

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
ORIGINAL APPLICATION NO. 58 OF 2022

Aryavart Foundation ...Applicant

Versus

M/s RIA CETP Co-op Society Ltd. & Ors. ...Respondents

INDEX

Sr.No	Annexure	Particulars	Pg. No.
1.		Affidavit in Reply on behalf of the Respondent No. 6, i.e., M/s. R & B Infra Projects Ltd.	1393 – 1406
2.	“1”	Copy of the Joint Venture Agreement dated 5 th December, 2018 executed between Respondents 6 & 7.	1407 – 1411
		Last Page	1411



**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE**

ORIGINAL APPLICATION NO. 58 OF 2022

Aryavart Foundation ... Applicant

Versus

M/s RIA CETP Co. Op Society Ltd. & Ors. ... Respondents

AFFIDAVIT-IN-REPLY ON BEHALF OF RESPONDENT NO. 6, i.e.,

M/s. R & B INFRA PROJECTS LTD.

I, Mr. Ninad Kerkar aged 49 years, Indian Inhabitant, the Authorised Signatory of Respondent No. 6, having my office address at 770 , Vimal Smruti, 2nd Floor, Dr. Ghanti Road, Parsi Colony, Dadar (E), Mumbai-400014, do solemnly state on oath and affirm as under:-

1. I am the Authorised Signatory of Respondent No. 6 having my address as mentioned above. I have gone through the above Original Application and the documents filed along with the said Original Application by the Applicant. I am familiar with the facts of the case from personal knowledge as well as from office records available with the Respondent No.6 and am competent to depose to the facts in this Affidavit-in-Reply (the "Reply").

2. I am filing this Reply for the limited purpose of opposing the Original Application and the grant of any reliefs against this Respondent No. 6. I crave leave of this Hon'ble Tribunal to file a further affidavit or affidavits, if circumstances so warrant.
3. At the outset, I deny all allegations, contentions and submissions made in the Original Application, which are contrary to or inconsistent with what is stated in this Reply. Further, I oppose the reliefs prayed for in the Original Application against the Respondent No. 6. None of the allegations, contentions or submissions in the Original Application which have not been specifically dealt with or denied by me, should be deemed to be admitted.
4. At the further outset, Respondent No. 6 adopts the contentions raised by Respondent No. 7 in their Affidavit in Reply to the captioned Original Application for want of repetition.

BRIEF BACKGROUND

5. R & B Infra Projects Ltd., the Respondent No. 6 herein is a limited company carrying on its business relating to infrastructure, civil construction, solid waste management, storm water drain, solar



solutions, sewage water treatment, road construction, etc. and has successfully carried out and implemented several projects for clients including the Municipal Corporation of Greater Mumbai, Pune Municipal Corporation, Rajasthan Urban Sector Development Investment Program, Government of Rajasthan, etc.

6. On 14th September 2018, Respondent No. 6 and 7 executed a Deed of Partnership to form a Joint Venture for the purpose of execution of 'Design, Build and Commissioning including Rehabilitation and Upgrade of 22.5 MLD Common Effluent Treatment Plant (CETP) on DB basis with Operation & Maintenance at Roha Industrial Area.' under the aegis of MIDC, the Respondent No. 4 herein. Hereto annexed and marked as "Annexure-1" is a copy of the Joint Venture Agreement dated 14th September 2018 executed between the Respondent Nos. 6 and 7.
7. The present Original Application has been filed by the Applicant *inter alia* praying for closure of Respondent No. 1 CETP for operating without a valid Consent to Operate ("CTO"). No specific allegations have been made in the present original application against the Respondent No. 6.

PRELIMINARY OBJECTIONS:

8. At the further outset, I submit that the captioned Original Application is liable to be dismissed with costs, *inter alia*, on the following grounds, which are without prejudice to each other:

Limitation

9. The captioned Original Application has been filed under Sections 14, 15 and 17 of the National Green Tribunal Act, 2010 (“NGT Act”). Sub-section (3) of Section 14 of the NGT Act expressly states that no application for adjudication of dispute under this section shall be entertained by the Hon’ble Tribunal unless it is made within a period of six months from the date on which cause of action for such dispute first arose. The proviso to sub-section (3) of Section 14 of the NGT Act states that this Hon’ble Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days. The Respondent No. 6 submits that this Hon’ble Tribunal ought not to entertain the captioned original application and the same deserves to be dismissed at the very threshold on the sole ground of limitation. The National Green Tribunal is a creation of the NGT Act. The NGT



Act prescribes strict timelines under Section 14. It is humbly submitted that this Hon'ble Tribunal is bound by the NGT Act.

