

contribution in its sole discretion in their letters of demand (which shall not be called into question by the Purchaser/s) as contemplated under this clause, which the Purchaser/s shall be liable to pay as stated hereinabove. The accounts of the amounts received under this clause shall be rendered by the Developer to the Corporate Body or Limited Company and not to the Purchaser/s in his/her/their individual capacity. The failure to comply with this clause on the part of the Purchaser/s shall entitle the Developer to rescind this Agreement and the consequences of rescission envisaged hereafter shall follow.

28. To sum up the Purchaser/s do/doth hereby agree to pay to the Developer before taking delivery of possession of the said premises an aggregate sum of Rs. 5760/- (Rupees Five

thousand seven hundred and sixty only - Only)

made up of the various deposits and charges mentioned hereinabove and more particularly set out in the tabular form herebelow and strictly subject to the terms and conditions hereinabove, viz :

Sr.No.	Particulars	Amount
1.	Security Deposit -	Rs. _____
2.	Outgoings for a period of 2 years as provided in clause 22	Rs. _____
3.	Legal costs, charges and expenses for the proportion of various documents including conveyance Corporate Body as provided in Clause 23 hereinabove	Rs. <u>5,000/-</u>

4. Deposit for capitation and other areas payable to Municipal Corporation of Greater Bombay as provided in Clause 25 hereinabove. Rs. \_\_\_\_\_
5. Deposit payable for electricity telephone cable and water connection payable to the Municipal Corporation of Greater Bombay provided in Clause 26 hereinabove. Rs. \_\_\_\_\_
6. Share money for the formation of Corporate Body as provided in Clause 27 hereinabove. Rs. 760

TOTAL : Rs. 5760

29. Without prejudice to the Developers other rights under these presents and or in law the Purchaser/s shall be liable to pay to the Developer interest at the rate of 18% per annum on all the amounts due and payable by the Purchaser/s under these presents if such amounts remain unpaid for a period of seven days after they fall due in accordance with the terms of this Agreement.
30. The aforesaid diverse amounts of deposits and amounts collected as contributions towards outgoings placed/to be placed with the Developer hereunder shall not carry interest and will the Developer untill the transfer of the property

Contd... 31/-

in favour of the said Corporate Body or Limited Company and the said deposits and other amounts collected which are expressly made accountable shall then be paid over to the Corporate Body after deducting therefrom the actual expenses incurred and in the event to there being a short fall in collection, the difference shall be made good by the Developer to the Corporate Body or Limited Company but without prejudice to the other rights of the Developer under this Agreement. An account of such accountable deposit shall be submitted by the Developer to the Corporate Body or Limited Company alone, it being clearly understood that the Purchaser/s is/are not entitled to any account, the intention being that the said Corporate Body or Limited Company alone shall be responsible to render to the Purchaser/s the accounts in respect of the aforementioned deposits. Further it is clearly understood that the break up of the deposits mentioned above is on a tentative basis and the Developer and the Corporate Body or Limited Company, as the case may be shall always be entitled to utilise the total deposits so received towards the payment of any outgoings or expenses in respect of the property under any head and the Purchaser/s hereby confirm/s that he/she/they have no objection to the same, nor shall he/she/they raise any objection to the same at any stage hereafter.

31.

31. The Purchaser/s shall not use said premises for any purpose other than for Service Industrial purpose nor use the same for any purpose which may or is likely to cause nuisance or

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annoyance to the occupiers of other premises in the building or to the owners or occupiers of the neighbouring properties or for any illegal or immoral purpose.

32. The Purchaser/s agree/s and undertakes :

a) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature of or so heavy as to damage the construction of structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passage or any other structure of the building in which the said premises is situated, including entrance of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the premises on account of negligence or default of the premises purchaser/s in this behalf, the premises purchaser/s shall be liable for the consequences of the breach;

b) To carry at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and other in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the premises which may be given

Contd... 33/-

the rules and regulation and bye-laws of the concerned local authority, or other public authority and in the event of the premises purchaser/s committing any act in contravention of the above provision, the premises purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority.

