

इतर
पावती

Original/Duplicate

Chembur

Thursday, 07 January 2016
1:26 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 258 दिनांक: 07/01/2016

गावाचे नाव: विक्रोळी
दस्तऐवजाचा अनुक्रमांक: करल2-0-2016
दस्तऐवजाचा प्रकार :
सादर करणाऱ्याचे नाव: दर्शन चव्हाण
वर्णन 1053/04, 1054/04

दासताची परत

रु. 770.00

एकूण:

रु. 770.00

Shikhar
सह दु.निबंधक कुर्ला 2

1); देयकाचा प्रकार: By Cash रक्कम: रु 770/-

DELIVERED

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GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No : 423101

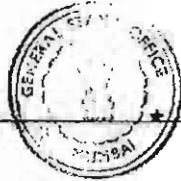
Receipt Date : 20-JAN-04

Received From : AKOLA CHEMICALS (I) LTD

On Account of : SALE OF STAMPS

Counter No. CNT-2

Mode of Payment	DD/PO/CHO/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount
DD	842277	14-JAN-04	DEUTSCHE BANK		107,130.00



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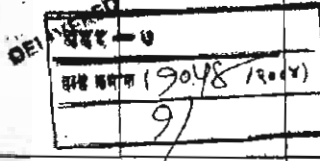
Case No :

Lot No

Lot Date :

Total D O.

Sr No.	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)
1	SPECIAL ADHESIVE	1	107130	107,130.00



Total : 107,130.00

Rs. : 107130 One Lakh Seven Thousand One Hundred
Rupees thirty only

V.M. [Signature]

At the time of Registration, please produce the original receipt before the
Subj. Accountant. Signature / Designation

104,1501



शहर - ७
पत्र क्रमांक 19048/1000
2

ARTICLES OF AGREEMENT made at Mumbai this 2nd day of January 2004 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 / Messers Akela Chemicals (India) Ltd of Bombay Indian Inhabitant, having his / her / their residence / office at 10, Katti India Rd, Shrinagar, Wagle 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.

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

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37

WHEREAS:-

(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 (hereinafter referred to as "the Larger Land")



(ii) out of the Larger Land:-

(a) a plot admeasuring 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 ("NPIL") under a Deed of Conveyance dated 30th September, 1998;

(b) a plot admeasuring 16,824.15 square metres or thereabouts together with the Haemacel 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;



P. 2-20

क्रमांक - ७
दिनांक (१०/४/२००४)
४

- (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 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 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 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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पत्र - ७

दिनांक १०/४/२००४

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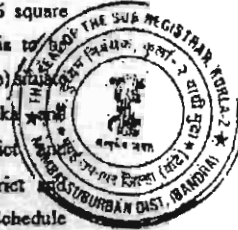
(vi) by and under a Memorandum of Understanding dated 31st March, 2000, Hoechst has agreed to sell to the Developers and the Developers have agreed to purchase from Hoechst on "as is where is" basis:-

(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) lying and being at Village Nahur, Taluka Registration Sub-District Korla 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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संख्या/दिनांक 17048/1000
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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



पत्र - ७

वसत क्रमांक (१०४४ / २००४)

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-I 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;



खट्टर - ७
दस्तावेज क्रमांक (२०१४ / २००४)

- (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 20th June, 2000;
- (xv) by and under a Development Agreement dated 20th 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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संख्या - ७
वस्तु क्रमांक - 19048 / 2004
९

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 (IOD) permitting construction upon the said plot on the terms and conditions specified therein;

(xviii) a copy of the certificate of title issued by the Attorneys-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



पत्र - ७
पत्र क्रमांक (१०५४/२००४)
१०१

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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बदर-७

पत्र क्रमांक (१०४४/२००४)

११/

- (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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पत्र - ७
सं. क्र. १७४८ / २००४

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;

(xxviii) 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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घर - ७

वसु भूमि (१०५४ / १००४)

१३/

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;

(xxxi) 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 for 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;

(xxxii) 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".

2. 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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बदर-७
दस्तावेज क्रमांक (१०५४ / २००४)
२४

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 the 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 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 wing 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



खसूर - ७

खसूर नमबर (१०५४ / २००४)

२५

14

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 having information of 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



खबर - ७
दस्तावेज क्रमांक (१०५४ / १००४)
१९

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 of 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 development 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 sell the said premises or flats / shops / offices with or without terrace, shop/ shops under the silt, 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

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बहर - ७
REG NO: 19048/2008
96/

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 stated in Part 'B' of the Second Schedule hereunder written.

8. The Purchaser shall pay to the Developers the purchase price 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 deferment 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.



खबर-७
रजि. क्रमांक 19048 (2004)
97

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, by reason of war, civil commotion, strikes or any act of God, earthquake, flood or any other natural calamity or by reason of any national or international happening or event and the resultant repercussions thereof, directly or indirectly to the date of possession and not, or beyond the control of the Developers. In such event, the Developers are 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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विवरण - ७
दस्तावेज क्रमांक (१०५४ / २००४)
१९

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 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 be 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

घर - ७
दस्तावेज क्रमांक १०५४ / २००४

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 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.



खस-७
खस क्रमांक (१०५४/२००४)
२१

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 the said 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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2017-2018
2017-2018 (2018/2018)
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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 Developer, the said premises are set out in the Third Schedule hereto 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 emergency about the availability of fixture, fittings or amenities or 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 Developer. 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 Purchaser taking possession of the said premises the Purchaser shall have no claim against the Developers as regards the quality,

87

घट्टा -- 19
वसत क्रमांक (9048 / 2008)
<i>[Handwritten Signature]</i>

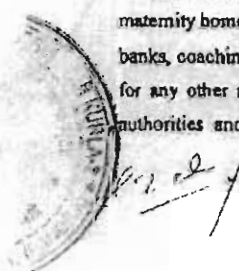
quantity of building materials used for construction of the said premises or the building in which the said premises is located or the said buildings or the nature of construction, or the design or specifications of the said premises or the building in which the said premises is located or the said buildings 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 or permit the same to be used only for such purpose as may be permitted by the 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.

19. 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 use as may be permitted by the concerned authorities and the purchasers thereof shall be entitled to use the units



1988-1989
1988 (1988/1989)
18/

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 terraces and open spaces attached thereto and shall be entitled to 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 the same. 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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यद्वय - 13
1948 (19008)

- 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 'C' of the Second Schedule hereto in respect of the building;
- (c) the Purchaser shall from the date of the notice of possession of the said premises regularly pay a provisional amount as may be determined by the Developers for 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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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 fit and proper, however the monies received towards such Sale / Lease / User 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.

22

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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 comply 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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पथर-13
रजिस्ट्रार (2048/12004)

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 a 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 in any manner prejudice the remedies of the Developers.



30. Without prejudice to the right of the Developers to submit the 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, 1970 (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 being 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

For 2



बहर- 13
दस्ता क्रमांक (१०५४/१००४)
२२

Apartment in favour of the Purchaser of the concerned unit separately conveying to him the 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 will be entitled at their discretion, to control the management of the said building and to realise the outgoings referred in the Second Schedule and to disburse 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.

34. All letters, circulars, receipts and / or notices issued by the Developers despatched to the address of the Purchaser given hereinbelow 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.

for 22



पत्र-७
पत्र क्रमांक (१०५४ / १००४)
३०

35. The Deed of Conveyance and other documents necessary for transfer of title of the said land shall be prepared by the Solicitors of the Developers and the same will be in consonance with the covenants and conditions and the rights retained and/or reserved by the Developers as are contained in this Agreement and such as the said Solicitors shall think reasonable and necessary.