10. Under the NGT Act, 2010 two different regimes and periods of limitation are provided for invoking the jurisdiction of this Hon'ble Tribunal. Under Section 14 of the NGT Act, this Hon'ble Tribunal has jurisdiction to resolve all civil cases where substantial question relating to environment is involved. The limitation period for Section 14 is 6 months from the date when the cause of action for such dispute '*first arose*', which is extendable by a period of 60 days on sufficient cause being shown. Further, under Section 15, this Hon'ble Tribunal has jurisdiction to provide relief and compensation to the victims of pollution, restitution of property of victims and restitution of environment. The limitation period for Section 15 is 5 years from the date when the cause of action for such dispute '*first arose*', which is extendable by a period of 60 days on sufficient cause being shown.
11. That the use of the words '*first arose*' as distinct from '*continuous cause of action*'; or '*recurring cause of action*' or '*successive cause of action*' in Section 14 as well as Section 15 of the NGT Act are



not only indicators of unambiguous legislative intent and scheme expressed in plain words, but also statutorily and mandatorily fix the starting point of period of limitation. These words no doubt relate to the earliest point of time of inception of cause of action. The interpretation is further re-inforced by the use of the words '*from the date*' which again would apply that there is a definite occurrence of cause of action.

12. The cause of action on the basis of which the present application has been filed has been attributed to purported violations of the consolidated consent to operate granted to Respondent No. 1 dated 1st March 2018. The Applicant has heavily relied on Inspection Reports, analysis reports starting from the year 2020 to show the purported violations of the consent to operate as well as environmental laws and norms. Therefore, the cause of action first arose for any concerned party to file an application under Section 14 of NGT Act in the year 2020 and the present Original Application ought to have been filed within a period not exceeding sixty days, as stipulated in sub-section (3) of Section 14 of NGT Act and the proviso thereto. However, the captioned application

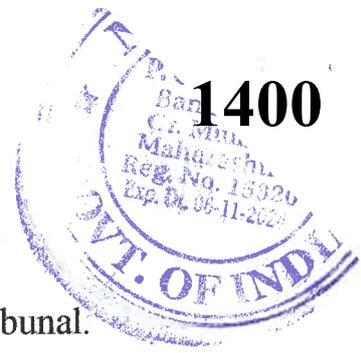


was only filed on 24th May 2022, which is *ex facie* beyond the period of limitation stipulated in sub-section (3) of Section 14 of the NGT Act and the proviso thereto. In the instance case, there is admittedly no condonation application filed by the original applicant in spite of the original application being filed beyond the period of limitation as prescribed by the NGT Act.

13. The Applicant has stated that the information/records/documents have been obtained by the Applicant under the Right to Information Act, 2005 (“RTI Act”) on 9th March 2022. However, knowledge and making of RTI applications to gather information does not constitute as a valid ground for cause of action. This view has been consistently taken by this Hon’ble Tribunal in several cases which will be cited at the time of arguments. Therefore, the Respondent No. 6 states that the captioned original application is filed beyond the period as prescribed under the NGT Act and deserves to be dismissed.

Person Aggrieved / Credentials of the Applicant

14. Respondent No. 6 submits that this Hon’ble Tribunal ought not to entertain the captioned Original Application as it is devoid of locus



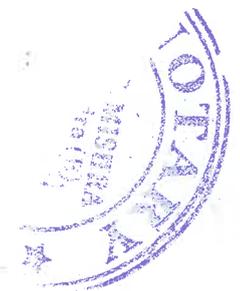
standi necessary to invoke the jurisdiction of this Hon'ble Tribunal.

A bare perusal of the cause title as well as the averments made in the captioned Original Application shows that the Applicant is an organisation based in the state of Gujarat while the alleged violations have been carried out in Raigad district in the state of Maharashtra. It is submitted that this Hon'ble Tribunal ought to look into the credentials of the Applicant who files any proceedings before this Hon'ble Tribunal.

15. It is well settled that when the credentials and *bonafides* of litigants are raised and when entertaining the grievance of such litigants which is likely to adversely affect the rights of many, the Hon'ble Tribunal must ensure the *bonafides* and credentials of such litigants at the first instance. It is evident that the Applicant has filed the present proceedings at the behest of persons with vested interest and thus, is not a *bonafide* litigation. Therefore, on this ground alone, the Original Application ought to be dismissed.