33. The Purchaser/s shall from the date of possession maintain the premises at his/her/their own cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or on the premises or any part of the building including staircases, common passages and other areas for common enjoyment of the property which may be against the rules and bye-laws of the Municipal Corporation of Greater Bombay, or any other authority or body concerned nor shall the Purchaser/s change, alter to make additions in or to the premises or any part of the building. The Purchaser/s shall be responsible for any breach of this provision and agrees to indemnify and do/does hereby indemnify and keep/s the Developer fully indemnified in that behalf. In case the Purchaser/s desire/s, to have any additional amenities/facilities provided in the said premises then in that even he/she/they shall intimate to the Developer in writing in that behalf and the Developer at the request of the Purchaser/s may, as far as possible, try and provide such additional amenities/facilities in the said premises. The Purchaser/s shall, however be bound and liable to pay to the Developer in addition to the amounts specified hereinabove, the price of such additional facilities/amenities. The

Developer shall however be entitled to give deduction in the price on account of change in the price of the facilities/amenities to be provided for by the Developer to the said premises and the amenities/facilities requested for by the Purchaser/s as aforesaid and such reduction in price will be fixed by Shri B.R. Gandhi & Associates Architech whose decision will be final and binding on the parties hereto.

34. Nothing contained in these presents is intended to be or shall be construed to be a grant, demise or assignment in law of the said premises of the land, hereditament and any part of the property in favour of the Purchaser/s. The Purchaser/s shall not be entitled to any separate transfer or demise in his/her/their favour in respect of the said premises.

35. The Purchaser/s shall not let, sub-let, sell, transfer, assign or part with his/her/their interest or benefit under this Agreement or part with the possession of the said premises in part or in full or induct into joint possession of the said premises by any third party under any arrangement whatsoever without the prior written consent of the Developer. Until all dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of any breach or non-observance of any of the terms and conditions of this Agreement, the Developer may in its sole discretion allow the

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Purchaser/s to transfer his/her/their right, title and interest in the said premises to any third party on payment to the Developer such transfer fee as the Developer may in its sole discretion determine.

36. The Purchaser/s or any person claiming under him/her them shall from time to time sign all applications papers and documents and do all acts, deeds and things as the Developer and/or Corporate Body or Limited Company may require for giving effect to the Provision of this Agreement.

37. The Purchaser/s agree/s that he/she/they shall be bound to observe and perform fully the constitution of the Corporate Body or Limited Company, its rules and regulations its bye-laws and/or its Memorandum, and/or Articles as the case may be and of which the Purchaser/s has fully apprised himself/herself/themselves. The Purchaser/s shall also be bound to observe and perform all further conditions which may be imposed in respect of the enjoyment of the land and/or the property. The Purchaser/s shall not offend against any rulers, regulations or bye-laws framed by the Municipal Corporation of Greater Bombay and/or by any other local authority under any laws for the time being in force and any other law, rule, regulation having a bearing in connection with the formation and proper functioning of the Corporate Body or Limited Company. The breach of this term, if capable of rectification and not rectified within a period of two months after a notice in writing has been served upon the Purchaser/s shall entitle the Developer to rescind this

of the premises or other premises in the building. The Purchaser/s doth/do hereby agree/s and bid/s himself/herself/themselves to do all acts, deeds, and things and execute all documents which the Developer may require to be executed to enforce the obligations envisaged in this clause against the Corporate Body of Limited Company. The failure on the part of the Purchaser/s to observe and perform this clause when called upon to do so by the Developer shall entitle the Developer to rescind this agreement and the consequence or of rescission hereinafter envisaged shall follow.

39. On the vesting of the property in possession, management and control of the Corporate Body or Limited Company as stated hereinabove the Corporate Body or Limited Company shall thereupon take over complete responsibility for the management of the property and shall be solely responsible for collections of dues from its members and for the disbursement of such collections in relation to the said property including payment of property taxes, cess, Municipal taxes, salaries of the employees charged with the duties for the maintenance of the property and the security of the building to the intent that the property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens, if the Corporate Body or Limited Company fails to perform its obligations mentioned hereinabove the Developer in any event shall stand absolved from its responsibility of managing the building, receiving



and paying the outgoings including the property taxes, cessess, Municipal taxes and other incidental charges connected with the maintenance and security of the building. The Purchaser/s doth/do hereby indemnify the Developer and the Vendor in that behalf. The Purchaser/s shall ensure by executing any document or documents or doing all acts, deeds and things as he/she/they may be required to do by the Developer that such obligations as aforesaid are undertaken and performed by the Corporate Body or Limited Company being his/her/their successor in interest and failure or lapse on the part of the purchaser/s in so doing shall entitle the Developer to rescind this Agreement and the consequences of recission as envisaged hereafter shall follow.

