12. Without prejudice to the above and to the other rights available to the Developers under this Agreement and/or in law, the Developers may, at their own option accept from the Purchaser the payment of the defaulted installment/s upon the Purchaser paying to the Developers interest on the defaulted installment at the rate of 18% per annum for the period for which the payment may have been delayed.

13. The Developers agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Municipal Corporation of Greater Bombay at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the Municipal Corporation of Greater Bombay the Occupation and/or Building Completion Certificate in respect of the said premises.

14. (a) The Developers shall cause to be executed the Conveyance/ Conveyances or any other such document/ documents of Transfer in respect of the said plot along with the said Complex constructed on the said plot. The Conveyance will be in favour of Co-operative Society and/or Limited Company and/or any Association and/or Condominium of Apartment / Office / Premises / Owners or any other body corporate or other form of organisation (hereinafter referred to as "the said body corporate") as the Developers may decide and the Purchaser shall not dispute or challenge the right of the Developers in that behalf. However, in the event of any one or more of the

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following events happening, the Developers shall be entitled to defer the execution of Conveyance or other Deeds of Transfer to a later date at their discretion i.e. all the said units to be developed and/or constructed by the Developers in the said building /complex are not complete and ready for occupation, and/or the said body corporate aforesaid is not registered, and/or all the said units in the said buildings being constructed by the Developers have not been sold and disposed off, and/or the Developers have not received full consideration required to be paid or dues payable to them under the Agreements for Sale entered into with the respective purchasers of the said units in the said building, and/or the Developers have not fully utilised the Floor Space available from the said plot have not fully utilised the increased FSI available by any change in the Development Control Regulations and/or the Developers have not fully utilised the Floor Space which the Developers are entitled to avail of on the said plot by way of amalgamation with adjoining properties and/or have not fully utilised the TDR or Floor Space available in respect of the said plot as a receiving plot as the case may be, and/or that Occupation Certificate or the building Completion Certificate have not been received from the Municipal Corporation of Greater Bombay;

- (b) until the execution of the Conveyance/ Deeds of Transfer, all rights to the said plot and the rights to develop and/or construct buildings on the said plot as aforesaid shall be of the Developers and the offer of possession and subsequent possession of the said premises, when given to the Purchaser under this Agreement, shall be subject to the above and other conditions of these presents and the Purchaser hereby agrees to the same.

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15. The Developers have informed the Purchaser as under :

- (a) that the Developers will be constructing / providing common infrastructural facilities such as garden, water pipes, drainage, storm water drainage, electrical substations, telephone, internet and electrical connections, business service centre, lifts, compound walls etc. to be used by the Purchasers of the said premises including the co-operative society / societies and/or limited company/companies and/or condominium of apartments and/or an association comprising of all other purchasers of the premises in the said building proposed to be constructed on the said plot;
- (b) All decisions relating to the said maintenance of amenities facilities and its maintenance charges and recurring expenses shall be taken by the Developers,
- (c) The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared/divided between the purchasers of the premises in the said buildings proposed to be constructed on the said plot;
- (d) necessary provisions shall be made in the Indentures of Conveyances / Conveyance that will be procured by the Developers in favour of one or more co-operative societies and/or one or more limited companies and/or one or more condominiums of apartments owners for joint user of such common infrastructural facilities and for sharing of all costs, charges and expenses for their upkeep maintenance and repairs;



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- (e) the Purchaser shall not in any manner object to the aforesaid arrangement. The Purchaser in fact hereby gives his / its consent and approval to this arrangement;
- (f) the Purchaser has satisfied himself about the design of the said premises and the design of the said the building in which the said premises are located, as also the specifications and amenities to be provided and in the said premises. The fixtures, fittings and amenities to be provided by the Developers in the said premises are set out in the Third Schedule hereunder written. The Purchaser however agrees that the Developers reserve the right to change the fixture, fittings and amenities to be provided in circumstances wherein there is an uncertainty about the availability of fixture, fittings or amenities or the materials required to be provided, either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Developers. In such circumstances the Developers shall substitute the fixture, fittings and amenities without any approval of the Purchaser, in as much similar specification and/or quality as may be available and required during the stage/ time of the construction in order to enable the Developers to offer possession of the said premises on the stipulated date. The Purchaser agrees not to claim any rebate or discount or concession in the consideration on account of a change or substitution in the fixture, fittings or amenities by the Developers.

16. The Purchaser shall take possession of the said premises within ten days of the Developers offering to give possession thereof by giving written notice to the Purchaser intimating that the said premises is ready for use and occupation and upon the Purchasers taking possession of the said premises the Purchaser shall have no claim against the Developers as regards the quality,

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quantity of building materials used for construction of the said premises or the building in which the said premises is located or the said buildings or the nature of construction, or the design or specifications of the said premises or the building in which the said premises is located or the said buildings and the materials used in construction of the said building or the said premises. Provided that if within a period of one year from the date of offering possession of the said premises to the Purchaser, the Purchaser brings to the notice of the Developers any defect in the said premises or the building in which the said premises are located or the material used therein or any unauthorised change by the Developers in construction of the building in which the said premises is situate, then wherever possible, such defects or unauthorised changes if any done by the Developers shall be rectified by the Developers at their own cost.



17. The Purchaser shall use the premises or any part thereof for the purpose for which the same to be used only for such purpose as may be permitted by the Developers with the express consent of the Developers

18. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever in respect of the said plot and/or the said building and/or on the additional Floor Space and/or TDR that may be available for use on the said plot or the said property or the building under construction and the rights of the Purchaser shall be limited to the said premises hereby agreed to be sold.



It is hereby expressly agreed that the Developers shall always be entitled to sell all the units in the said building being constructed on the said plot for the purpose of using the same as guest houses, dispensaries, nursing homes, maternity homes, shops for residential or commercial user, consulting rooms, banks, coaching classes, training centres, community halls, stalls, temples or for any other non-residential user as may be permitted by the concerned authorities and the purchasers thereof shall be entitled to use the units

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purchased by them accordingly and similarly the Purchaser shall not object to the use of the said units in the said buildings for the aforesaid purposes by the respective purchasers thereof.

20. The Purchaser hereby agrees that:-

(a) the Developers shall be entitled to develop and/or construct additional storey or storeys with or without terrace, or without open spaces attached thereto and shall be entitled to sell the exclusive use of same and/or otherwise dispose of the same at the discretion of the Developers. The Purchaser shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open space by the purchaser of such terrace and shall not be entitled to the use of such terrace. The purchaser of such terrace / open spaces shall be exclusively entitled to the use of the terraces or open spaces sold and / or allotted to him / her.

(b) the Developers shall be entitled to sell, transfer, assign, dispose of and/or let out in any manner they deem fit or proper, the terraces of the said building for such price and at such rate and on such terms and conditions as the Developers deem fit and receive and appropriate the rent or the sale proceeds to their own use and benefit. The Purchaser shall not raise or be entitled to raise any objection whatsoever to the same.

21. The Developers shall have a first lien and charge in respect of the said premises till such time as the Purchaser has made full and complete payment of all monies payable under this Agreement.