Violation of principles of natural justice

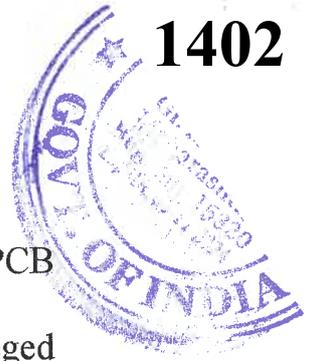
16. Respondent No. 6 submits that this Hon'ble Tribunal *vide* Order dated 6th July 2022 constituted a committee consisting of one



this Hon'ble Tribunal constituting a committee was issued without notice or appearance of Respondent No. 6. No opportunity of hearing was accorded to the answering Respondents before the Joint Committee was constituted. It is submitted that under Section 19 of the NGT Act, 2010, it was necessary that Respondent No. 6 should have been heard before issuance of any such order by this Hon'ble Tribunal. Therefore, the order dated 6th July 2022 and 31st March 2023 needs to be recalled as it is violative of principles of natural justice as required under Section 19 of NGT Act, 2010.

No Cause of Action as against Respondent Nos. 6 and 7

17. Respondent No. 6 submits that there are no reliefs sought by the Applicant against Respondent No. 6 in the present Original Application. Respondent Nos. 6 and 7 as a Joint Venture are merely contractors who have been awarded a tender to carry out the subject project by Respondent No. 4, MIDC. Respondent No. 6 has been impleaded as Party-Respondent to the present application only on the basis of the Additional Joint Committee Report of July 2023 wherein Respondent No. 6 was given no opportunity to counter and object to the said Committee Report. On this ground alone, the



representative from MoEF & CC, one representative from CPCB and one representative of MPCB to look into the violations alleged in the present original application and to submit a factual and action taken report. Neither Respondent No. 6 nor Respondent No. 7 were not made party-Respondents to the present original application when the Order dated 6th July 2022 was passed. The Joint Committee in October 2022 submitted a report to this Hon'ble Tribunal stating the factual position of the violations alleged in the present application. Thereafter, the Hon'ble Tribunal *vide* Order dated 31st March 2023 ordered that the Joint Committee ought to submit an additional report as the Joint Committee Report was vague. Accordingly, an Additional Report was submitted by the Joint Committee in July 2023. The additional report submitted by the Joint Committee for the very first time imposed environmental compensation on Respondent Nos. 6 for the alleged violations caused by the Respondent Nos. 6 and 7 to the tune of Rs. 5.6 crores without giving any cogent reasons for the same. While considering the application for the first time, Respondent No. 6 was not even made parties to the present original application nor were they served with a copy of the said application. Therefore, the order of



present application ought to be dismissed as against Respondent No. 6.

18. In light of the aforesaid, Respondent No. 6 submits that this Hon'ble Tribunal ought to decide the issue of maintainability and dismiss the captioned Original Application at the threshold without going into the merits of the captioned Original Application, as the same is not maintainable as per the extant applicable law.

ON FACTS/ MERITS

19. It has been prayed, on the basis of the preliminary objections set out above, that the present Original Application be dismissed. However, without prejudice to what is stated above, Respondent No. 6 states that even on merits, the Applicant has failed to make out a cogent case which deserves any relief or interference from this Hon'ble Tribunal and Respondent No. 6 adopts the stand taken by Respondent No. 7 in their Affidavit in Reply dated 13th February 2024 to the present Original Application for want of repetition.
20. Respondent No. 6 reiterates and submits that both Respondent No. 6 and 7 are merely contractors who were appointed by Respondent No.



4-MIDC to carry out the subject project and the Joint Committee has erroneously saddled the present Respondent with environmental compensation of Rs. 5.6 crores without any cogent reasons or basis.

21. It is submitted that that the Respondent No. 6 has dealt with all the allegations raised by the Applicant in the aforementioned manner and expressly craves leave to file a detailed parawise reply, if circumstances so warrant.
22. In light of the above facts and circumstances, the Respondent No. 6 states that the captioned Original Application as filed is completely baseless, misconceived and deserves to be dismissed as regards Respondent No. 6 and Respondent No. 6 ought to be deleted as party-Respondent to the captioned proceedings.

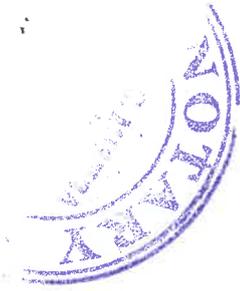
Solemnly affirmed at MUMBAI.