The Purchaser/s shall have no claim against the Developer save and except in respect of the said premises hereby agreed to be sold so that all the open spaces, parking spaces, lobbies, staircases, lifts, terraces, etc. will remain the property of the Developer untill the whole property is transferred to the corporate Body as herein mentioned notwithstanding the vesting of the property in possession, management and control of the Corporate Body or Limited Company as hereinabove mentioned. The Developer shall always be at liberty to construct and dispose off to any person, firms or corporate bodies of their choice the additional structures, the garages that are sanctioned or may hereafter be sanctioned by the authorities concerned, and/or the unsold premises and the Purchaser/s do/doth hereby give

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his/her/their written consent on the same as contemplated under the said The Maharashtra Ownership Flats Act, 1963, and shall not raise any objection thereto hereinafter.

41. The Purchaser/s shall not affix any sign board or advertisement outside the Building nor shall affix any neon lights. The right to affix sign board and advertisements outside the building as well as neon signs shall always remain vested in the Developer who shall have a right to sell, lease or otherwise transfer or dispose of the same even after the Conveyance of the property to the Corporate Body or the vesting of the property in possession, management and control of the Corporate Body. Notwithstanding anything to the contrary contained herein it is agreed that the developer shall retain its right to make such use of the terrace and the parapet walls for the purpose of display of advertisement, sign-board. The purchaser/s shall not claim any abatement in price on account of such user or the retention of user by the Developer. The Developer shall be entitled to transfer its rights under this clause in respect of the user of the terrace or the parapet walls which they have retained in favour of any third party for valuable consideration or otherwise. It, however, any Municipal Taxes or any other taxes become payable or rateable value goes up, for the user of the terrace and the parapet walls by the Developer the same shall be borne and paid by the Developer and/or its transferees. The Developer shall however be not liable to pay any outgoings of any nature including the



proportionate taxes for tention of the user of the terrace and parapet walls. The Developer as well as its transferees shall be entitled to become members of the corporate Body or Limited Company with full voting powers by virtue of their rights in respect of the said terrace and the parapet walls. It is hereby agreed by and between the parties hereto that if any additional taxes are levied on the said property of the reteable value of the property goes up, on account of signboard or adveritsement put up by the Developer then in that event, the developer shall be bound and liable to hear and pay such taxes on account thereof and the prospective Purchaser/s shall not be bound and liable to contribute for such additional taxes.

2. The Developer shall in respect of any amount not paid by the Purchaser/s under the terms and conditions of the Agreement have a first lien and charge on the said premises agreed to be acquired by the Purchaser/s which lien as aforesaid shall continue to subsist even after the Conveyance of the property to the Corporate body or Limited Company the property being vested in possession, management and control of the Corporate Body or Limited Company.
3. It is agreed that till the Corporate Body or Limited Company is formed, the Purchaser/s shall insure and keep insured the said premises agreed to be purchased by him/her/them against or damage by fire for the full value thereof in the joint name of the developer and the Purchaser/s with such insurance company as the Developer shall determined and whenever required to do so by the Developer produce before the



Developer the Policy or Policies of such insurance and the receipts for the payment of premia in that behalf. In the event of the said premises being damaged or destroyed by fire the Purchaser/s shall as soon as reasonably practicable pay the money realised from the insurance claim to the Developer or at their discretion to lay out such money in the repair, building or reinstatement of the said premises. In the event of the building being insured by the Developer the Purchaser/s agree/s to reimburse the Developer with his/her/their proportionate share of the insurance premium as may be determined by the Developer in their sole discretion. The Purchaser/s shall not do or cause to be done any act or thing which may result in any increased premium becoming payable in respect thereof. In the event of any increased insurance premium becoming payable by virtue of any reason attributable to the Purchaser/s the Purchaser/s agree/s to bear, pay and discharge the entire increase of insurance premium in respect of the entire building to the Developer without prejudice to the other rights of the Developer. The failure on the part of the Purchaser/s to observe and perform this covenant shall entitle the Developer to rescind this Agreement and the consequences of rescission as hereinafter envisaged shall follow.

44. The purchaser/s hereby covenant/s to keep the said premises and partition walls, ducts, sewer, drains pipes and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the

parts of the building other than the said premises. The Purchaser/s further covenant/s not to chisel or in any other manner damage the columns, beams, slabs, or RCC pards or walls of the structural members without the prior written permission of the Developer. The breach of this clause shall permit the Developer to recoverd from the Purchaser/s damages and shall also be entitled to take such proceedings against the Purchaser/s as they may be advised at the entire risk as to costs.

48. The Purchaser/s shall not make any alterations or additions in the said premises without the prior consent of the Developer and where necessary with the prior written permission of the Municipal Corporation of Greater Bombay and other competent authorities. If the requirements of law are satisfied, the Developer shall not unreasonably withhold their permission to allow the Purchaser/s to make internal alterations and additions in the said premises subject to such conditions as the Developer may think fit and proper in the circumstances of the case. The Purchaser/s hereby agree no to encroach upon the common verandas and lounges nor to enclose any open spaces nor to make alterations in the external elevation or colour scheme of the building.