36. The Purchaser himself with the intention to bind all persons into whose hands the said premises may come, do hereby covenant with the Developers as follows:-

- (a) to maintain the said premises at his / its own cost in good, tenable repair and condition from the date of possession of the said premises is handed over to him / her / them and shall not do or suffer anything to be done in or to the said building or any part thereof in contravention of the rules, regulations or bye-laws of the Municipal Corporation of Greater Bombay or change/ alter or make additions in or to the said building and/or to the said premises or any part thereof. The Purchaser shall not demolish any internal or external wall or walls or make any structural alterations in the premises without the previous written consent of the Developers;
- (b) not to store in the said premises any goods which are of a hazardous, combustible or dangerous nature or are heavy as to damage the construction or structure of the building in which the said premises are situated, or store goods objected to by the Municipal Corporation of Greater Bombay and not to carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages lifts or any other structure of the said building in which the said premises are situated, including entrances of the building in

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जबर-७
सदर क्रमांक १०५४ /२००४
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 runke and to keep the sewers, drains, pipes in the said premises and appurtenances thereto in good, tenatable 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 oause any damage to the columns, beams, walls, slabs, or R.C.C. Parris 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 prentises (inclusive of leakage of water and damage to the drains) the



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REG - 10
REG. NO. (2014/2008)
20/1

Purchaser shall be liable for all his own costs and expenses/repair such damage (in the occurrence of such damage);

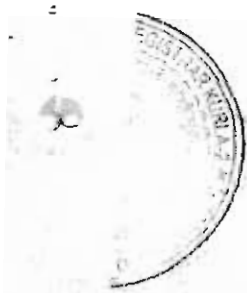
- (e) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound of the building in which the said premises are situated;
- (f) to bear and pay all local taxes, water charges, insurance and such other levies, if any, which are imposed 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 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;

for 2-12



संख्या - 10
सदर मुहताब (19/10/81/2008)
331

- (i) not to allow any construction in the area below the stilts in such a manner as 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 covenants to be observed and performed by the Purchaser as set out 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 Purchaser's 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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खण्ड - ७
सं. क्र. (१०५४ / २००४)
३४ /

37.

The Purchaser shall

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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FORM - 10
NO. 1048/2008
32/1

2.1.4 The Developers shall give a written notice of 24 hours to all the Purchasers regarding the central air-conditioning system, and telephone system.

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 to the Developers an undertaking to refrain 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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35

खबर - ७
संख्या (१०५४ / १००४)
३६

4. The Purchaser shall from time to time, pay for and the specified goods that are to be sold at the stipulated rates from the said Complex as 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 preparing, 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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अदर - ७
अदर क्रमांक 19048 (2007)
34

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

SIGNED SEALED AND DELIVERED)

by the withinnamed Developer)
 M.K. Dharamdas Jain)
 NIRMAL LIFESTYLE LTD)
 in the presence of.)

[Signature]

SIGNED AND DELIVERED)

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

through its Director
 MR. Shree Kalamshankar Wadia

Received of and from the withinnamed)
 Purchaser a sum of Rs. 600000/-)
 (Rupees Six Lacs Only)
 being the earnest or deposit paid by the)
 Purchaser by cash / cheque No. 570956)
 dated 13/01/2007 drawn on Bevinda)
Bank)

FOR AKOLA CHEMICALS (INDIA) LTD.
[Signature]
 DIRECTOR.

Rs. 600000/-

Witness:

[Signature]

We say received
 For NIRMAL LIFESTYLE LTD

[Signature]



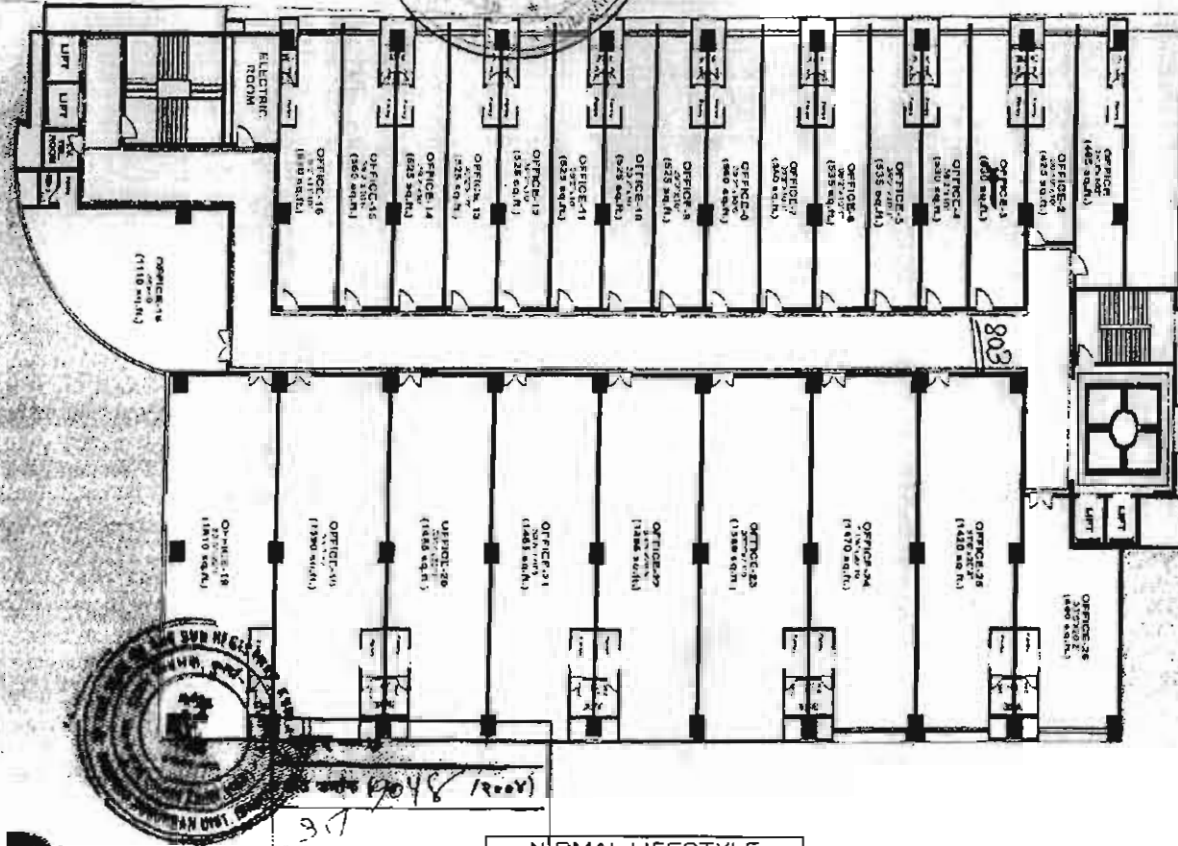


NIRMAL LIFESTYLE

6.9.22

NIRMAL LIFESTYLE
THE CORPORATE CENTRE

8TH. FLOOR PLAN



9.1
19048 / Rev



बंद - ७
पत्र क्रमांक १०५४ (२००४)
३२

THE RIGHTS GRANTED ABOVE REFERRED TO:

(Description of Plot over which development rights have been granted)

All those pieces or parcels of land hereditaments and premises lying being and situated at Village Nahur, Taluka and Registration Sub-District Kurla 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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संख्या-७
सं. सं. सं. (१९७४/१९७४)
८०

THE SECOND SCHEDULE ABOVE REFERRED TO :

Name of the Purchaser/s

: AKOLA Chemicals (India) Ltd

Address for correspondence

: c/o Kallie India, Ltd,

Shriwagar, Wagle Industrial Estate

Thane



PART - "A"

(Description of the premises / parking space / open garage
said Complex

Particulars of premises : Office No. 808 measuring 381
sq.ft. of Carpet area, on 8th floor,

PART - "B"

(Details of payments of consideration amount)

CHECK

L Aggregate Consideration Rs. 10,71,300/- (Rupees ten Lakh
Seventy One thousand Three hundred Only) payable as under :-

(a) Earnest money amounting to 10% of consideration i.e. :

Rs. 1,07,130/- (Rupees One Lakh seven thousand one hundred thirty

Only) (the payment and receipt whereof the Developers to hereby
admit and acknowledge) on or before the execution of this
Agreement ;

S. L. ...



पृष्ठ - ७
 क्रम संख्या 19048/1999
 871

(b) 15% of the consideration amount i.e. Rs. 160695/- (Rupees One lakh sixty thousand and sixty nine only) on completion of plinth.

(c) 60% of the consideration amount i.e. Rs. 642780/- (Rupees Sixty four thousand seven hundred eighty only) on completion of all slabs.