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बय क्रमांक (१०४३ / १००४)

22. (a) The Purchaser hereby agrees to and shall pay to the Developers the amounts mentioned in Part 'C' of the Second Schedule within a period of seven days from the date of notice and in any event before possession of the said premises is handed over to them. The said amounts are over and above the purchase price;
- (b) the Purchaser also agrees to pay the proportional contribution towards the outgoings more particularly described in Part 'D' of the Second Schedule hereto in respect of the units in the said building;
- (c) the Purchaser shall from the date of the notice of possession of the said premises regularly pay, irrespective of whether or not possession, a provisional amount as may be determined by the Developers for the items as more particularly described in Part 'D' of the Second Schedule hereunder written.

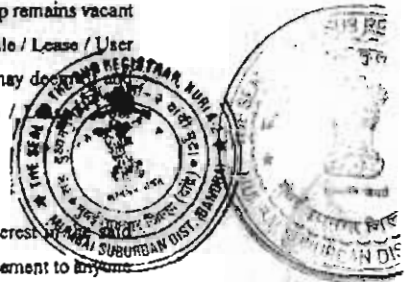
23. The Purchaser shall allow the Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, telephone and electric connections, wires, part structures and other conveniences belonging to or serving the said premises or the building in which the said premises are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.



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 प्लॉट नं. 17043 / 10081
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24. The Purchaser shall not be entitled to let or sublet or sell or transfer or convey or mortgage and/or charge or in any way encumber or deal with or dispose off or part with possession of the said premises or any part thereof and/or assign, under-let, sublet, or part with his/ her right title or interest under this Agreement or the benefit of this Agreement without the prior consent in writing of the Developers provided however that the Purchaser shall be entitled to mortgage the said premises in favour of any bank or financial institution for the purpose of securing loan to acquire the said premises after taking prior permission of the Developers. The purchaser shall not be permitted to keep the shop vacant for more than 30 days after handing over the possession of the said premises. If however the shop remains vacant for more than 30 days the Developers shall be entitled to Sale / Lease / User Agreement of the said premises to such person whom he may deem proper, however the monies received towards such Sale / Agreement shall be paid to the purchaser.



25. If the Purchaser desires to sell or transfer his interest in the said premises or wishes to transfer or give the benefit of this Agreement to any other person else and if the Developers agree to give such consent, then and in such an event prior to the Developers granting the Purchaser the consent as herein contemplated, the Purchaser shall pay the Developers such sum as the Developers may in their absolute discretion determine by way of the transfer charges and administrative and other costs, charges and expenses pertaining to the same. It is clearly understood that unless such amount is paid to the Developers by the Purchaser, the Purchaser shall not be entitled to sell or transfer his interest in the said premises and the Developers shall not be bound or liable to give consent to such transfer. Further, the Developers are not obliged to consent to such transfer even if the Purchaser is willing to pay such charges.

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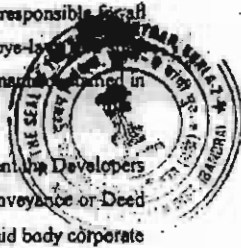
बदल - ७
दात कर्मान (१०४३ / १००४)
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26. The Purchaser and the persons to whom the other units in the said building are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things as the Developers may require him to do and execute from time to time for effectively enforcing this Agreement and/or for safeguarding the interest of the Developers and all persons acquiring the remaining units in the said building constructed on the said land.

27. The Purchaser shall, at his own cost, maintain the said premises in the same condition, state and order in which it is delivered to him and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Bombay, Maharashtra State Electricity Board and of the said body corporate and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

28. The Purchaser agrees and undertakes that in the event the Developers form the said body corporate pending the execution of Conveyance or Deed of Transfer, the Purchaser shall become a member of the said body corporate AND SHALL ALSO from time to time sign and execute the applications and other papers and documents necessary for the formation and registration of the said body corporate including the bye-laws or memorandum of the said body corporate within ten days of the intimation by the Developers. No objection shall be raised to the changes in the draft bye-laws or memorandum of the proposed said body corporate as may be required for the registration of said body corporate. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers may require him / her to do for safeguarding the interest of the Developers and the purchasers of the other units in the said building.

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29. Failure of the purchaser to comply with the provisions of this Agreement will cause this Agreement to be ipso facto terminated. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as waiver by the Developers of any breach or non-compliance by the Purchaser of any of the terms and conditions of this Agreement, nor shall the same in any manner prejudice the remedies of the Developers.

30. Without prejudice to the right of the Developers to submit the said building as a co-operative society or limited company and/or any Association and/or any other body corporate and/or any other form of organisation, the Developers shall also have a right to submit the said buildings (including additional structures that may be constructed thereon) or any part thereof to the provisions of the Maharashtra Apartment Ownership Act, 1962 (hereinafter for the sake of brevity, referred to as "MAO Act") and to require the purchasers of the concerned units in the said building including the Purchaser to form an Association of Apartment or Premises Owners or a Condominium as contemplated under the provisions of the MAO Act and the rules framed thereunder. In the event of the Developers determining that the purchasers of the said units should form themselves into an Association of Apartment Owners as contemplated by the MAO Act, all the purchasers of the concerned said units, including the Purchaser herein, shall sign all such declarations, agreements, papers and deeds of undertaking Deed of Apartments as may be required to be signed and executed to enable the Developers to form and register such an Association under the provisions of the said MAO Act. The Purchaser agrees to abide by the rules regulations and bye-laws of the condominium from time to time in force. In order to enable the Developers to form such Association the Purchaser shall give such particulars about himself as may be required. In that event the Developers and/or the said Owners will cause to be executed or execute a Deed of



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Apartment in favour of each allottee of the concerned unit separately conveying to him the unit agreed to be purchased as also the proportionate undivided right/ share in the Common areas and facilities and Limited common areas and facilities more particularly in the Third and Fourth Schedules hereunder.

31. The Purchaser shall not do or permit to be done or cause to be done any act or thing which may render void or voidable any insurance of the said premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to users or occupiers of the other units in the said building.

32. Until such time as the development is completed and the possession of the building is delivered to the said body corporate, the Developers shall be entitled at their discretion, to control the management of the building and to realise the outgoings referred in the Second Schedule and to deburs the payments to be made.

33. The Purchaser shall lodge this Agreement with the Sub-Registrar of Assurances and intimate to the Developers within 7 days' after such lodging, the number and the Sub-Registry in which the Agreement is lodged for registration. Stamp Duty and Registration charges of this Agreement are to be borne wholly by the Purchaser.

All letters, circulars, receipts and / or notices issued by the Developers dispatched to the address of the Purchaser given herebelow will be sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the Developers in respect of the same. For this purpose, the Purchaser has given the address set out in the Second Schedule hereto.

S. 2

Sbi Diamond Garden
Chembur

NAME OF THE BORROWER- AKOLA CHEMICALS (INDIA) LIMITED

GST No-27AABCA1110H1ZE

Property Address- 802 & 803, The Corporate Center, Nirmal Lifestyles, L.B.S.Marg, Mulund (West),
Mumbai, 400080, (Metro),

Contact person → . Karan Rai - Director - 9867911007 .