49. The Purchaser/s shall not put up any decorations in the exterior of the premises otherwise than in the manner which may be mutually agreed upon in writing with the Developer.

50. The name of the property shall always remain as "Tex-Centre" which shall not be changed at any time in future even after



the conveyance of the property to the corporate Body or Limited Company except without the written permission of the Developer. The Corporate Body or Limited Company as the case may be being successor in interest of the Purchaser/s shall be bound by this covenant and shall have the word Textile Industrial Estate, included in its name and which name shall not be changed at any time in future without the prior written permission of the Developer even after the Conveyance of the property to the Corporate Body or Limited Company.

48. Any written notice to be given by the Developer to the Purchaser/s as contemplated under this Agreement shall be deemed to have been properly served on the Purchaser/s if sent by post under certificate of posting as at the address of the Purchaser/s as herein mentioned or if left at the said premises or if posted on the main door of the said premises.

M/S. GAURAV AGROPLAST LTD.

23/25. ASHOK CHAMBER, DEVEDI

RATANSEY MARG, MASJID BUNDER, MUMBAI-9

49. Any act of delay or indulgence on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s in complying with the provisions of this Agreement shall not be construed under any circumstances unless reduced in writing by the Developer as a waiver of the its rights against the Purchaser/s.

50. Wherever it is provided in this Agreement before handing over of the possession that on the happening of certain contingencies the Developer shall be entitled to rescind this



contract, it is agreed that in the event of such rescission being communicated in writing to the purchaser/s it shall take effect immediately. The Developer shall be entitled to:

- a) reimburse themselves for any amounts due for additions and alterations in the said premises.

- b) recover the cost of bringing the said premises to standard specifications, if any, internal additions and alterations had been carried out in the said premises.

- c) adjust therefrom any other amounts due and payable under these presents;

- d) provisions of clause (1);

After the adjustment aforesaid the Developer shall tender to the Purchaser/s the balance of the consideration received under this Agreement including the refundable and/or adjustable deposits, excepting however the interest recovered from the Purchasers/s on account of delayed payments. On the tender of such amount as aforesaid all the right, title and interest of the Purchaser/s in the said premises shall stand extinguished even if such tender is not accepted by the Purchaser/s and where possession of the said premises has been delivered by the Developer to the Purchaser/s, the Developer shall be entitled to regain and re-enter upon possession thereof peaceably and for that purpose the Purchaser/s do/doth hereby give to the Developer, its servants and agents an irrevocable licence to re-enter upon the said premises, even by breaking open any internal or external locks and retain possession all the movable things and articles lying within or about the said premises which

would be returned to the Purchaser/s on demand against proper receipt. It is clearly and expressly agreed between the parties that in the event of the Agreement being rescinded in the manner aforesaid the Purchaser/s shall not be entitled to any gain in the appreciation of the price of the said premises as a result of hike in prices or as a result of any secretion to the property made by the Purchaser/s or otherwise arising howsoever. The right to rescind the Agreement as envisaged herein shall not be subject to arbitration as provided hereafter. Notwithstanding anything contained in what is state in this Clause, the Developer shall not be entitled to rescind this Contract/Agreement unless and until, in respect of the contingencies mentioned in Clauses No. 1 of this Agreement, the Developer has given a written notice for payment of the amounts due by the Purchaser/s or for remedying the breach as mentioned thereunder and the Purchaser/s has/have failed and/or neglected to make such payment or remedy the breach thereunder within a period of 15 (Fifteen) days after receipt of such notice. further upon such payment or remedying the breach in the manner aforesaid by the Purchaser/s, such non-payment or breach of the terms mentioned in the aforesaid clauses shall not be deemed or considered as a breach of any of such terms and conditions by the Purchaser/s.

If 51. If any dispute, difference or question at any time hereinafter arises between the parties hereto or their representative or the Corporate Body in respect of the



construction of these presents or concerning anything herein contained or arising of the parties hereunder save and except the right of the recession of the agreement covered by the foregoing clause, the same shall be referred to the arbitration of two persons, one to be appointed by each party, whose decision in the matters referred to them shall be final and binding on the parties hereto. The arbitrators shall before enteringd upon the reference in turn appoint an Umpire whose descision in the event of any difference of opinion between the arbitrators in respect of the matters under reference shall be final and binding on the parties hereto. The provisions of the Indian Arbitration Act, 1940 or any statutory modifications or re-enactment thereof for the time being in force shall apply to such reference. For the purpose of this clause the Corporate Body when formed shall be deemed to be the successor in interest of the Purchaser/s claiming under or through the Purchaser/s and shall be bound by the arbitration agreement contained herein.