(d) 5% of the consideration amount i.e. Rs. 53565/- (Rupees Fifty three thousand five hundred and sixty five only) on or before completion of PLASTER.

(e) 5% of the consideration amount i.e. Rs. 53565/- (Rupees Fifty three thousand five hundred and sixty five only) on or before the finishing work i.e. tiling, plumbing, sanitary fittings, etc.

(f) Balance 5% i.e. Rs. 53565/- (Rupees Fifty three thousand five hundred and sixty five only) on possession being offered by the Developers to the Purchaser.

II. Rs. 147700/- 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. 89040/-
 (Rupees Eighty nine thousand forty only)

(b) Legal cost : Rs. 3000/- (Rupees Three thousand Only)

S. L. 22

घर - ७
प्लॉट क्रमांक (१९०४/१००४)
४०
४०

- (c) Expenses for : Rs. ₹ 5000/- (Rupees Five thousand Only)
 formation and 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.

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पत्र - ७

वर्ष क्रमांक 19048/2008

831

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.

THE THIRD SCHEDULE ABOVE REFERRED

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 high 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.



Handwritten signature/initials

42

पत्र - 10
प्लान नम्बर (9008/1000)
<i>SS</i>

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.



P. 2 - D



पत्र - ७
पत्र क्रमांक 1948/2007
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(Gen-520)

: 2

(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. Karmore
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 2007

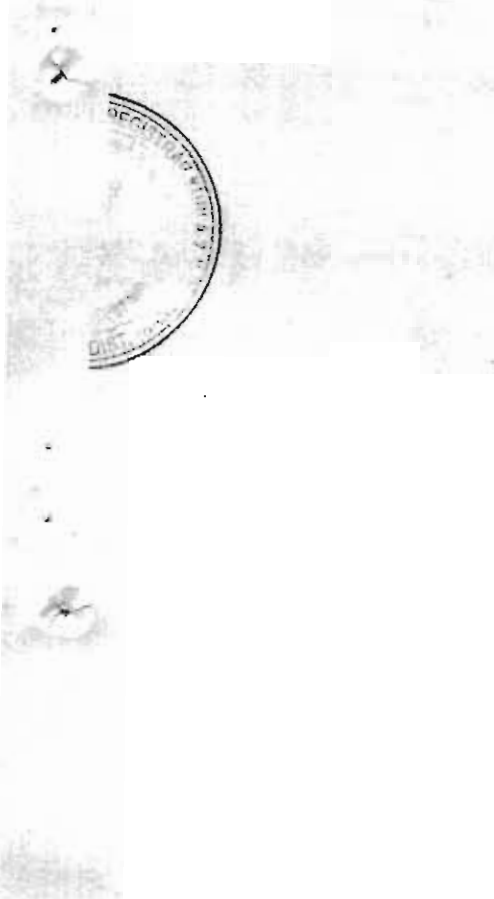
C.C. upto plan

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



[Signature]
13/11/2007
Assistant Engineer Building Proposal
Executive Engineer, Building Proposals
(Eastern Suburbs)
FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.



VALID UPTO 10:

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No CE/ 4506 /BPES/A T

COMMENCEMENT CERTIFICATE

FORM - 6
एवम क्रमांक 6045 (1000)
19 NOV 2001

M/S Hoechst Marion Roussel Ltd



Sir,

With reference to your application No. 3354 dated 19/11/2001 for Development Permission and grant of Commencement Certificate under section 44 and 69 of the Maharashtra Regional & Town Planning Act 1966, to carry out development and Building permission under section 346 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building No. 2 on plot No. 2 C.T.S No. 491/A 500 Divn/Village/Town Planning Scheme No. Nohur situated at Road/Street 135 MORG MUMBAI (N.D.) Ward T the Commencement Certificate/Building permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
3. The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

For: Dargah Associates Architects

शुक्र - ०
 ११६ JAN 2002
 ११६ JAN २००२

MUNICIPAL CORPORATION OF EASTERN MUMBAI
 CF-35070PES-AT

To /
 Mr. V.V. Desai
 60, Wharves Market,
 1st Floor, Chhatrapati
 MUMBAI - 400 001



Sub: Proposed commercial building No. 2 on C.T.S. 190 A-1 & 500 of village Kaban, Malabar C.

1. The conditions that the amended plans submitted by you for the above mentioned work on local approval subject to the compliance of the conditions mentioned in this office intimation of Disapproval under No. dated 13.8.2001 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 enforced as per amended plan.
- 4) That the S.O.C. from Ch.E. (MSE) shall be obtained and conditions therein shall be complied with.

One set of amended plans duly signed and stamped is hereby returned in token of the Municipal approval.

Yours faithfully,

Sd/

Executive Engineer,
 (Mdg. Proposals) (Eastern Suburbs)

11.6 JAN 2002

Copy to be sent for intimation to Shri D. Narresh Jain, C.A. to owner.

Executive Engineer
 (Mdg. Proposals) (Eastern Suburbs)

True Copy

For Dattania Associates
 Architects



WADIA GHANDY & CO.
 ADVOCATES & ATTORNEYS

- KACHUR JETHINA
- DAMBHA MOUKHIBHARA
- AMRAT'S BHATI
- ARON A. FARANSI
- PARZANI Z. MOULASANI
- NIGRA A. MOHY
- DIPNABE KHIMMALA
- SUKANY

RECEIVED

18

REGISTRATION DEPARTMENT

MUMBAI

REGISTRATION DEPARTMENT
 MUMBAI

REGISTRATION NO. 1811/13/24
 1811/13/24
 1811/13/24
 1811/13/24



TO WHOMSOEVER IT MAY CONCERN

Re: Pieces or parcels of land or ground (admeasured) aggregate 7957.65 square metres or thereabouts and being at Village Nahur, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban

1.(i) Hoechst Marion Roussel Ltd. ("Hoechst") 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 1,61,230.5 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 (hereinafter referred to as "the Larger Land");

(ii) out of the Larger Land:-

- (a) a plot admeasuring 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

WADIA GHANDY & CO., ADVOCATES & ATTORNEYS, 17A, MARKET STREET, MUMBAI 400 013. TELEPHONE: 67701. OTHER SITUATIONS: 17A, MARKET STREET, MUMBAI 400 013. 17A, MARKET STREET, MUMBAI 400 013. 17A, MARKET STREET, MUMBAI 400 013.

शहर - ७
एच/७७७ (१०५४/१००४)
४५

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 Haemacel Buildings and structures thereon was sold and conveyed to Mafatal Dyes and Chemicals Limited under a Deed of Conveyance dated 7th February, 1999;
- (c) a plot admeasuring 7728 square metres or thereabouts was sold and conveyed by Hoechst to Mafatal Dyes and 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 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 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



YALMA GHAIATY & CO.

शहर-७
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४०

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 following Buildings:

on terms and conditions specified therein;



(vii) under the said MOU Hoechst has agreed to construct buildings in a phased manner and to authorise and permit the Developers to presently develop a portion of the said plot measuring 51,700 square metres or thereabouts and which portion is more particularly described in the Schedule hereunder written (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



(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, utility, 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.S. Regulations out of the said Phase I Land, treating the said Phase I Land as a separate and independent developable plot.

(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.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.

(ix)

out of the gross area of 1,15,277.27 square meters of the said Land, areas of land aggregating to 21,000 square meters are reserved for garden and public use and the said Reservations hereinafter referred to as "the said Reservations" are reserved for land aggregating to 25,538 square meters and 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").



Handwritten form with fields for 'REG NO', 'DATE', and 'SIGNATURE'.

the area under road set back of retained land from Link Road (1) P. Road internal road open spaces etc.

W.V.V. GUNDR & CO

WADIA GHANDY & CO.

घाब-७
सं. ७०५४/२००४

- (xii) in pursuance of the said MOU, the parties had duly filed Form No.37-I 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 said MOU;
- (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 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 15th June, 2000;
- (xv) by and under a Development Agreement dated 25th 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" measuring 31,000 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.



WADIA GUANDY & CO.