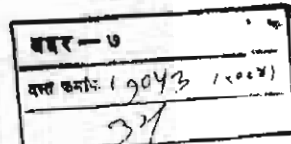
बन्धन-७
संज्ञक क्रमांक (१०५३/१००४)
३१/

which the said premises are situated and in case any damage is caused to the said premises or to the building in which the said premises are situated as a result of negligence or default of the Purchaser, the Purchaser shall be liable for the consequences of such breach;

- (c) to carryout at his / its own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser and not do or suffer to be done anything in or to the said premises or the building in which the said premises are situated which may be forbidden by the rules, regulations and bye-laws of the Municipal Corporation of Greater Bombay and in the event the Purchaser commits any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequence thereof to the Municipal Corporation of Greater Bombay,
- (d) not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make and to keep the sewers, drains, pipes in the said premises and appurtenances thereto in good, tenantable repair and condition, and in particular so as to support shelter and protect the said building in which the said premises are situated and not to cause any damage to the columns, beams, walls, slabs, or R.C.C. Partia or other structural members in the said premises. In case any alterations carried out by the Purchaser in the said premises (whether such alterations are permitted by the Municipal Corporation of Greater Bombay or not) cause any damage to the adjoining units or to the unit situated below or above the said premises (inclusive of leakage of water and damage to the drains) the



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Purchaser shall at his / her / its own costs and expenses repair such damage (including recurrence of such damage);

- (e) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound of the building in which the said premises are situated;
- (f) to bear and pay all local taxes, water charges, insurance and such other levies, if any, which are imposed by the Municipal Corporation of Greater Bombay and/or Government and/or public authority, from time to time in respect of the said premises;
- (g) the Purchaser shall not let, sub-let, transfer, assign or otherwise part with the possession of the said premises or any part thereof nor assign his / her / its interest and benefit under this Agreement until all the dues payable by him / her / them to the Developers under this Agreement are fully paid up and only if the Purchaser have not been guilty or breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Developers for the purpose. Such transfer shall only be in favour of a transferee who may be approved by the Developers in writing;
- (h) to observe and perform all the rules and regulations of the said body corporate and the additions, alterations, or amendments thereto made from time to time by the said body corporate. The Purchaser shall also pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

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23/

- (i) not to utilise or carry out any construction in the area below the stilts in the building and not to put up box grills of any material or in any manner spoil or deface the outer facade or exterior of the building;
- (j) the Purchaser is aware that the Developers are developing the areas in the immediate vicinity of the present complex and are constructing thereon an entertainment complex consisting of shopping mall, multiplex etc. The Purchaser hereby covenants that they will not in any manner object to any of the proposed developments or complain of any nuisance by reason of noise pollution;
- (k) to observe and perform all the terms, conditions and stipulations to be observed and performed by the Purchaser as set forth in this Agreement. If the Purchaser for any reason whatsoever neglects omits or fails to pay the Developers any part of the amount due and payable to the Developers under the terms and conditions of this Agreement (whether before or after the delivery of possession of the said premises) within the time herein specified or if the Purchaser shall, in any other way, fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Developers shall be entitled to re- enter upon and resume possession of the said premises as also this Agreement shall stand terminated. The Purchaser agrees that upon accrual of the Developers right to re-enter the said premises as aforesaid, all the Purchasers right, title and interest of and under this Agreement shall cease and Purchaser shall be liable for immediate ejection as a trespasser. The Purchaser shall thereupon cease to have any right or title or interest in the said premises.



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37. The Purchaser agrees as under:-

1. The said Complex shall be opened and closed at such hour as the Developers shall from time to time determine except as specified on certain government holidays.
- 2.1 The entire management of the said Complex (except as otherwise provided by these rules and bye-laws) shall vest with the Developers.
 - 2.1.1 The Developers shall hire such number of persons as required from time to time for the purpose of cleaning and keeping in neat and tidy condition the common passages, lobbies and entrances in and around the Complex, common security, common lighting and the general upkeep of the said Complex. The Purchaser shall pay the common maintenance charges as may be levied by the Developers from time to time.
 - 2.1.2 The Developers shall manage the co-ordination and reservation of all parking spaces available in the said Complex and shall be entitled to collect, renew or give yearly contracts for the same.
 - 2.1.3 The Developers shall have the right to inspect / examine all the goods brought into the said Complex by the Purchaser for the purpose of displaying and selling the goods.

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खपर - ७
सम क्रमांक 19043/100VI
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2.1.4 The Developers shall give a written notice of 24 hours to all the Purchasers before shutting down the central air-conditioning system, and telephone systems.

3. Rules of conduct of the Purchaser:-

(I) Conduct in respect of relations with the public :-

- (a) Every Purchaser shall give to the Developers an undertaking to comply with and to be bound by the rules and bye laws of the said Complex.
- (b) Every Purchaser shall give Developers an undertaking to abstain from unhealthy practices.
- (c) The Purchaser shall charge fair and reasonable prices in respect of the goods sold to the customer.
- (d) The Purchaser shall recruit from time to time, such number of employees as required for his assistance.

II) Code of conduct between the Purchasers

- (A) A Purchaser shall not indulge in unfair competition or employ unfair means to attract clients.
- (b) No employees of any of the Purchaser can be employed by any other Purchaser.



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बन्धन - ७
बन्धन क्रमांक (१०५३ / १००४)
३६

4. The Purchaser shall load and unload the specified goods that are to be sold at the stipulated space, in and out of the said Complex at such time when the said Complex is closed for the public.

5. All the Purchaser shall be bound to offer discounts at stipulated rates to the persons who are members of the Nirmal Club or such other club or body that may be incorporated by the Developers.

6. The Purchaser shall from time to time, participate and offer such reasonable monetary contributions as agreed upon between the Developers and the Purchaser for all advertisements, campaigns, event management and other activities related to the promotion of the said Complex.



38. All costs, charges and expenses in connection with engrossing, stamping and registering this Agreement as also the Conveyances/ Transfers and/or any other documents required to be executed in pursuance of this Agreement, the stamp and registration charges in respect of such documents transferring the said building in favour of the said body corporate or the Deed of Apartment in respect of the said premises, as well as the entire professional cost of the Solicitors of the Developers in preparing and/or approving all such documents shall be borne and paid by the Purchaser or where applicable, the said body corporate. In the latter case, the Purchaser shall on demand pay the Developers his proportionate share in respect to the above. The amount payable under this clause is in addition to the amount mentioned and payable elsewhere under this Agreement.

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वपप - ७
 वर्ष १९७३/१९७४
 ३७

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

SIGNED SEALED AND DELIVERED)

by the withinnamed Developers)
 Mr. Dattatraya S. Jain)
 NIRMAL LIFESTYLE LTD)
 in the presence of P.P.)