All Stamp Duty and registration charges in respect of this agreement and any writing related to this agreement will be paid by purchaser alone only.

This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and the rules made thereunder.

Contd...47/-



THE FIRST SCHEDULE OF THE PROPERTY

ALL THOSE PIECES AND PARCEL OF LAND OR GROUND situate and  
lying and being at Chandivali Farm Road, Off Saki Vihar Road,  
Andheri (E), in the Registration district and sub-district of  
Bombay city and Bombay suburban and bearing C.T.S. No. 15, 25  
to 32, 37 to 39, 43, 44, 48 to 52 (now amalgamated into one  
C.T.S. No.14A) of Village Saki, Kurla (West) admeasuring  
24300 sq. mts. or thereabouts equivalent to 29050 sq.yds.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THOSE PIECES AND PARCELS OF LEASEHOLD land or ground  
situate & lying and being at Chandivali Farm Road, Off Saki  
Vihar Road, Kurla (W) in the Registration District and Sub-  
District of Bombay City and Bombay Suburban and bearing  
C.T.S. No. 14 (now amalgamated alongwith C.T.S. Nos.  
described in the First Schedule hereinabove written and now  
given same C.T.S. No. i.e.14 A) of village Saki, Kurla (W),  
admeasuring 5058 sq. mts. or thereabouts equivalent to  
6050 sq. yds.

Contd...48/-

THE THIRD SCHEDULE ABOVE REFERRED TO :

LIST OF AMENITIES

1. **DOORS AND WINDOWS :**

- (a) Main entrance door to each unit shall be of steel, alongwith necessary fittings and fixtures as per the design provided by the Architect.
- (b) All windows will be of steel as per the Architects design.
- (c) Ventilators of suitable height shall be provided to each unit.

2. **FLOORING :**

- (a) Flooring of all the rooms and passages of polished Kotah stone.
- (b) Lavatory block and toilet room will have glazed tiles flooring and glazed tiles as dado upto 4'-0" height.

3. **W.C. & BATHROOM :**

- (a) Indian type water closet/western will be provided.
- (b) There will be one was basin in each bathroom.
- (c) Good quality open plumbing will be provided.

4. **ELECTRICITY :**

- (a) Power point will be provided in each unit.
- (b) Seperate meter for each unit will be provided on the ground floor.
- (c) One lift of 5 to 8 Passangers will be provided in each wing.

5. GENERAL AMENITIES :

- (a) Necessary overhead and underground water tanks of the required sizes and approved by the Bombay Municipal Corporation will be provided with adequate fittings.
- (b) Adequate capacity water-pumps will be provided as required under the Bombay Municipal Corporation Regulations.
- (c) 5'-0" high compound wall all over the boundary will be provided alongwith necessary gates.
- (d) Means of access from the main Road property paved drained and levelled will be provided to serve the building.
- (e) Common fire escape balconies of 5'-0" (1.5 m) all around the wings on upper-floors as required as per the Bombay Municipal Regulations will be provided.

6. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

towards cable charges will be apaid by the purchaser on taking possession of the unit allotted.

Contd...50/-



IN WITNESS WHEREOF, the Developers, the confirming party and the purchaser/s have hereunto set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the )  
withinnamed "DEVELOPERS", )  
M/S. NARAYAN PROPERTIES PVT.LTD. )  
through their Director, )  
\_\_\_\_\_ )  
in the presence of )

SIGNED AND DELIVERED by the )  
withinnamed "CONFIRMING PARTY", )  
SMT. RACHANA DEVI CHOKHANI, )  
in the presence of )

*Rachana Chokhani*

SIGNED AND DELIVERED by the )  
withinnamed "PURCHASER/S", )  
M/S. GAURAV AGROPLAST )  
LTD. )  
in the presence of )

*Rute Lawrence*

RECEIVED this day and the year first )  
hereinabove written from withinnamed )  
PURCHASE/S, M/S. GAURAV AGROPLAST LTD )  
the sum of Rs. 500000 { Rupees )  
Five lakh /only } being the )  
consideration payable under on this )  
execution. )

Rs. 5,00,000 /-

RECEIVED

For RACHANA DEVI CHOKHANI

*Rachana Chokhani*

CONFIRMING PARTY.