This 13th day of February 2024.



Respondent No. 6
(R & B Infra Projects Ltd.)


Advocates for Respondent No. 6



VERIFICATION

I, Mr. Ninad Kerkar aged 49 years, Indian Inhabitant, the Authorised Signatory of Respondent No. 6, do hereby state that I have submitted this Affidavit on solemn affirmation and oath. I have verified that the facts are true to my personal knowledge. I have not suppressed any material fact known to me and relevant to this matter.

Date: 13 FEB 2024

Place: MUMBAI



Respondent No. 6
(R & B Infra Projects Ltd.)

Advocates for Respondent No. 6

BEFORE ME

13/02/24

P. C. MISHRA

B.A., LL.B

NOTARY

NOTARY, MUMBAI PALGHAP
MAHARSHTRA
(GOVT. OF INDIA)

13 FEB 2024





R & B Infra Project Limited 1406

a ramp for excellency & accuracy

(Formerly Known as R & B Infra Project Pvt. Ltd.)

CIN No. : U45200MH2005PLC154006

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE DIRECTORS OF R & B INFRA PROJECT PVT. LTD HELD ON 09.02.2024 AT ITS OFFICE B-1, NEELA APPARTMENTS, OPP. MANDPESHWAR IND. ESTATE, S.V.P ROAD, BORIVILI (W), MUMBAI-400092

AUTHORITY FOR LEGAL MATTERS:

“RESOLVED THAT, Mr. Ninad Kerkar, (hereinafter referred to as 'Authorised Representative') be and are hereby authorized to finalize, sign, verify, submit, affirm, execute and/or file necessary vakalatnamas, pleadings, notices, affidavits, replies, rejoinders, applications, complaints, plaints, written statements, suit(s), leave to defend, petitions, appeals, revisions, statement(s) of claims), statement(s) of defence, counter claims), writ petitions, special leave petitions, lis pendens and/or any other legal proceedings (including but not limited to, arbitration), as may be required, from time to time, and to receive and acknowledge documents, notices, summons, warrants, and/or engage Advocates and Solicitors and/or also to prosecute, appear, defend, oppose and represent for hearings before any Court/Forum/ National Company Law Tribunal or any other tribunal(s)/ National Company Law Appellate Tribunal or any other appellate tribunal(s)/ competent authorities/ arbitral tribunal(s)/statutory bodies or authorities/ State Government(s)/ Central Government (hereinafter collectively referred to as 'Authorities') against any person(s), entity(s), company(s), authority(s), government(s),etc. related to only ORIGINAL APPLICATION NO. 58 OF 2022 filed by Aryavart Foundation against M/s RIA CETP Co. Op Society Ltd. & Ors. BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL WESTERN ZONE BENCH, PUNE.

RESOLVED FURTHER THAT the Authorised Representative be and are hereby authorized to finalize, deal, sign, execute, file and/or submit any relevant documents with any person as may be required, from time to time, in the interest of the Company and to sign, verify, submit, affirm, execute and/or file the said relevant documents before any of the Authorities and also to appear and attend on behalf of the Company, in any proceedings before them that may be required and to appoint advocate(s), pleader(s), counsel(s) to represent the Company and to change such advocate(s), pleader(s), from time to time, and to execute such affidavits, deeds and documents, as may be required for the purpose and to do all such acts, deeds, matters and things, as may be deemed necessary and/or in the interest of the Company, so as to give effect to this resolution, related to only ORIGINAL APPLICATION NO. 58 OF 2022 filed by Aryavart Foundation against M/s RIA CETP Co. Op Society Ltd. & Ors. BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL WESTERN ZONE BENCH, PUNE.

RESOLVED FURTHER THAT a certified true copy of the aforesaid resolution duly signed by any one of the Director of the Company, be forwarded to any authorities/ person(s) requiring the same and such authorities/ person(s) be requested to rely and act thereupon.

For R & B INFRA PROJECT LIMITED


(Mr. Ajaypalsingh Ratansingh Rathore)
Wholtime Director
DIN No. 08803680




(Mr. Ratansingh Motisingh Rathore)
Managing Director
DIN No. 0177445



Registered Office : B-1, Neela Apartment, Opp. Mandpeshwar Ind. Estate, S.V.P. Road, Borivali (West), Mumbai - 400 092.