_____ Name

SIGNED AND DELIVERED)

by the withinnamed Purchaser)
 Akola Chemicals (India) Ltd)
 in the presence of P.P.)

through its Director)
 MR. SHREE Rataneshwar Wadia)

Received of and from the withinnamed)

Purchaser a sum of Rs. 5000/-)
 (Rupees Five thousand))
 being the earnest or deposit paid by the)
 Purchaser by cash / cheque No. 578776)
 dated 19/12/2003 drawn on Bank)
Bank)

FOR AKOLA CHEMICALS (INDIA) LTD.
P. R. Wadia
 DIRECTOR

Rs. 5000/-

Witness

We say received
 For NIRMAL LIFESTYLE LTD

_____ Name





अपर - ७
बतल क्रमांक (२०४३ / १००४)

THE FIRST SCHEDULE ABOVE REFERRED TO: ३१
(Description of plots over which development rights have been granted)

All those pieces or parcels of land hereditaments and premises lying being and situated at Village Nahur, Tahuka and Registration Sub-District Kuria and District Mumbai Suburban District bearing New CTS No.491/A (Part) containing by measurement 51,700 sq.mtrs or thereabouts and bounded as follows:-

- On or towards North by : Adjoining property bearing CTS No. 508, 510, 512, 515 to 519, 531 and remaining part of Property bearing new CTS No.491/A.
- On or towards South by : Adjoining property bearing CTS No. 491/A/7 (Part) (Existing Goregaon - Mulund Link Road) and Sub-divided Plot "B" (MDC).
- On or towards East by : Adjoining property bearing CTS No. 508, 510, 512 and existing LBS Marg.
- On or towards West by : Remaining property bearing CTS No. 491/A and New CTS No.491 A/4.

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THE SECOND SCHEDULE ABOVE REFERRED TO :

Name of the Purchaser/s : Akola Chemicals (India) Ltd

Address for correspondence : Kalshu, India Ltd,
Shree Nagar, Anglo Industrial Estate
Thane

REGISTRATION NO. (9043 / 2004) 80



PART - "A"

(Description of the premises / parking space / open space in the said Complex)

Particulars of premises : Office No 802, admeasuring, 306 (carpet)
sq.ft. of Carpet area, on 8th floor,

PART - "B"

(Details of payments of consideration amount)

CHECK

I. Aggregate Consideration Rs. 861000/- (Rupees Eight lakhs
Sixty one thousand Only) payable as under :-

(a) Earnest money amounting to 10% of consideration i.e. :
Rs. 86100/- (Rupees Eighty six thousand one hundred
Only) (the payment and receipt whereof the Developers to hereby
admit and acknowledge) on or before the execution of this
Agreement ;

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२९

(b) 15% of the consideration amount i.e. Rs. 18,450/- (Rupees One lakh twenty nine thousand one hundred & fifty only) on completion of plinth.

(c) 60% of the consideration amount i.e. Rs. 516,600/- (Rupees Five lakh sixteen thousand only) on completion of all slabs);

(d) 5% of the consideration amount i.e. Rs. 4,3050/- (Rupees Forty three thousand fifty only) on or before completion of PLASTER.

(e) 5% of the consideration amount i.e. Rs. 4,3050/- (Rupees Forty three thousand fifty only) on or before the finishing work i.e. tiling, plumbing, sanitary fittings, etc.

(f) Balance 5% i.e. Rs. 4,3050/- (Rupees Forty three thousand fifty only) on possession being offered by the Developers to the Purchaser.

ii Rs. 116,500/- towards extra consideration payable for extra works / amenities such as internal brickwork and internal finishings in the premises, etc.

PART - "C"

(a) The expenses of maintaining, repairing, improving, replacing, cleaning, lighting the said buildings and in particular the terraces, gutters, water pipes and the entire plumbing and electrical installation and systems in under or upon the said buildings and staircase of the said buildings.

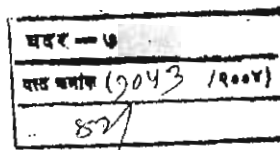
(2 yrs maintenance) Rs. 71,400/-
(Rupees Seventy one thousand four hundred only)

(b) Legal cost : Rs. 3,000/- (Rupees Three thousand Only)

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(c) Expenses for Rs. 5000/- (Rupees Five thousand
 formation and : _____ Only)
 registration of the
 body corporate : _____
 (including share
 money. _____)



- (d) Water Charges : As per Actuals
- (e) Municipal Cess/
 Taxes : To be paid by the Purchaser of
 the Premises as and when applicable
- (f) Electricity deposits
 and meter charges : As per Actuals
- (g) Life time extra amenities : _____
 membership _____



PART - "D"
LIST OF OUTGOINGS

1. Insurance premium in respect of the plot.
2. All municipal taxes, imposition, levies and cesses imposed by any local authority including the water taxes and charges etc.
3. Expenses for the day to day maintenance and management of the building such as lights on the staircases, passages, common terraces, common areas, and lifts, service charges and salaries of watch and ward and other staff.
4. Costs of cleaning and lighting the passages, landings, staircases, terraces and other parts of the building as enjoyed or used by the party of the other part in common as aforesaid.



5. Salaries of Manager, Clerks, Bill Collectors, Chowkidars, Sweepers, Gardeners, etc.
6. Costs of working and maintenance of water pumps and lights and service charges.
7. Sinking and other funds as may be determined by the Builders.
8. Such other expenses and outgoings as may become necessary to be recovered in the sole discretion of the Builders.

बदल - ७
 १०/३/२००४
 १३/

THE THIRD SCHEDULE ABOVE REFERRED TO:
LIST OF FIXTURES, FITTINGS,
SPECIFICATIONS AND AMENITIES IN THE PREMISES
(CLIENTS TO CHECK AND GIVE LIST OF OTHER AMENITIES)

- FLOORING** : Designer flooring with granite tiles.
- DOOR** : Superior Quality wood and designed panels with quality fixture and fittings.
- WINDOWS** : Powder Coated Aluminium Glazed windows.
- ELECTRICAL** : Premises to have adequate electrical and power points concealed copper wiring with top Quality fixtures.
- PLUMBING** : Concealed plumbing with top Grade fixtures, top Quality pipes for downtake drainage.
- TOILETS** : Large mirror with basin. High Quality fixtures.



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OTHER AMENITIES

1. Telephone connection
2. Internet connection
3. Intercom
4. Granite Flooring
5. A+Class Fittings
6. Beautifully Designed Compound Walls
7. Majestic entrance gate
8. Air conditioning upto the mains would be the responsibility of the developers. However AHU and internal ducting would be the responsibility of the purchaser.

बदल - ७
दस्तावेज क्रमांक (१०४३ / २००४)
४४



P-7-02

(c) The Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1956.

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

The Municipal Commissioner has appointed Shri D.R. Kambhaje Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is valid upto 18 NOV 2002

C.C. upto finish

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For and on behalf of Local Authority
The Municipal Corporation of Greater Bombay.

R. D. Kambhaje
11/12/01
Assistant Engineer Building Department
Executive Engineer, Building Department
(Eastern Suburbs)
FOR



MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.