WITNESSES :

RECEIVED this day and the year first )  
hereinabove written from withinnamed )  
PURCHASER/S M/S. GAURAV AGROPLAST LTD )  
the sum of Rs. 75000 /- [Rupees )  
Seventy five thousand )  
only] being the balance )  
consideration payable by the confirming )  
party to us. )

Rs. 75,000 /-

WE SAY RECEIVED

For NARAYAN PROPERTIES PVT.LTD.

WITNESSES :

DIRECTOR  
DEVELOPERS

ANNEXURE 'A'

KANGA & C.

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In Reply Please

Ref No. MLEB/197/16121 /94

ADVOCATES, SOLICITORS & NOTARIES  
Readymoney Mansion  
43, Veer Nariman Road  
Bombay-400 023, INDIA  
TEL : 204 22 88 (4 Lines)  
285 15 41, 285 15 42  
287 35 06  
FAX : 022 204 37 26  
022 285 15 40  
TLX : 011 84727 KACO  
GRAM: KANGACO

TO WHOMSOEVER IT MAY CONCERN

Re.: Property bearing CTS Nos.14, 15, 25 to 32, 37 to 39, 43, 44, 48 to 52 admeasuring 38000 sq.mts. or thereabouts situate lying and being at Saki Vihar Road, Andheri East, Bombay.

1. By an Indenture of Conveyance cum Assignment dated the 28th day of march, 1974 and made between Telored Private Limited therein caled "the Vendor" of the One Part and S.M. Chemicals and Electornics Private Limited ("SMCEPL") therein called "the Purchaser" of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No.2066 of 1974 of Book No.1 on the 25th day of February 1975, the said Telored Private Limited granted, conveyed, sold, transferred and assigned unto the SMCEPL inter alia the property more particularly described in the First and Second Schedules thereunder written.

2. By Heads of Agreement dated the 25th day of February 1985 and made between SMCEPL of the One Part and Narayan Properties Private Limited of the Other Part, SMCEPL agreed to sell transfer and assign to Narayan Properties Private Limited inter alia the property more particularly described in the Schedules "A" and "B" thereunder written at or for the price and on the terms and conditions set out in the said Heads of Agreement dated the 25th day of February, 1985.

3. The Appropriate Authority appointed under Chapter XXC of the Income-tax Act, 1961 have by their certificate issued under Section 269 UL (3) of the Income-Tax Act, 1961 granted permission to SMCEPL to sell, transfer and assign to Narayan Properties Private Limited the property more particularly described in the Schedule to the said Heads of Agreement and in the First Schedule hereunder written.

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4. SMCEPL was amalgamated with Ambalal Sarabhai Enterprises Limited pursuant to the order passed by the Hon'ble the Bombay High Court on 11th July 1982 in Company Petition No.256 of 1982 and all the assets and liabilities of SMCEPL were taken over and vested in Ambalal Sarabhai Enterprises Limited with effect from 1st April, 1982.

5. By another order passed by the Hon'ble the Gujarat High Court on 13th December 1985 in Company Petition No.173 of 1982 the said SMCEPL along with one Swastik Household and Industrial Products Private Limited were ordered to be amalgamated with Ambalal Sarabhai Enterprises Limited and all the assets and liabilities of the said two companies were taken over and vested in Ambalal Sarabhai Enterprises Limited with effect from 1st July, 1982.

6. Ambalal Sarabhai Enterprises Limited thus became seized and possessed of or otherwise well and sufficiently entitled to the freehold and leasehold properties more particularly described in the First and the Second Schedule hereunder written.

7. By an Agreement for Development dated the 19th day of October 1988 and made between Ambalal Sarabhai Enterprises Limited therein called the Owner of the One Part and Narayan Properties Private Limited therein called "the Developer" of the Other Part and lodged for registration with the office of the Sub-Registrar of Assurances at Bombay, the said Ambalal Sarabhai Enterprises Limited permitted and authorised Narayan Properties Private Limited to develop the property more particularly described in the First and Second Schedule hereunder written on certain terms and conditions recorded in the said Agreement for Development dated the 19th day of October, 1988.

8. We have investigated the title of Ambalal Sarabhai Enterprises Limited to the property more particularly described in the First and the Second Schedule hereunder written and find the same to be clear and marketable and free from all encumbrances.



THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL those pieces or parcels of land or ground situate lying and being at Saki Vihar Road, Chandivali, Andheri, in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing the following Survey Nos. Hise Nos. and C.T.S. Nos. and Area :

C.T.S. NO.	Area in Sq.Mts.
15	2352.24
39	2214.06
43	607.03
26	1365.82
27	379.39
29	1618.75
51	1618.75
52	1719.92
25	3277.62
32	1517.58
31	877.93
28	809.37
30	2023.43
37	3439.84
48	1315.23
49	2428.12
50	1188.77
38	3136.32
44	780.00

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of leasehold land or ground situate lying and being at Village Saki in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing C.T.S. No.14 and admeasuring 5058 sq. metres equivalent to 6052 sq. yards or thereabouts.

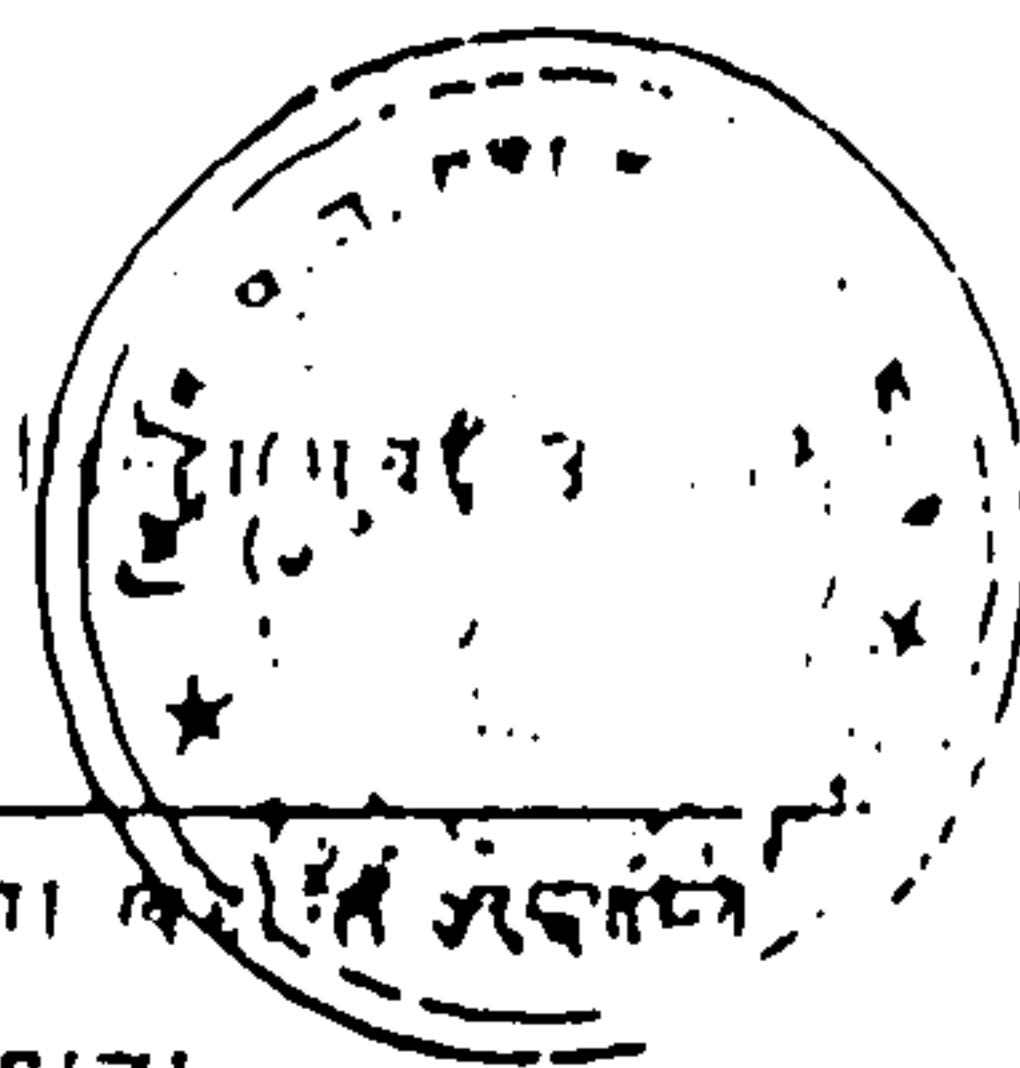
Yours faithfully,  
Kanga and Company,

*K. M. L. S. S. S.*  
Partner

मालमत्तेच्या रजिष्टर कार्डातील उतारा

बिटी बहं बाकी

तालिका - कुर्सा



वि. सं. नं.	अंतरफल बी. वि.	सत्ता प्रकार	सरकारका भरमेत्या साधना अथवा बुद्धी केसा नदयानगना ८३ १७५४४ ००
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बहिष्कारीने हत्यका

७१ ११      ४०४ घाटने/करणा व्याप्ते नाह

इसके कमा प्राप्त साक्षा (जो पर्यन्त तपास साक्षा तो पर्यन्त)

**प्रमाण :-**

**इसका अर्थ :-**

—इष्टर संग—

[illegible]



ANNEXURE 'C'

No.: G/LND/VII-A/NAP/SR- 2595

Office of the Collector,  
Bombay Suburban District,  
B.M.R.D.A. Office,  
Bandra Kurla Complex,  
Bandra (East),  
BOMBAY - 400 051.