प्लॉट नं. - 43
क.स. 4528/43 (70/48/1000)
43

(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 the said Land and the said plot described in the Schedule hereunder written:

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

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 for the years 1970 to 2001. We have also issued advertisements in two daily newspapers inviting objections from the public to the sale by Hoechst in favour of the Developers and have received no objection thereto from any person / 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.

संख्या - ७
वसति भागांक (१९५४/२००४)
५४

Subject to the existing mortgage in favour of HDP Ltd and the change of name in the property cards, Nirmal 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 of the aggregate 7957.65 square metres or thereabouts situated being at Village Nahur, Taluka and Registration Sub-District Kuria and District and Registration District Mumbai Suburban and bonded as follows.

- On or towards the North By remaining part of property bearing New CTS No. 491/A
- On or towards the South By Goregaon Mulund Link Road
- On or towards the East. By Sub Divided Plot B (owned by Maladai Dyex & 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 K. Wadia
Partner



44

17048 (2000)

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involving please quote No. and date of this order.

Intention of Disapproval under Section 316 of the Bombay Municipal Corporation Act, as amended up to date.

CE/4507/BPEB/17
 No. B. D. C. of 200 200

MEMORANDUM



H/s. Hoochut Marillon Roussel Ltd.

With reference to your Notice, letter No. 000603 dated 23-7-2000

and the plans, Section Specifications and Description and Proposed add/alt. to the existing building and details of your building and change of use, for furnished to me under your letter, dated 10-7-2000 of the building work proposed for execution under Section 316 of the Bombay Municipal Corporation Act as amended upto date, the following conditions are to be complied with before commencing work under Sec. 316(1)(a) of M.B.C.A. 1948:

1. That the compound wall is not constructed on all sides of the plot, also of road side with foundation below the bottom of road side drain without consulting the City Engineer from the adjoining holding in prior possession of holding, before starting the work under D.C. Regulation No. 11(2).
2. That the low lying plot will not be filled upto reduced level of adjacent road side adjoining road level, which is higher with masonry, earth, sand, etc. and level will be levelled, rolled, consolidated and sloped towards road side, before starting the work.
3. That the specifications for D.P. Development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the setback land will not be developed accordingly, including providing street lights and the completion certificate will not be obtained from Executive Engineer (R.C. & P.W.D.) before submitting building completion certificate.
4. That the Structural Engineer will not be appointed, supervision drawn under Regulation 5(1)(X) will not be submitted by him.
5. That the structural design and calculations for the proposed work, including for the existing building showing additional load will not be submitted to him.
6. That the regular sanctioned proposed floor area reservations will not be got demarcated at site through A.R. Survey (1:100) or (1:200) before applying for the certificate.
7. That the registered undertaking and additional copy of plan shall not be submitted in hand over the setback land free of encroachment and that the setback boundary certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.C.A.
8. That the Indemnity Bond indemnifying the Corporation for damages, death, accident, etc. to occupants and an undertaking regarding enhance will not be submitted before commencing the work.
9. That the existing structure proposed to be demolished will not be demolished as per programme with agreement will not be submitted and not approved before commencing the work.
10. That the requirements of M.C.A. of M.S.J.D. Ltd. will not be obtained and the requirements will not be complied with before occupation certificate is issued.
11. That the conditions mentioned in release letter of Executive Engineer (R.C. & P.W.D.) dated 12-10-2000 will not be complied with.
12. That the specified technical site supervision through architect/structure engineer will not be appointed before applying for C.O. and his name and license No. shall be submitted to the Corporation.
13. That extra water and sewerage charges will not be paid as Assistant Engineer, Mumbai.

True Copy

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खण्ड - ७
संख्या ७५४ (१९४४)
५६

() That proper gutters and down pipes are not intended to be put in the layers 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 observe the before mentioned objections and not by requirements of the Act you will be at liberty to proceed with the said building or work as aforesaid before the City of Mumbai but not so as to contravene any of the provisions of the said Act, or any rules, regulations or bye-laws made under the said Act in this behalf.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation.

[Signature]
 Executive Engineer, Building



SPECIAL INSTRUCTIONS.

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WITHIN YOUR PROPERTY.
 - (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to supervise, regulate and control the power, force and functions conferred and imposed upon and vested in the Commissioner by Section 34 of the said Act.
 - (3) Under Bylaw, No. 8 of the Commissioner has fixed the following levels:—
 - (a) Every person who shall erect a new domestic building shall cause the same to be built so that every part of the block shall be—
 - (i) Not less than 2 feet (60 cms) above the centre of the adjoining street at the rear end of the block if the drain from such building can be connected with the sewer line existing or to be laid in such street.
 - (ii) Not less than 2 feet (60 cms) above every portion of the ground within 5 feet (150 cms) of such building.
 - (iii) Not less than 92 ft () meters above Mean High Water.
 - (4) Your attention is invited to the provision of Section 332 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of a building which is not a tenement, to the Commissioner, within fifteen days of the completion or of the occupation, whichever first occurs. The compliance with this provision is punishable under Section 77 of the Act if the person liable to give notice fails to do so in the manner provided in the said Act, or if he fails to give notice within the period specified in the said Act.
 - (5) Your attention is further drawn to the provision of Section 333-A of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of a building which is not a tenement, to the Commissioner, within fifteen days of the completion or of the occupation, whichever first occurs. The compliance with this provision is punishable under Section 77 of the Act if the person liable to give notice fails to do so in the manner provided in the said Act, or if he fails to give notice within the period specified in the said Act.
 - (6) Proposed date of commencement of work should be communicated as per requirement of Section 347 (1) (a) of the Bombay Municipal Corporation Act.
 - (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.
 - (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural permission shall be granted only if the same may be fixed by 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

NOTICE OF INTENTION

2008 (2008)

- 15 That the proposal for the proposed by-law sub-division, amalgamation, etc. shall be submitted along with the terms & conditions which will be submitted for the C.C. and compliance thereof will not be done before submission of B.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 consequence of settlement of floors and plinth fillow etc.
- 17 That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & 'NR' from Tree Authority will not be submitted.
- 18 That the notice under Sec 113(1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimation the date of commencement of work & intimation will not be sent to him for checking the open spaces & building dimensions as soon as the plinth is completed.
- 19 That the clearance certificate from Assessment Department regarding upto Municipal Taxes etc. will not be submitted.
- 20 That the requirement of by law 4(c) will not be complied with before starting the work and in case Municipal sewer is not laid, the drainage work will not be carried out as per requirement of Executive Engineer (S.P.) Planning and completion certificate will not be submitted.
- 21 That the copy of intimation of disapproval conditions & other layout or standards imposed by the Corporation in connection with the development on site shall not be purchased and also displayed on site. That the development charges as per (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 garage entrance shall not be provided before starting the work.
- 25 That the registered undertaking in prescribed proforma agreeing to demolish the excess area of constructed beyond permissible F.S.I. 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 documents evidencing existing ownership, area & boundaries of holding is not produced before the extracts from the District Department of Land Records, extracts from City Survey Record and conveyance deed etc.
- 28 That separate P.F. funds for each sub-divided plot, road, etc. will not be submitted.
- 29 That the debts will not be cleared before submitting the building completion certificate & separate deposits will not be paid before starting the work towards faithful compliance thereof.
- 30 That the N.O.C. from District Engineer for the proposed development will not be obtained & intimation will not be complied with.
- 31 That the proposal for an up-4 by-law sub-division shall not be submitted and not approved before the work and terms and conditions thereof will not be complied with.
- 32 That the proposal will contravene the section 241(A) of the Mumbai Municipal Corporation Act.
- 33 That the records from District Engineer, Water Works regarding location, sub-division, etc. will not be submitted for the proposed and existing work will not be submitted before the work and intimation will not be complied with.
- 34 That the records of existing tank will not be provided as per 'P' form issued by the District Engineer and structural design to that effect admitted before submission of intimation certificate.
- 35 That the phos. program for infrastructural development will not be submitted and not approved and will not be accepted as per phos. program.
- 36 That the intimation for paying additional premium due to increase in land rate or land value equalized shall not be submitted.
- 37 That the C.C. from revenue officer shall not be submitted.
- 38 That the infra-structural works such as, construction of hand-holes manholes, ducts for underground cables, concealed wiring inside the flat rooms, room-spaces for telecom installations, etc. required for providing tele. services shall not be provided.