Form 5000 (Gen-320 15 3 99) DyChE c2

VALID UPTO 10...

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1956

No CEJ 4506 /BPES/AT 19 NOV 2001

COMMENCEMENT CERTIFICATE

M/S Hoechst Marion Roussel Ltd

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88
दाल 14.11.2001

With reference to your application No. 3354

for Development Permission and grant of Commencement Certificate under section 44 and 69 of the Maharashtra Regional & Town Planning Act 1956, to carry out development and building permission under section 346 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building No. 2 on plot No. 4019 500 Diva Village/Town Planning Scheme No. Nohur situated at Road/Sunil 135 Marg, Mulund (W) Ward 7

the Commencement Certificate/Building permit is granted on the following conditions

- The land vacated in consequence of the endorsement of the set back and widening line shall form part of the public street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not belong to you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1956
- This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:
 - The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.



For Director Associates

MUNICIPAL CORPORATION OF GREATER MUMBAI

17 6 JAN 2002

To :
The City Engineer
01, Bhamburda Market,
M.C. Road, Chhatrapati CW
MUMBAI - 400 001

ववर - ७
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Subject: Proposed Commercial building No. 2 on C.I.S. 299 A-1 & 50 of village Kalina, Malabar C.

That to inform you that the amended plans submitted by you for the above mentioned work will be approved subject to the compliance of the conditions mentioned in this office Memorandum of Disapproval under section No dated 18.8.2001 and following additional conditions:

- 1) That the R.C.C. design & calculations as per the amended plans considering the seismic forces as per analysis I.S. Code Nos. 1893 & 4326 shall be submitted through the registered structural engineer before starting the work.
- 2) That the S.O.C. from Asst. Engineer (Water Works) for extra water and sewerage charges shall be submitted and the charges shall be paid.
- 3) That the C.C. shall be got endorsed as per amended plan.
- 4) That the S.O.C. from C.E. (S.R.E.) shall be obtained and complied with.

One set of amended plans duly signed and stamped is herewith submitted for Municipal approval.



Executive Engineer,
(Rdg. Proposals & Eastern Suburb-1)

AC 17 6 JAN 2002

Copy 1 retained for information to Shri Hemesh Jain, C.A. to inform.

Executive Engineer
(Rdg. Proposals & Eastern Suburb-1)

True Copy

For Builders Association
Architects



WADIA GHANDY & Co.
ADVOCATES & SOLICITORS

• NUMBER 1, SETHINA
• CHAMBERA MOUNSHIALA
• ANAND'S MIHAI
• ASHOK A. PAKANJIE
• PRAZANA Z. MEHARAKAMPTI
• NIKHIL A. MOODY
• UJANA B. SHIVAYALA

• CHAIRMAN
• ADVOCATE GENERAL

NEW WADIA BUILDING,
12A, MARATHA GANDEVI ROAD,
MUMBAI 400 001

TELEPHONE: (91) 22 26706-67
26706-68
26719-18

CLANG 'VELOCITY' MUMBAI 400 001
TELEPHONE: (91) 22 267 6734
26702 14

Website: www.wadiah.com

बंद - ७
बंद कर (१०५३ / १२०४)
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TO WHOMSOEVER IT MAY CONCERN

Re: Pieces or parcels of land or ground measuring in the aggregate 7957.65 square metres or thereabouts situate lying and being at Village Nahur, Taluka and Registration Sub-District Kuria and District and Registration District Mumbai Suburban

1. (i) Hoechst Marion Roussel Ltd. ("Hoechst") was and possessed of or otherwise well and sufficiently entitled in the pieces or parcels of land or ground measuring in the aggregate 1,01,320.5 square metres or thereabouts together with the buildings and structures standing thereon situate lying and being at Village Nahur, Taluka and Registration Sub-District Kuria and District and Registration District Mumbai Suburban (hereinafter referred to as "the Larger Land");

(ii) out of the Larger Land:-

(a) a plot measuring 17,000 square metres or thereabouts together with the Research Centre Buildings and structures thereon was sold and conveyed by Hoechst to Nicholas Piramal India



limited (NPH) under a Deed of Conveyance dated 30th September, 1998.

(b) a plot admeasuring 16,824.15 square metres or thereabouts together with the Hacmaccel Buildings and structures thereon was sold and conveyed to NPH under a Deed of Conveyance dated 7th February, 2000;

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(c) a plot admeasuring 7728 square metres or thereabouts was sold and conveyed by Hoechst to Maximal Hyes & Chemicals Limited under a Deed of Conveyance dated 30th December, 1999;

(d) a plot admeasuring 4491 square metres or thereabouts together with structures standing thereon, has been agreed to be sold and conveyed to Vinotak Investment Pvt. Ltd. under a Memorandum of Understanding dated 31st January, 2000, subject to the obtaining of various approvals and documents as stipulated in the said Memorandum of Understanding;



(iii) on the residual portion of the Larger Land being it admeasuring 1,15,277.27 square metres or thereabouts Hoechst has constructed buildings and structures, having a total built up area of 35,708.61 square metres or thereabouts (hereinafter referred to as "the Buildings");

(iv) by and under an Order dated 30.6.1998 bearing No.CHE / 1 to R-126/ DPES the Municipal Corporation of Greater Bombay allowed Hoechst residential / commercial development on the said plot subject to the terms and



WADIA GHARAY & Co.

35,708.61 square metres or thereabouts and more particularly described in the Third Schedule thereunder written and shown hatched in black colour on the Plan annexed thereto.

(c) the fixtures listed in the Fourth Schedule thereunder written, which are attached to the Land and the Buildings:

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on terms and conditions specified therein:

(vii) under the said MOU Hoechst has agreed to complete the sale in a phased manner and to authorise and permit the Developers to presently develop a portion of the said plot admeasuring 51,700 square metres or thereabouts and which portion is more particularly described in the Schedule hereunder written (hereinafter referred to as "the Land") by constructing new buildings and structures thereon in place of the existing buildings and structures and/or making material changes in the buildings and structures standing thereon which includes redevelopment of the land in accordance with the plans and specifications that may be sanctioned by the Municipal Corporation of Greater Mumbai (the "MCGM") subject, however, to the conditions stipulated in Clause 7 (a) of the said MOU;

(viii) by and under an Order dated 22nd May, 2000 bearing No.C/ULC /D: 111/ 22/6404 passed by the Additional Collector and CA (ULC) Brihan Mumbai, a Corrigendum was issued for redevelopment of the larger land in relation to



the area under road set back of Mulund Goregaon Link Road, D.P. Road, internal road, open spaces etc.;

- (ix) out of the gross area of 1,15,277.27 square metres of the land, areas of land aggregating to 21,887.08 square metres are reserved for garden and public amenities and utilities (hereinafter referred to as "the said Reservations") and areas of land aggregating to 2545.38 square metres are reserved for D.P. Road and set back, (hereinafter referred to as "D.P. Road") both of which areas are to be ~~substituted~~ the Municipal Corporation of Greater Mumbai 49/12008
- (x) the Developers have, in addition to the perpetual right of way to be given to Nicholas Piramal India Limited as provided in Clause 4.1(1) of the said MOU, to provide a right of way to Hoechst by way of a 12 meter wide internal road so that Hoechst can have access from the L.B.S. Marg through the said Phase I land to the remaining portion of the said plot till the same is handed over to the Developers as provided in said MOU;
- (xi) the Developers are required to make provision for an area equivalent to 17 % out of the said Phase I Land for reservations such as garden, amenity, utilities, etc. in lieu of the said Reservations as provided in Clause 7.1(n) of the said MOU and are making provision for necessary open spaces as per the D.C. Regulations out of the said Phase I Land, treating the said Phase I Land as a separate and independent developable plot;



WADIA GHANDY & Co.