Date :- 11-6-1992

READ : Application of Shri ~~Kanti~~ Kanti Gowani Director of M/S Narayan Properties Pvt. Ltd. C.A. to M/S Ambalal Sarabhai Enterprises Ltd.

ORDER :

Land bearing C.T.S. No. 14, 15, 25 to 32, 37 to 39, 43, 44, 48  
52 S.No. 13, 12/2pt, 22/4; 20-3/2, 20-3/1, 23/6, 22/1, 23/7, 23/5  
23/4pt, 24/1, 25/1, 12/3, 12/4, 25/2, 24/2, 24/3, 24/4, 22/2 & 22/3

(S.No. ) of village Saki

belongs to the following owners.

I) M/S Ambalal Sarabhai Enterprises Ltd.

II)

III)

Narayan Properties Pvt. Ltd.

Shri. Kanti Gowani, Director of has applied for grant of

N.A. permission in respect of above land for Industrial purpose.

The owners of the land have given a power of attorney to the above applicant.

The building plans have also been approved by the Gr. Bombay Municipal Corp. vide their letter No. CE/3189/BPES/dated 31-10-1991.

The applicant have also produced a clearance under the Urban Land Ceiling Act vide Order No. ULC/T-22/MC/DC/GAD/B-31390 of Jt. Director of Industries (ULC) and Ex.Officio Deputy Secretary to Govt. Housing and Special Assistt. Department.

The above lands are presently held for Agril. purpose.

On perusal of the papers it is seen that the land bearing S.No. 13pt CTS.No. 14pt has been converted into n.a. purpose i.e. for Industrial purpose vide A.D.D.C.'s Order No. ADC/LND/C-8253 dt. 10.11.1966 alongwith other S.No. 14pt & 16pt of Saki Village. However it is seen from the CTS. Plan of the land bearing CTS.No. 14, that the land is lying vacant upto 1991. Now the applicant has got building plan approved from the G.B.M.C. on the entire land and bearing CTS. No. 15; 25 to 32, 37 to 39, 43, 44, 48 to 52 alongwith CTS.No. 14. Therefore N.A. Asstt. levied by the A.D.C. vide his order dt. 7.6.67 will have to be partly rectified and fresh N.A. permission will have to be issued.



In exercise of the powers delegated under section 44 of the Maharashtra Land Revenue Code, 1966 Non-Agricultural permission is hereby granted to M/S Ambalal Sarabhai <sup>Enterprisers.</sup> Pvt. Ltd.

to use the land specified in the schedule appended hereto as per the approval approved by the Gr. Bombay Municipal Corpn. subject to the following conditions (9)

(1) that the grant of permission shall be subject to the provisions of the Code and Rules made thereunder. (VS)

(2) that the grantee shall use the land together with the building and structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any of the land or building thereon for any other purpose without obtaining the previous written permission to that effect from this office. (3)

(3) that the grantee shall not sub-divide the plot or sub-plots if approved in this order. Without getting the sub-division previously approved from the Collector, (B.S.D.). (4)

(4) that the grantee shall pay the N.A. assessment in respect of the land at the rate of Rs. 53-00 for per 100 sq.mtrs. and/or of Rs. - for per 100 sq.mtrs. for ~~Commercial~~/Industrial purposes. The N.A. Asstt. for the year 1991-92 be to Rs. 17366-00 (5)

(5) that the present N.A. rates mentioned in conditions No.4 is guaranteed upto 31st July, 1991. However the new rates are still to be prepared the N.A. Asstt. is levied at the present standard rates. (As soon as the new standard rates) declared in Govt. gazette, the N.A. Asstt. will be levied at new standard rates w.e.f. 1-8-91.

(5A) As mentioned in the condition No.5, the grantee shall be liable to pay the amount of difference due to revision of rates.

(6) that the grantee shall pay conversion tax as per schedule which is equal to three times the N.A. assessment within 30 days from the date of issue of this order. Failing which the N.A. permission shall be liable to be cancelled.