Handwritten notes and stamps at the bottom left, including a circular stamp with 'MUMBAI' and '18/12/08'.

MUNICIPAL CORPORATION OF BANGALORE
 No. CE/487/MP/2007

15 AUG 2007
 45

- 39. That the requisitions of clause Nos.45 & 46 of D.C.R.91 shall not be submitted.
- 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 III) as per D.C.R.12(A) & NCR from Ch.E.(M&P) 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 under-occupancy order of T.D.R. to M.C.O.M.
- 45. That the NCR from Ward officer '1' Ward regarding closure of factory & workshop shall 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 M&P for artificial light & ventilation will not be submitted.



- 48. 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 building.
- 2. That the requirement of N.O.C. from U.I.C&R Act will not be completed for the work above ground level.

- 49. CONDITIONS TO BE COMPLIED WITH BEFORE C.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-III Sec.22 dt. 01/11/06 obtained from the competent authority under U.I.C&R Act 1976 will not be complied with as per clause 19 of order showing reserved 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-9294/11 of 26.6.19.8.
- 4. That the surface drainage arrangements will not be made in consultation with Executive Engineer (S.W.D.) or as per his orders and a completion certificate will not be obtained and submitted before applying to competent authority for C.C.
- 5. That 10'0" wide paved path as per clause 22 will not be provided.
- 6. That the sun shade, parking spaces and terrace will not be kept open and not left upon and will be levelled and developed before requesting to grant permission to occupy the building or submit the C.C. whichever is earlier.
- 7. That the name, plot, board showing plot No., name of the building etc. will not be displayed in a prominent place above the C.C.
- 8. That the parking spaces shall not be provided as per D.C. Regulation No.16.
- 9. That the C.C. will not be obtained and T.O.D and debris deposit etc. will not be stamped for refund within a period of six months from the date of its payment.
- 10. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewells and pumping that water through a separate vertical 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, terminals, flush valves, joints in drainage pipes etc. and that the workmanship is found very satisfactory, shall not be submitted.
- 12. That three sets of plans mounted on canvas will not be submitted.

Handwritten signature and date:
 15/8/2007
 15/8/2007



2727 - 0
MUMBAI MUNICIPAL CORPORATION (M.M.C.)
No: 4587/DPES/AT
18/04/2008

MUNICIPAL CORPORATION OF GREAT MUMBAI
No: 4587/DPES/AT

13. That the certificate from I.M.I Inspector regarding satisfactory installation & operation of the lift will not be submitted.
 14. That adequate provision for personnel boxes shall not be made at suitable location on ground floor sill.
 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 Insecticide 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.(I.P.)
 17. That the registered undertaking for road portion at an access to 10% annuity will not be submitted.
- (D) CONDITIONS TO BE OBTAINED WITH BEFORE M.C.C.
1. That certificate under Sec.270-A of the Mumbai Municipal Corporation Act will not be obtained from I.P.'s department regarding adequacy of water supply.

[Signature]
Executive Engineer
(Old Proposals/Re-learn Submits)



No. EBCE/ 407 1897

NOTES

DATE	18 AUG 1988
ARE COMPLIED WITH	C.O.

- (1) The work should not be started unless objections
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencing 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. Railways 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 on full flushing system with necessary drainage treatment should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the board and application made to the Ward Officer with the required deposits for the carriage entrance, over the road side drain.
- (6) The owners shall instruct the Hydraulic Engineer or his representative in writing 15 days prior to the date of which the proposed construction work is taken in hand. Any water existing in the compound will be utilised for their construction works and they will be liable for any Municipal Water for constructional purposes. Failing this, it will be presumed that no water has been consumed on the construction works and bills preferred accordingly.
- (7) The boarding or screen wall for supporting the deposit of building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffolding, bricks, metal, and pipe debris, etc. should not be deposited over footpaths or public street by the owner/Architect/contractor, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obtaining all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above ground should not be started before the same is shown to this office by the concerned and acknowledged architect from him regarding correctness of the area, space and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneous with commencement of the work as the Municipal Corporation will require time to consider the same to avoid the excavation of the road and footpath.
- (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 when water connection is granted (except for the constructional purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 343 of the Bombay Municipal Corporation Act and as per the terms and conditions for 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 last in construction work and should be complete to the satisfaction of Municipal Commissioner including lamping lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through existing building or culvert, if any should be maintained in the compound.
- (17) The surrounding open space around the building should be consolidated and covered with broken glass pieces at the rate of 125 cubic meters per 10 sq. meters of the plot.
- (18) The compound wall or fencing should be constructed clear of the road which runs with foundation below level of bottom of road side drain without obstructing the flow of water from adjoining building before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structure proposed to be demolished are demolished.



(21) This condition of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the (Mumbai V. C. Ordinance under Section 12(A) (B) of the Rent Act and in the event of your proceeding with work other than an intention about renewing the work under Section 27(1) (not over starting the work without removing the structures proposed to be covered the Act shall be taken a severe breach of the conditions under which this Instrument of Disapproval is given. That the sections will be revoked and the commencement certificate granted under Section 45 of the M. C. Act (Mumbai Regional and Town Planning Act, 1964, (12 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 plan should not be taken up in hand unless the City Engineer is satisfied with the following :-

- (i) Specific plans in respect of evicting or rehousing the existing tenants or your stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are to vacate or the alternative accommodation in the proposed structure at standard.
- (iii) Plans showing the phased programme of construction has to be duly approved by the Municipal Corporation Control, Rules regarding open spaces, light and ventilation of existing structures.

(22) In case of extension to existing building, blocking of existing windows or doors or depriving light and air from other sides should be done first before starting the work.

(23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.

(24) The bottom of the over head storage tank above the finished level of the terrace shall not be more than 1 meter.

(25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authority, where necessary is obtained.

(26) It is to be understood that the foundations must be excavated down to hard soil.

(27) The position of the sinks and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

(28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

(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 Mumbai, as required in Section 331-A of the Municipal Corporation Act.

(30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or flanges. The manholes of all fixtures shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and hinge removed on lightly having the purpose of a lock and the opening pipes of the ribbet protected with square or dome shape pieces (like a garden mat) with cover pipes with perforations each not exceeding 1.5 mm. in diameter. The covers shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be secured and extended 40 cm. above the top where they are to be fixed so the lower ends in cement concrete blocks.

(31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles is not to the use of glass glass for covering over compound wall.

(32) (a) Louvers should be provided as required by By-law No. 3 (b).

(b) Lightening Arches should be provided over Door and Window openings.

(c) Plans etc should be laid as required under Section 234-1 (e).

(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 shall do so at your own risk.



J. Executive Engineer, Building Properties
E. S.
Zonal.....Ward.....



REGULATED CARD

बदर - ७
कमल प्रमाण (1/0/04)
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मेकसिडी से बन्द फेडको फार्मा प्रोपर्टी मारिटेड - बरेली - गझर
गाम, डा. मोहम्मद हुसैन को/श्री यु 31 यु 31
11-10-1955 तारीख 1/31-11-1955 तारीख 2/11-1955 तारीख



मेकसिडी से बन्द फेडको फार्मा प्रोपर्टी मारिटेड - बरेली - गझर	गाम, डा. मोहम्मद हुसैन को/श्री यु 31 यु 31	11-10-1955 तारीख 1/31-11-1955 तारीख 2/11-1955 तारीख



मं. ३०८ नि...
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STATED TO BE TRUE COPY

KIRTI E. MENKA
 ARCHITECT
 CA/82/0740

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नाहूर
 G. N. S. D., No. 1316, dated 16-8-58.7 RULED CARD

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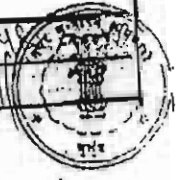
KIRTI D. NENTA
 ARCHT.
 CMB/20740

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P. R. R. D. (S. 1916 (10-11-19)) RULED CARD

खबर - ७
पत्र का मूल्य १.००
1967



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बन्ध-७
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G. P. R. D. No. 1572/2007 Ruled Card

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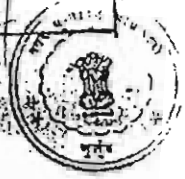
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 KIRTI R. MEHTA
 ARCHITECT



पत्र-७
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POSTAL REGISTERED CARD

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 १९११-१९१२-१९१३



[सो. रपु.के. जयेश्वर]



[जो.र. सं.पु. जयेश्वर]

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६०३ ७-२-२१	६०३ ७-२-२१	६०३ ७-२-२१
१९११-१९१२-१९१३	१९११-१९१२-१९१३	१९११-१९१२-१९१३
[६-१]	[६-१]	[६-१]
जो.र. सं.पु. जयेश्वर	जो.र. सं.पु. जयेश्वर	जो.र. सं.पु. जयेश्वर



पत्र-७
कस नमूना (२०५४/२००५)

रजिस्ट्रार
दफ्तार
पुणे - मिन
मिनिस्ट्री

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बेज ७७५०-३ नं. मी.
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दफ्तार-३३
बेज ७७५०-३ नं. मी.