(viii) in pursuance of the said MOU, the parties had duly filed Form No.37-1 along with a photocopy of the said MOU with the Appropriate Authority under the provisions of Section 269 UC of the Income Tax Act, 1961 and by its "No Objection" Certificate dated 12th June, 2000 the Appropriate Authority has given its clearance in respect of the transaction;

(ix) a sum of Rs 2,70,00,000/- was paid by the Developers to Hoechst as earnest money or deposit on the execution of the said MOU in respect of the said Land and a further sum of Rs.18,50,00,000/- was payable by the Developers to the Owner within 30 days from the date of receipt by the parties of the "No Objection" Certificate from the Appropriate Authority appointed under Section 269 UC of the Income Tax Act, 1961;

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(xiv) the said "No Objection" Certificate was received on 15th June, 2000;

(xv) in and under a Development Agreement dated 2001 made and executed between Hoechst as the Owner of the One Part and the Developers as the Other Part, Hoechst have authorised and empowered the Developers to enter into the portion of the said plot hereinafter referred to as "the said Phase I Land" admeasuring 51,700 sq.mtrs or thereabouts and which is more particularly described in the First Schedule hereunder written for the purpose of carrying out the work of development pending the transfer of the said plot by Hoechst to the Developers hereinafter provided.



(xvi) the Developers have availed of financial assistance from HDFC Ltd. and to secure the repayment thereof, have created Equitable Mortgage by deposit of title deeds in favour of HDFC Ltd. in respect of the entire property including Phase I Land and the said plot described in the Schedule hereunder written;

(xvii) by and under an Order dated 29th March, 2001 bearing No.CE/4528/BPES/AT, the Executive Engineer (Building Proposals) Eastern Suburbs of the Municipal Corporation of Greater Mumbai issued its Intimation of Disapproval (1011) permitting construction upon the said plot on the terms and conditions specified therein;

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संख्या (१०४३/२००१)
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2. We have investigated the title of Hoechst to the plot described in the Schedule hereunder written and for that purpose have caused searches to be taken in the office of Sub-Registrar of Assurances at Mumbai and Bandra in the year 2001. We have also issued advertisement in newspapers inviting objections from the public to the title of Hoechst in favour of the Developers and have received no objection thereto from any person or persons.



3. We have also perused the property cards issued in relation to the said plot wherein the name of the holder is shown as "Hoechst India Ltd.". In the said property cards therefore, the name of "Hoechst Marion Roussel Ltd." requires to be substituted in place of Hoechst India Ltd, which is the former name of the company.



WADIA GHANDY & CO

Subject to the existing mortgage in favour of HDFC Ltd and the change of name in the property cards. Nirma Lifestyle Ltd. are entitled to develop the said plot more particularly described in the Schedule hereunder written, upon the terms and conditions specified hereinabove

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of land or ground admeasuring in the aggregate 7957.65 square metres or thereabouts situate lying and being at Village Nahur, Taluka and Registration Sub District Kurla and District and Registration District Mumbai Suburban and bonded as follows.

On or towards the North Remaining part of property bearing New CTS No. 491/A

NEW CTS No. 491/A (2001)

On or towards the South By Goregaon Mulund Link Road

On or towards the East By Sub Divided Plot B by Malatal Dyes & Chemicals Ltd

On or towards the West: By remaining part of property bearing New CTS No. 491/A



Dated this 21st day of May, 2001

For Wadia Ghandy & Co.

Ashwin Khandekar
Partner

That proper gutters and down pipes are not intended to be put to prevent water dripping from the eaves of the roof on the public street.

That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and such by requirements as you will be at liberty to propose with the said building or works as you may see fit, but not to do so in contravention of any of the provisions of the said Act, as amended or any rule, regulation or bye-law made under that Act which is in force.

Attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

[Signature]
Executive Engineer, Municipal Engineering
Zone
MUMBAI (9043/1800)

SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 22 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to examine, perform and inspect the work, duties and functions conferred and imposed upon and stated in the Constitution by Section 24 of the said Act.

(3) Under Bylaw, No. 8 of the Commissioner has fixed the following levels:-
Every person who shall erect or be doing building shall cause the same to be built so that every part of the same shall be:-

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or hereafter to be laid in open street.

(b) Not less than 2 feet (60 cms.) above every portion of the ground within 10 feet (300 cms.) of such building.

(c) Not less than 92 ft (28 m.) above Town (High) Datum.

(4) Your attention is invited to the provision of Section 132 of the Act whereby the Municipal Commissioner is empowered to require the occupier of a building or premises to pay a penalty if he fails to comply with the provisions of the Act within the time specified in the notice. That compliance with this provision is punishable under Section 131 of the Act. The occupier of the premises will be liable to be penalized under Section 131 of the Act if he fails to comply with the provisions of the Act within the time specified in the notice.

(5) Your attention is further drawn to the provision of Section 332-A about the necessary and sufficient occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to issue such permit and to grant a permit before occupation and to levy penalty for non-compliance under Section 411 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirement of Section 247 (1) of the Bombay Municipal Corporation Act.

(7) Necessary permission for Non-agricultural use of the land shall be obtained from the Municipal Suburban District before the work is started. The Non-agricultural permission shall be issued at the discretion of the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the note accompanying this Intimation of Disapproval.