Corporate Office : D/1, Ground Floor, Building No.6, Sat Kripa.CHS Ltd., Near Natural Ice Cream, Prem Nagar, Borivali (W), Mumbai - 400 092.

☎ : 022 - 2895 7474 / 2895 8787 | 📠 : 022 - 2898 8905 | ✉ : rmr@rathoregroup.co | 🌐 : www.rathoregroup.co.in



महाराष्ट्र MAHARASHTRA

2018

AM 592371



(JOINT VENTURE OF M/s. R & B Infra Project Private Limited AND M/s. Hydroair Tectonics (PCD) Ltd.)

This Memorandum of Understanding for Joint Venture Agreement made and entered into at on this 5th day of December 2018 by and between :

M/s. R & B Infra Project Private Limited, having its registered office at B-1, Neela Apartment, Opp. Mandpeshwar Ind. Estate S.V.P Road, Borivali (W), Mumbai - 400092 and Mr. Balwant Singh (Project Head) as its authorized representative (here after referred as "FIRST PARTY")

AND

M/s. Hydroair Tectonics (PCD) Ltd., having its registered office at 106, Concorde Premises, Plot No.66A, Sector 11, C B D Belapur, Navi Mumbai - 400614 and Mr. Harbhajan Singh (Chairman) as its authorized representative. (here after referred as "SECOND PARTY")

Signature of Balwant Singh



Signature of Harbhajan Singh

DEFINITIONS

In this deed, the following words and expression shall have meanings set out below : "The Joint Venture" ("JV" for short) shall mean **"RBIPPL AND HYDROAIR (JV)"** and **"RBIPPL AND HYDROAIR (JV)"** Joint Venture collectively acting in collaborations for the purpose of this agreement.

"Apex Co-ordination Body (ACB) shall mean the body comprising Director of the Parties to the Joint Venture"

"The Owner" shall mean **"Maharashtra Industrial Development Corporation, and having its Principal office at Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra, India - 400093."**

"The Works" shall mean the **"Design, Build and Commissioning including Rehabilitation, Upgrade and Expansion of Common Effluent Treatment Plant at DBESA (16 MLD TO 26 MLD) AND DCETP (1.5 MLD TO 2 MLD) on DB basis with Operation & Maintenance in Dombivli Industrial Area (2nd Call)"**.

"The Contract" shall mean the contract entered into or to be entered into between the "Joint Venture" and "The Owner" for the works.

JOINT VENTURE (JV)

(whereas the Parties hereto declare that, they agree and undertake to form a Joint Venture for the purpose of Execution of the works, as an integrated Joint Venture. The JV shall be called as "JOINT VENTURE" for short) Provided that the Parties are not under this agreement entering into any permanent Partnership or Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to construe the Parties or Partners to constitute either Party the agent of the other.

WITNESSES

WHEREAS the Executive Engineer, MIDC Division Alibaug, Revas Road, Nagdongari, Chendhre, Alibaug, Dist Raigad, Maharashtra - 402201 herein after referred as the Executive Engineer, have invited tenders for the work of **"Design, Build and Commissioning including Rehabilitation, Upgrade and Expansion of Common Effluent Treatment Plant at DBESA (16 MLD TO 26 MLD) AND DCETP (1.5 MLD TO 2 MLD) on DB basis with Operation & Maintenance in Dombivli Industrial Area (2nd Call)"** hereinafter referred as "The Works".

Whereas PARTY NO. I and PARTY NO. II wish to execute the Contract, if awarded as per the terms of this indenture. Now, therefore this Deed of Partnership witnesses as follows :-



That, these recitals are and shall be deemed to have been part and parcel of the present MOU for JV. That, this MOU shall come into force from the date of this MOU i.e. 5th day of December the year 2018.

That, the operation of this MOU for JV firm concerns and is confined to "the works" only.

That, the name of the Joint Venture firm shall be "**RBIPPL AND HYDROAIR (JV)**"

That, PARTY NO. I and PARTY NO. II shall jointly execute the works according to all terms and conditions as stated in the relevant instructions contained in the Bid Documents / Contract as an integrated JV styled as "**RBIPPL AND HYDROAIR (JV)**".

That, this MOU for JV shall regulate the relations between the parties and shall include without being limited to them the following conditions.

M/s. R & B Infra Project Private Limited shall be the lead Company Incharge of the Joint Venture for all intents and purpose.

The parties hereto shall jointly and severally liable to MIDC for all acts, deeds and things pertaining to the Contract. The Contract for the works shall be signed by Shri. Balwant Singh as a General Power of Attorney Holder.