मिनिस्ट्री
दफ्तार-३३
बेज ७७५०-३ नं. मी.
मिनिस्ट्री
दफ्तार-३३
बेज ७७५०-३ नं. मी.

मिनिस्ट्री

मिनिस्ट्री

मिनिस्ट्री
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बेज ७७५०-३ नं. मी.

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मिनिस्ट्री



नाम
R. U. R. D. No. 1814, 20/11/65, RULED CARD

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KIRTI D. BHATA
ARCHITECT
CAMP 6740

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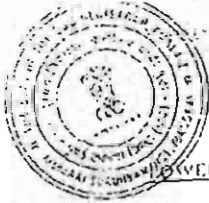
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100RS



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A rectangular stamp with handwritten details: "बत-6", "बत नंबर 19048", "100", "बत-6", "बत नंबर 12727", and "10001".



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME:
Mr. Dharmesh S. Jain, Director / Authorised Signatory
Narmad Lifestyle Pvt. Ltd. having office at Jawahar Park, Jaipur
10, National Highway West, SEND GREETINGS:

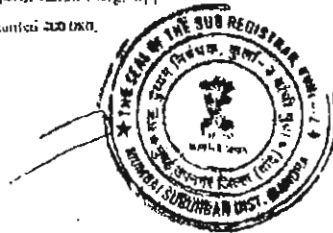


बदर-७
पार क्रमांक (२३१) / १००२



बदर-७
पार क्रमांक (१०५४) / १००४

WITNESSETH being one of the Directors / Authorized Signatory of M/s. [Name], who has undertaken a project of construction of [Name] buildings in the project named RESIDENCY [Name] and [Name] and bearing New C. E.S. No. 210A (100), L.S. Marg, Opp. [Name], Maligaon, Mumbai (West), Mumbai 400 080.



REG-2
 (6729 (2002))
 31

of the said flat as against Mr. Vaidhyanathar Pillai / Mr. Ashok Ramya / Naik, individually or jointly for the purpose of registration of documents and completing the formalities in the office of the Sub Registrar, Chennur / Mumbal or other concerned Sub Registrar of Assurance.

concerned Sub Registrar
 9048 / 2002
 02

NOW KNOW YE, I, E.S.L. PRESENTS

Mr. Mahesh S. and Dhanraj / Authorized Signatory of M/s. Nimal Lifestyle Ltd. on behalf of the said company, Mr. Vaidhyanathar Pillai / Mr. Ashok Ramya Naik and Mr. Vaidhyanathar Pillai / Mr. Ashok Ramya Naik to do the following:



1. To sign and stamp on my behalf, in the capacity of Authorized Signatory of M/s. Nimal Lifestyle Ltd. in the office of the Sub Registrar of Assurance, Chennur / Mumbal or other concerned Sub Registrar of Assurance, 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.

2. The aforesaid attorneys are not authorized to execute any agreement for sale of flat / shops / offices etc. and are authorized only to admit and sign the agreements etc. as referred to Clause No. 1 hereinafore.



१९८४
 १९८४ (१९८४) (१९८४)
 १९८४

And generally to do all other acts and things as my attorneys
 may consider necessary for execution or completion with
 completing the registration form filed of Agreement for Sale of
 M/s. Nirma Lifestyle Ltd. in the office of the Sub-Registrar
 Chennai / Madurai or other competent Sub-Registrar
 Assurances as fully and effectually as I could do in such



IN WITNESS WHEREOF I, Dharmesh S. Jain,
 Secretary of M/s. Nirma Lifestyle Ltd., have
 signed and delivered this on the _____ day of _____ 2008



SIGNED, SEALED AND DELIVERED BY
 The undersigned
 Mr. Dharmesh S. Jain
 Director of M/s. Nirma Lifestyle Ltd.
 In the presence of _____

धर्मेश - ७
 १९८४ (१९८४) (१९८४)
 ७३/



१०११/२००२ १०११/२००२		१०११/२००२ १०११/२००२	१०११/२००२ १०११/२००२	१०११/२००२ १०११/२००२
१०११/२००२ १०११/२००२		१०११/२००२ १०११/२००२	१०११/२००२ १०११/२००२	१०११/२००२ १०११/२००२



१०११/२००२
 १०११/२००२
 १०११/२००२



दिनांक 09/12/2007

सं. 1 E

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दस्तावेज संख्या - 2

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दस्तावेज संख्या - 2

दस्तावेज संख्या - 2

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प्रमाणित किया जाता है कि...

प्रमाणित किया जाता है कि...

दिनांक 09/12/07
 प्रमाणित किया जाता है कि...

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प्रमाणित किया जाता है कि...

दस्तावेज क्रमांक	दस्त गोपतारा भाग-1	1054
दिनांक		दिनांक 1054/2004

पदाधिकाऱ्याचा प्रकार	विवरण	छायाचित्र	अंतिमता
मिशनरी	मिशनरी वय 35 पत्नी <i>मि. मि. मि.</i>		
मिशनरी	मिशनरी वय 33 पत्नी <i>मि. मि. मि.</i>		



दस्ता गोपयारा भाग - 2

दस्ता

दस्ता क्रमांक (1054/2004)

७७/७७

दस्ता क्र. (बदल 1054/2004) या संदर्भात बाजार क्र. 1019/60 गोपयारा 1071300 मारसेल मुद्रांक शुल्क : 107150

दस्ता हजेर केलाचा दिनांक 28/01/2004 11:08 AM

नियुक्तीचा दिनांक : 28/01/2004

दस्ता हजेर करणाऱ्याची नावे :

P. S. ...

पावती क्र.: 10770 दिनांक: 28/01/2004

पावतीचे दर्जा

मॅग. मॅगर्स ऑपेना रेगिस्ट्रार (दंडिना) डि. कॉ. ज्येष्ठ श्री. रंती राजर जागीला

10/20 : नॉटरीची
549 : नव्याने (अ. 11(1)), एकाकनाची
नमून (अ. 1 (2)),
रुग्णात (अ. 2) व छायापिण्या (अ. 13) :-
एवढीही ही

28/01/2004 एवढी

दस्ताचा प्रथम (28) पंजाबना
दस्ता क्र. 1 ची वेळ : (कार्यवाही) 28/01/2004 11:04 AM
दस्ता क्र. 2 ची वेळ : (कार्यवाही) 28/01/2004 11:06 AM
दस्ता क्र. 3 ची वेळ : (कार्यवाही) 28/01/2004 11:08 AM
दस्ता क्र. 4 ची वेळ : (कार्यवाही) 28/01/2004 11:08 AM

दस्ता गीत केलाचा दिनांक : 28/01/2004 11:08 AM

ड. निदेशकाची सही, कुर्जा 2 (दस्ता):

ड. पु. बडकळ

ओळख :
शाहीन इतर शत निदेशका करिता जी, ते दस्तऐवज करून देणाऱ्या जागीला ओळखतात.