MUNICIPAL CORPORATION OF GREATER MUMBAI

No. C.C. 100/18 AUG 2001

- 15. That the plan for the proposed development by way of sub-division/amalgamation approved by the M.C.C. on 25.5.2000 along with the terms & conditions will not be submitted for the C.C. and compliance thereof will not be done before submission of M.C.C.
- 16. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequences of settlement of floors and pillars falling etc.
- 17. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & NCR from Tree Authority will not be submitted.
- 18. That the notice under Sec 112(1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of work & intimation will not be sent to his office for checking the open spaces & building dimensions as soon as the plan is completed.
- 19. That the clearance certificate from Assessment Department regarding upto date payment of Municipal Taxes etc. will not be submitted.
- 20. That the requirement of bye law 4(c) will not be complied with before starting the construction and in case Municipal sewer is not laid, the drainage work will not be completed and the requirement of Executive Engineer (S.P.) Plumbing and completion certificate from him will not be submitted.
- 21. That the copy of intimation of Disapproval conditions & other laws imposed by the Corporation in connection with the development on site shall not be given to the owner/purchaser and also displayed on site. That the development charges as per M.R. & T.P. (Amendment) Act 1992 will not be paid.
- 22. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction of work.
- 23. That the development charges as per M.R. & T.P. (Amendment Act) 1992 will not be paid.
- 24. That the carriage charges shall not be provided before starting the work.
- 25. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.L. shall not be submitted before asking for C.C.
- 26. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on site before starting the work.
- 27. That the documentary evidence regarding ownership, area & boundaries of building by way of extracts from the District Inspector of Land Records, extracts from the title deed and conveyance deed etc.
- 28. That the site plan for each sub-divided plot, road, etc. will not be submitted.
- 29. That the dues will not be cleared before submitting the building completion certificate.
- 30. That the deposit will not be paid before starting the work towards faithful completion.
- 31. That the NCR from Executive Engineer for the proposed development will not be submitted and his requirements will not be complied with.
- 32. That the proposed by-law sub-division shall not be submitted and get approved and the same conditions thereof will not be complied with.
- 33. That the proposal will comply with the section 151(1)(A) of the Mumbai Municipal Corporation Act 1925.
- 34. That the records from the District Engineer, Water Works regarding location, size, capacity, etc. of sewerage lines, overhead tanks for proposed and existing work, will not be submitted before starting the work and his requirements will not be complied with.
- 35. That the records of overhead tank will not be provided as per 'P' form issued by the concerned District Engineer and structural design to that effect submitted before starting the construction work.
- 36. That the plans, proposals for infrastructure development will not be submitted and paid up amount will not be deposited as per phase payments.
- 37. That the intimation for paying additional premium due to increase in land rates and other financial shall not be submitted.
- 38. That the S.O.C. from Inspectable Officer shall not be submitted.
- 39. That the infra-structural works such as, construction of hand-holes manholes, ducts for underground cables, concealed wiring inside the flat rooms, rooms for telecommunication etc. required for providing telecommunication services shall not be provided.

REGISTRATION NO. 100/18 AUG 2001
 OF SUB-DIVISION
 10/18



REGISTRATION NO. 100/18 AUG 2001
 OF SUB-DIVISION
 10/18

MUNICIPAL CORPORATION OF GREATER MUMBAI

Not CE/4307/MPESAT 18 AUG 2001

39. That the requisitions of clause Nos. 45 & 46 of D.C.R. 91 shall not be complied with.
40. That the final N.O.C. from S.O. shall not be submitted.
41. That the revised C.F.O. N.O.C. shall not be submitted.
42. That the phase-wise program for development of the buildings in the layout shall not be submitted.
43. That the artificial light & ventilation shall not be provided in accordance with National Building Code (Provision of part II) as per IS: 111-12(3) & MR* from Ch.E.(AIRV) for the same shall not be submitted before grant of C.C.
44. That the plot proposed for amenity open space shall not be handed over without an endorsement in lieu of T.D.R. to K.C.G.M.
45. That the MR* from Ward officer '1' Ward regarding closure of factory & return of factory permit will not be submitted.
46. That the stability of existing structure proposed to be retained will not be submitted.
47. That the N.O.C. from MR* for artificial light & ventilation will not be submitted.

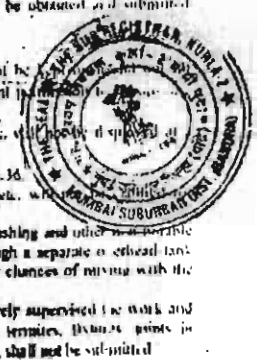
CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
2. That the requirement of N.O.C. from C.A. (I).C.A.R. Act will not be complied with for retaining the stack above finish level.

CONDITIONS TO BE COMPLIED WITH BEFORE O.C.C.

1. That some of the drains will not be laid internally with C.I. pipes.
2. That the conditions mentioned in the clauses under No.C.U.L.C.D. B.Sc. 22 dt. 4/6/00 from the competent authority under L.A.R. Act 1976 will not be complied with and fresh plan order showing revised area under road setback will not be submitted.
3. That the dust box will not be provided as per C.E.'s circular No. CE/9296/11 of 26.8.1988.
4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
5. That 10' 0" wide paved path as an access way will not be provided.
6. That the site is not to be used as parking space and terrace will not be open and will be levelled and developed before requesting for grant of building or submitting the D.P.C. whichever is earlier.
7. That the main plan board showing plot No., name of the building etc. shall be mounted on the wall.
8. That the parking spaces shall not be provided as per D.C. Regulation No. 36.
9. That the D.P.C. will not be obtained and L.O.D. and deficit deposit etc. will not be submitted within a period of six years from the date of its payment.
10. That the provision will not be made for making available water for flushing and other domestic purposes through a system of houseells and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
11. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terraces, down pipes in drainage pipes etc. and that the riskiness is found very satisfactory, shall not be submitted.
12. That three sets of plans mounted on canvas will not be submitted.

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Handwritten signature and date:
 18/8/2001
 18/8/2001

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: 4607/DPES/AT 18 AUG 2001

13. That the certificate from I.M. Inspector regarding satisfactory installation & operation of the lift will not be submitted.
14. That adequate provision for personal boxes shall not be made at suitable local in on ground floor lift.
15. That every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of In-charge Officer with a provision of temporary but safe and stable ladder, etc.
16. That the corrigendum to I.C. order under Sec.22 will not be submitted in per I to C approval given by E.L.D.P.
17. That the registered undertaking for road portion as an access to 10% amenity will not be submitted.
- 18) CONDITIONS TO BE COMPLIED WITH BEFORE I.C.C.
 1. That certificate under Sec.27-A of the Mumbai Municipal Corporation Act will not be obtained from I.E.'s department regarding adequacy of water supply.

[Signature]
Executive Engineer
(Bldg. Proposals/Urban Suburbia)