That the Director of one of the parties of the JV, M/s. R & B Infra Project Private Limited shall be the lead Partner of the JV firm and shall have the Power to Control and Manage the Affairs of the JV.

That, on behalf of the Joint Venture Lead Partner, M/s. R & B Infra Project Private Limited have the Authority to incur liabilities, receive instructions and payments, sign and execute the Contract for and on behalf of the Joint Venture. All payments made under the contract shall be made into the Joint Venture's bank account.

One or two Bank Accounts shall be opened in the name of JV to be operated by the Joint Signatory by representative of both the Partner of Joint Venture.

That each of the parties to the JV agrees and undertake to place at the disposal of the JV benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility including the provision of information, advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be as follows :-
Name of Contractor Share of Percentage

1) M/s. R & B Infra Project Private Limited	51%
2) M/s. Hydroair Tectonics (PCD) Ltd	49%
Total	100%



And all rights, interests, liabilities, obligations, works experience and risks (and all net profit or net losses) arising out of the contract shall be shared or borne by the Parties in proportion to these share. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in working capital and other financial requirements, all in accordance with the decisions of the Apex Coordinating body.

Any loan/advances shall be shared by the PARTY NO. I and PARTY NO. II in the ratio of 51% and 49% respectively.

All funds, finance or working capital required for carrying out and executing, the works or contract shall be procured and utilized by the parties are mutually agreed by them and they shall be liable and responsible for the same. Initial Capital of the JV firm shall be Rs. 1,00,000.00

The execution of the work on the site will be managed by a Project Manager. The Project Manager shall be authorized to represent the JV on site in respect of matters arising out or under the contract.

The PARTY NO. I and PARTY NO. II shall be jointly and severally liable towards the owner for the execution of the contract commitment in accordance with contract condition.

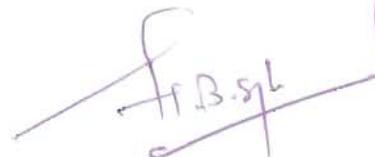
The JV shall be registered with the Registrar of Firms / Company, Maharashtra State. Prior written approval of MIDC shall be obtained before any changes are proposed to be made in this Joint Venture Agreement, once it is registered with the Registrar of firms / Company, Maharashtra State.

This Joint Venture Agreement shall not be dissolved till the completion of the defect liability period as stipulated in the Tender Document conditions of the works and till all the liabilities thereof are liquidated.

That, questions relating to validity and interpretation of this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Arbitrator by mutual consent of the parties to the JV and such proceedings shall be governed by the Indian Arbitration and Conciliation act, 1996. The award of the Arbitrator shall be final and binding on the parties, hereto, neither the obligations of each party hereto to perform the contract nor the execution of works shall stop during the course of these arbitration proceedings or as a result thereof.

That, no party to the JV has the right to assign any benefit, obligation or liability under the agreement to any third party without first obtaining the written consent of the other partner and MIDC.

Bank account (s) in the name of the Joint Venture firm may be opened with any Nationalized or Scheduled Bank and the representatives of both partners are authorized to operate upon such accounts jointly.

That, both the parties to the JV shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the business of the JV firm and the same shall be closed at the end of every financial year.

That the financial year of the firm shall be the year ended on the 31st day of March every year.

That upon closure of the books of account, balance sheet and profit and loss account, as to the state of affairs of the firm, as at the end of the financial year and as to the profit or loss made, or incurred by the firm for the year ended on that date respectively, shall be prepared and the same shall be subject to audit by a Chartered Accountant.

LEGAL JURISDICTION

All matters pertaining to or emanating from this JV agreement involving the owner shall be subject to jurisdiction or High Court of Judicature, at MUMBAI.

NOTICE AND CORRESPONDENCE

All correspondence and notices to the JV shall be sent to the following address :

B-1, Neela Aaprtment, Opp. Mandpeshwar Ind. Estate, S.V.P Road, Borivali (West), Mumbai - 400092.

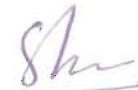
IN WITNESS WHERE TO the parties have caused their duly authorized representative to sign below :

Signed for and on behalf of
M/s. R & B Infra Project Private Limited


Mr. Balwant Singh
Project Head

Witness

1. Polachan V.L. Raw.

2. SHRAVANKUMAR 



Signed for and on behalf of
M/s. Hydroair Tectonics (PCD) Ltd