1) अर्थ : स. यु. 301

दस्ता क्र. 1

दस्ता क्र. 2

दस्ता क्र. 3

दस्ता क्र. 4

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दस्ता क्र. 44

दस्ता क्र. 45

दस्ता क्र. 46

दस्ता क्र. 47

दस्ता क्र. 48

दस्ता क्र. 49

दस्ता क्र. 50

प्रीतिगुप्त कल्याण वत कि या दस्तायचे
एवढी ही (७७/७७) च्याने जाहीत.
बदल ७/ २००४ १२००४
दस्ता क्रमांक : १०५४/२००४
दिनांक २८/०१/०४
दस्ता

ड. पु. बडकळ
मुख्य निदेशक कुर्जा-२
मुंबई उपनगर जिल्हा,
मु. पु. बडकळ

ड. निदेशकाची सही, कुर्जा 2 (दस्ता):
ड. पु. बडकळ



डा. ...
गंगा लक्षि या. (१२-२-२०१५)
अनुसार नफाद विद्ये
दिनांक 22 JAN 2016
ड. पु. बडकळ
मुख्य निदेशक, कुर्जा-२
मुंबई उपनगर जिल्हा.

३३/३५
५१/५२

सही न

Shahar
मुख्य निदेशक कुर्जा-२
मुंबई उपनगर जिल्हा.

Original true copy to be obtained



Wednesday, January 28, 2004

11:06:03 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 1070

गावाचे नाव नाहूर

दिनांक 28/01/2004

दस्तावेजाचा अनुक्रमांक वदर 7 - 01054 - 2004

दस्तावेजाचा प्रकार करारनामा

सादर करणाराचे नाव: मेसर्स अकोला केमिकल्स (इंडिया) लि. तर्फे डायरेक्टर श्री. शेरी रतनशा वाडीया - -

नोंदणी फी :- 10720.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 1540.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (77)

एकूण रु. 12260.00

आपणास हा दस्त अंदाजे 11:20AM ह्या वेळेस मिळेल

Handwritten signature

दुय्यम निबंधक
कुर्ला 2 (विक्रोळी)

बाजार मूल्य: 1019760 रु. मोबदला: 1071300 रु.

भरलेले मुद्रांक शुल्क: 107150 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एस बी आय, मुंबई - 1.;

डीडी/धनाकर्ष क्रमांक: 512377; रक्कम: 10720 रु.; दिनांक: 14/01/2004

सु. पु. वडकस

बह. दुय्यम निबंधक, कुर्ला-२

मुंबई उपनगर जिल्हा.

Handwritten notes and signatures

Handwritten signature

शासन परिपत्रक क्रमांक. २०००/९४/प्र. क्र. २५/म-१, दि. २४/३/२०००

Page 1 of 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : **425101**

Receipt Date : **20-JAN-04**

Received From : **AKOLA CHEMICALS (I) LTD**

On Account of : **SALE OF STAMPS**

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (in Rs.)
DD	842277	14-JAN-04	DEUTSCHE BANK	6	107,130.00



DELETED

Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)
1	SPECIAL ADHESIVE	1	107130	107,130.00
Total :				107,130.00



DELETED

DELETED
 वस्तु क्रमांक (9048/2004)
 9/

Rs. : **107130** Rupee **One Lakh Seven Thousand One Hundred thirty only**

V.M. DEANWISAY
V.M. DEANWISAY
 कति

At the time of Registration, please produce the original receipt before the Cashier / Accountant Sub-Registrar. Signature / Designation



बंदर - ७
वसु क्रमांक 19048/2004
21

ARTICLES OF AGREEMENT made at Mumbai this 2nd day of January 2004 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 / Messers Akola Chemicals (India) Ltd
 Bombay Indian Inhabitant, having his / her / their residence / office at
c/o Rallis India Ltd, Shrumagar, Wagle 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.

2-2-04

B. 107/1301 -
 425701
 Akola
 Rs. One Lacs Seven Thousand One Hundred and One Rupees
 GENERAL STAMP OFFICE TOWN HALL FORT MUMBAI MAH-GSO/0066
 INDIA
 Rs. 0107130
 2948
 113646
 20 JAN 20 2005
 PB 107130
 STAMP DUTY MAHARASHTRA

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

WHEREAS:-

वदर - ७
दस्त क्रमांक (२०५४ / २००४)
३१

(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 (hereinafter referred to as "the Larger Land")

(ii) out of the Larger Land:-

(a) a plot admeasuring 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 ("NPIL") under a Deed of Conveyance dated 30th September, 1998;

(b) a plot admeasuring 16,824.15 square metres or thereabouts together with the Haemacel 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 Mafatlal Dyes & Chemicals Limited under a Deed of Conveyance dated 30th December, 1999;



S. 22



41

खदर-७
खदर क्रमांक (9048 / 2008)
32

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of Plot over which development rights have been granted)

All those pieces or parcels of land hereditaments and premises lying being and situated at Village Nahur, Taluka and Registration Sub-District Kurla 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.

S. C. R.

42

38

बदर-७
संज्ञक क्रमांक 19048/2008
801

THE SECOND SCHEDULE ABOVE REFERRED TO :

Name of the Purchaser/s

: Akola Chemicals (India) Ltd

Address for correspondence

: c/o Kallis India Ltd,

Shriwagar Wagle Industrial Estate
Thane



PART - "A"

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

Particulars of premises : Office No. 808 admeasuring 381
sq.ft. of Carpet area, on 8th floor,

PART - "B"

(Details of payments of consideration amount)

CHECK

I. Aggregate Consideration Rs. 10,71,300/- (Rupees ten Lakhs
Seventy One thousand three hundred Only) payable as under :-

(a) Earnest money amounting to 10% of consideration i.e. :
Rs. 1,07,130/- (Rupees One Lakh Seven thousand one Hundred
Only) (the payment and receipt whereof the Developers to hereby
admit and acknowledge) on or before the execution of this
Agreement ;

802

वक्र - ७
वक्र क्रमांक (१०५४ / २००४)
४१

(b) 15% of the consideration amount i.e. Rs. 160695/- (Rupees One Lakh Sixty Three thousand and Six hundred & ninety five only) on completion of plinth.

(c) 60% of the consideration amount i.e. Rs. 642780/- (Rupees Six Lakh Two thousand Seven hundred Eighty only) (on completion of all slabs)

(d) 5% of the consideration amount i.e. Rs. 53565/- (Rupees Fifty Three thousand Five hundred sixty five only) on or before completion of PLASTER.

(e) 5% of the consideration amount i.e. Rs. 53565/- (Rupees Fifty Three thousand Five hundred sixty five only) on or before the finishing work i.e. tiling, plumbing, sanitary fittings, etc.

(f) Balance 5% i.e. Rs. 53565/- (Rupees Fifty three thousand Five hundred sixty five only) on possession being offered by the Developers to the Purchaser.

II. Rs. 147700/- 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 maintance) Rs. 89040/-
 (Rupees Eighty Nine thousand forty only)

(b) Legal cost : Rs. 3000/- (Rupees Three thousand Only)

S. L. 22



45

बदर - ७

41

दस्तावेज क्रमांक (१०५४/२००४)

83/

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.

THE THIRD SCHEDULE ABOVE REFERRED TO
LIST OF FIXTURES, FITINGS,
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 high 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.

82-20

MRS. MEGHA R. MAHAJAN

B.Com., LL.B.

Advocate

Res:- 1206/A-24 TOWER, HAPPY VALLEY COMPLEX,
MANPADA, THANE (W)- 400.607. PH. NO. 2589 0887.

Off- 306, 3rd FLR, SHIVNERI BLDG., OPP. GAONDEVI MAJDAN,
GOKHALE RD., NAUPADA, THANE(W). PH. NO. 2541 1233.

Ref. No. :- 07/12/4753-2

Date :- 07-01-2008.

TITLE INVESTIGATION REPORT (TIR)

1] Name of the Branch/BU seeking opinion :- State Bank of India, Chembur Branch.

2] Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. :

3] Name of the unit/concern/company/person offering the property/(ies) as security.

M/s. Akola Chemicals (India) Ltd..

4] Constitution of the unit/concern/person/body/authority offering the property for creation of charge. : Limited Company viz. M/s. Akola Chemicals (India) Ltd..

5] State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) : Borrowers.

6] a) Particulars of the documents scrutinized-serially and chronologically

1) Copies of Property Cards.