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वर्क क्रमांक (19043/2001)
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NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposits should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation or full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposits for the construction of carrying entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Ward at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal water has been consumed on the construction works and bill will be sent them accordingly.
- (7) The hoarding or screen wall for supporting the deposits of building materials, constructional before starting any work even though no materials may be expected to be stored in front of the property. The scaffolding, bricks, metal, road pipe debris, etc. should not be deposited over footpaths or public street by the owner/contractor/their representatives, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office by the engineer concerned and acknowledgment obtained from him regarding correctness of the plan and dimensions.
- (11) The application for sewer duct connections, if necessary, should be made to the commencement of the work as the Municipal Corporation will require the necessary site to avoid the excavation of the road as footpaths.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted, non water connection (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 343 of the Bombay Municipal Act and as per the terms and conditions as per sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam left a minimum width work and should be complete to the satisfaction of Municipal Commissioner including arching lighting and drainage before submission of the Building Completion Certificate.
- (16) Floor of water through adjoining holding or subject, if any, should be maintained on the same level as the floor of the building to be constructed.
- (17) The surrounding open spaces around the building should be kept free from any obstructions. The ground level should be at least 125 cubic meters per 10 sq. meters of ground area.
- (18) The compound wall or fencing should be constructed clear of the road which is with foundation below level of bottom of road side drains without obstructing it. The wall should be from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Department under Section 13(A) (3) of the Rent Act and in the event of your proceeding with the work other than the work of demolishing the structures proposed to be removed the act shall be taken as a breach of the conditions under which this Intimation of Disapproval is issued and the sanction granted will be revoked and the commencement certificate granted under Section 45 of the Municipal Regional and Town Planning Act, 1944, (13 of the Town Planning Act), will be void ab initio.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- (i) Specific plans in respect of evicting or rehoming the existing tenants of your standing their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to accept the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to cause any delay in construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of the existing building deriving light and air from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be started or during construction same as the water tanks and consequent nuisance to the tenants staying on the existing structure.
- (24) The bottom of the over head storage tank above the finished level of the ground should not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the tubewells and other appliances in the building should be such as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the requirements of the Act.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bangalore, as required in Section 331-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with rigid covers of wrought iron plates or slugs. The manholes of all lines shall be provided with a properly fitting mosquito proof hinged cast iron cap over it and arranged in a way that it is arranged with a ball and hinge screwed on lightly serving the purpose of a check and the inward pipes of the ribbed pressed with saw or dome shape pieces (like a garden ratchet) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cm. above the top where they are to be fixed as its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plate glass for coping over compound walls.
- (32) (a) Louvres should be provided as required by By-law No. 3 (b).
 (b) Lintels or Arches should be provided over Door and Window openings.
 (c) The lintels should be laid as required under Section 114-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

RECEIVED
 10/10/2017
 10/10/2017



[Signature]
 Executive Engineer, Building Proposals
 Zone 1, E.A. Ward 3.



नाहूर

G. P. S. D. No. 1514, GOVERNMENT RULED CARD

1968

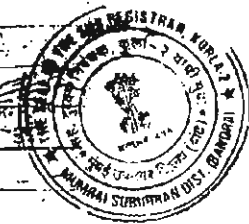


३६१५	०००-५		
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[Large handwritten scribble or signature]

पत्र-७
 पत्र क्रमांक (१०५३/२००४)
 ६४

[Faded handwritten text in Marathi, possibly a notice or declaration]



TO BE TRUE COPY

KIRTI P. MEHTA
 ARCHITECT
 GA/02/0740

[Handwritten signatures and dates]

500
 4957-5
 0746-3
 5566-7

सं. ५५-अक्टू १०-५५
 आ. वि. १-५-५५ वाक्य
 वि. आ. वि. १०-५५



सं. ५५-अक्टू १०-५५

बंद-७
 १९५५ (१०५३/१००५)
 ९३

सं. ५५-अक्टू १०-५५

५-५-५५	वि. वि. १०-५५	ना. सु. वि. १०-५५	वि. वि. १०-५५
५-५-५५	वि. वि. १०-५५	ना. सु. वि. १०-५५	वि. वि. १०-५५
५-५-५५	वि. वि. १०-५५	ना. सु. वि. १०-५५	वि. वि. १०-५५
५-५-५५	वि. वि. १०-५५	ना. सु. वि. १०-५५	वि. वि. १०-५५
५-५-५५	वि. वि. १०-५५	ना. सु. वि. १०-५५	वि. वि. १०-५५





नामः	पता:	—
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दफ्तर - ७
दस्तावेज क्रमांक (19043 / 19008)
६६



REGISTERED TO USE COPY

KIRTI B. BENTA
ARCHITECT
MUMBAI 40

वदर-७	
एल नमबर (२७२)	(२००२)
✓	



वदर-७	
एल नमबर (१०४३)	(२००४)
७९	

WHEREAS I being one of the Directors / Authorised Signatory
of M/s. [Name] Ltd, who has undertaken a project of construction
of [Name] in the project named RESIDENCY and
located at [Address] bearing New C.T.S. No. 421A (part) of [Area]
Situated in Village N. [Area] (West), Mumbai-400 001.



३
 ६७२९ (१९९२)
 ३

Mr. Ashok Chavan / Mr. Ashok Chavan and Mr. Vinod S. Chavan / Mr. Ashok Chavan / Mr. Ashok Chavan individually or jointly for the purpose of registration of documents and completing the formalities in the office of the Sub Registrar, Chennai / Ahmedabad or other concerned Sub Registrar of Assurances.

NOW KNOW ALL THOSE PRESENTS WITNESSETH THAT
 I, Mr. Vinod S. Chavan, Director / Authorized Signatory of M/s. Vinod Lifestyle Ltd. on behalf of the said company, appoint Mr. Ashok Chavan / Mr. Ashok Chavan and Mr. Vinod S. Chavan individually or jointly to do the following:

बर - ७
 ६७२९ (१९९२)
 ३

- To sign and admit on my behalf, in the capacity of Director / Authorized Signatory of M/s. Vinod Lifestyle Ltd., in the office of the Sub Registrar of Assurances, Chennai / Mumbai or other concerned Sub Registrar of Assurances, for completing the registration formalities of the Agreement for Sale which I have executed for the sale of the flats, offices, shops, garages, parking spaces etc. of the said company.
- The aforesaid attorney are not authorized to execute agreement for sale of flat / shops / offices etc. or authorized only to admit and sign the agreements as mentioned in Clause No. 1 hereinafore.



१५५५
 १५५५ (१५५५) १५५५
 १

And generally to do all other acts and things which my attorneys
 may consider necessary for or in connection with
 completing the registration formalities for Agreement for Sale of
 M/s. Nirmal Lifestyle Ltd. in the office of the Sub-Registrar
 Chandernagore or other competent Sub-Registrar
 Assurance of fully and effectivity as far as I am capable



IN WITNESS WHEREOF I, Dharmesh S. Jan, Director & Authorized
 Signatory of M/s. Nirmal Lifestyle Ltd. have signed my name to this
 instrument on this 11 day of 12, 2022

SIGNED, DELIVERED AND DELIVERED BY

The undersigned
 Mr. Dharmesh S. Jan
 Director of M/s. Nirmal Lifestyle Ltd.
 In the presence of
 १५५५



१५५५
 १५५५ (१५५५/१५५५)
 १५५५





STATE OF BIHAR

सूचना विभाग
मुंबई ४००००५

सूचना संख्या: १०११-१


दिनांक: ११/११/२००१
५१

दिनांक: ११/११/२००१
सूचना संख्या: १०११-१

क्र. सं.	व्यक्ति का नाम	व्यक्ति का पता	प्राप्ति	अवधि का दिनांक
१	श्री. राजेश कुमार	बिहार		
२	श्री. राजेश कुमार	बिहार	व्यक्ति नहीं	व्यक्ति नहीं



सूचना संख्या (१०११/२००१)
५१

		देशी योग्यता कार्ड		पंजीकृत 10/05/2014 1-2
नाम	दशम निबंधक			
पता	...			
वर्ग	...			
व्यवसाय	...			
पि.के.	व्यवसाय/व्यक्ति का नाम	व्यवसाय/व्यक्ति का प्रकार	प्रमाणित	प्रमाणित
		
	