2) Copy of Memorandum of Understanding executed between Hoechst Marion Roussel Ltd and M/s. Nirmal Lifestyle dated 31-03-2000.

3) Copy of Development Agreement executed between Hoechst Marion Roussel Ltd, as the 'Owners' and M/s. Nirmal Lifestyle, as the 'Developers' dated 23-02-2001, which is duly registered in the office of sub-registrar of assurances at Mumbai bearing Serial No. BDR 3 - 2851/2001.

4) Copy of Receipt dated 14-06-2001 regarding registration of Development Agreement.

5) Copy of Power of Attorney given by Mr. Dharmesh S. Jain, Director of Nirmal Lifestyle Ltd. in favour of 1] Mr. Vaibhav S. Patil & 2] Mr. Ashok R. Naik dated 11-12-2002, which is duly registered in the office of sub-registrar of assurances at Mumbai bearing Serial No. BDR 7 - 9121/2002.

6) Copy of Commencement Certificate issued by Brihanmumbai Municipal Corporation vide its letter No. CE/4506/BPES/AT dated 19-11-2001.



1/1/1

- 7) Copy of Title Certificate dated 21-05-2001 issued by Advs. Wadia Ghandy & Co..
- 8) Copy of Agreement for Sale executed between M/s. Nirmal Lifestyle Ltd. and M/s. Akola Chemicals (India) Ltd. dated 22-01-2004. which is duly registered in the office of the sub-registrar of assurances at Mumbai bearing Serial No. BDR 7-01054/2004.
- 9) Copy of Receipt dated 28-01-2004 regarding registration of Agreement for Sale.
- 10) Copy of Release Letter dated 03-10-2005 issued by HDFC Ltd..
- 11) Copy of Application made by Architects Daisaria & Associates in respect of obtainment of occupation certificate from BMC.
- 12) Copies of Maintenance Receipts issued by M/s. Nirmal Lifestyle Ltd..
- 13) Copy of Letter dated 07-01-2008 issued by M/s. Nirmal Lifestyle Ltd. in respect of confirmation of building name 'Corporate Office' itself is 'Corporate Centre' and it is Building No. 1 as per BMC plans & Commencement Certificate.
- 14) Copy of approved plan.

b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.

The original documents in respect of the subject property have been verified by me.

7] Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/registered mortgage.

Office No. 803, on Eighth Floor, admeasuring 381 Sq. ft. (Carpet), in a building known as "CORPORATE OFFICE", in "NIRMAL LIFESTYLE", constructed on the plot of land bearing C.T.S.No. 491/A (pt), lying being situate at Village Nahur, Mulund, Tal. Kurla, Mumbai, within the limits of Brihanmumbai Municipal Corporation and in the Sub-Registration Dist. & Registration Dist. of Mumbai City & Mumbai Suburban.

8] Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the title.

After going through the record documents it is seen that Land bearing C.T.S. No. 491/A (pt), admeasuring 1,61,320.5 Sq. mtrs., lying being situate at Village Nahur, Mulund, Tal. Kurla, Mumbai was belonging to Hoechst Marion Roussel

Ltd. prior to 1973. And out of the aforesaid larger portion various sub-plots therein were sold & conveyed by the said Hoechst Marion Roussel Ltd. to various purchasers viz. Nicholas Piramal India Ltd., Mafatal Dyes & Chemicals Ltd. & Vinotak Investment Pvt. Ltd.. And the residual portion of about 1,15,277.27 Sq. mtrs. is already developed by the said Hoechst Marion Roussel Ltd. having total built up area about 35,708.61 Sq. mtrs.. Further it is seen that Hoechst Marion Roussel Ltd. have obtained an order dated 30-06-98 from the Corporation for development of the residual portion of the larger land, subject to the terms & conditions mentioned in the order. And whereas the said Hoechst Marion Roussel Ltd. have agreed to sell the remaining portion about 24,432.46 Sq. mtrs. out of the said larger property to M/s. Nirmal Lifestyle Ltd. by a Memorandum of Understanding dated 31-03-2000 on certain terms & conditions mentioned therein. And further it is seen that pursuant to the aforesaid Memorandum of Understanding the said Hoechst Marion Roussel Ltd. have granted development rights in respect of the said property to M/s. Nirmal Lifestyle Ltd. by a Development Agreement dated 23-02-2001 registered at Serial No. BDR 3 - 2851/2001 & Supplemental Agreement dated 23-02-2001 for the consideration & upon the terms & conditions mentioned therein. And the said M/s. Nirmal Lifestyle Ltd. have developed the said property by obtaining necessary permission from the concerned authorities.

And whereas by an Agreement for Sale dated 22-01-2004 (duly executed on stamp of Rs. 1,07,150/- under the provisions of Bombay Stamp Act, 1958) and duly lodged for registration in the Sub-Registrar's office at Mumbai, vide Receipt No. BDR 7-01054/2004 dated 28-01-2004 by paying registration fees of Rs. 12,260/-, entered in to between the said M/s. Nirmal Lifestyle Ltd., as the "Developers" and M/s. Akola Chemicals (India) Ltd., as the "Purchaser", the Developers have sold and the Purchaser has purchased the said Office No. 803, on Eighth Floor, admeasuring 381 Sq. ft. (Carpet), in a building known as "CORPORATE OFFICE", in "NIRMAL LIFESTYLE", for a total consideration of Rs. 10,71,300/- and on the terms and conditions contained therein.



M/R

9] Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam holders or Govt. Grantee/Allottee etc.)

Ownership Rights.

10] a) Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. details thereof. if yes, give the details thereof.

NOT APPLICABLE

b) The period covered under the Encumbrances Certificate and the name of the person in whose favour the Encumbrance is created and if so, satisfaction of charge, if any.

NOT APPLICABLE

11] Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?

NOT PRODUCED

12] Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.

NOT APPLICABLE

13] Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.

NOT APPLICABLE

14] In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.

NOT APPLICABLE

15] The specific persons who are required to create mortgage/to deposit documents creating mortgage.

M/s. Akola Chemicals (India) Ltd., through its authorised signatory.

Place : Thane

Date : 07-01-2008

MRS. MEGHA R. MAHAJAN

Advocate



CERTIFICATE OF TITLE

I have examined the original Title Deeds intended to be deposited relating to the Schedule property/(ies) and offered as security by way of Registered/Equitable/English Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, Title and Interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that the deposit of following original title deeds/documents would create a valid and enforceable equitable mortgage.

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.

1.A. I confirm having taken search of records of Registrars' Office (s) from Inspection Book No. (I) and other relevant records for last 30 years by paying the necessary search fee of Rs. 750/- paid vide receipt No. 5/2008 dated 01-01-2008. The original search receipt is enclosed herewith. I do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search, subject to the record made available for my verification in the sub-registrar's office.

1.B. Following scrutiny of Registrars' Office (s) and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.

2.A. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from Encumbrance Certificate for the period from 1978 to 2007 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

3. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, M/s. Akola Chemicals (India) Ltd..

4. I certify that M/s. Akola Chemicals (India) Ltd. has/have an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following original title deeds/documents would create a valid and enforceable mortgage.

- i) Original Agreement for Sale executed between M/s. Nirmal Lifestyle Ltd. and M/s. Akola Chemicals (India) Ltd. dated 22-01-2004.
- ii) Original Receipt dated 28-01-2004 regarding registration of Agreement for Sale.
- iii) Original Stamp duty paid receipt.
- iv) Obtain original No objection Certificate from M/s. Nirmal Lifestyle Ltd. stating its no objection for mortgaging the captioned property, in Bank's prescribed format.

There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY/IES

Office No. 803, on Eighth Floor, admeasuring 381 Sq. ft. (Carpet), in a building known as "CORPORATE OFFICE", in "NIRMAL LIFESTYLE", constructed on the plot of land bearing C.T.S. No. 491/A (pt), lying being situate at Village Nahur, Mulund, Tal. Kurla, Mumbai, within the limits of Brihanmumbai Municipal Corporation and in the Sub-Registration Dist. & Registration Dist. of Mumbai City & Mumbai Suburban.

Place : Thane

Date : 07-01-2008

MRS. MEGHA R. MAHAJAN

Advocate

