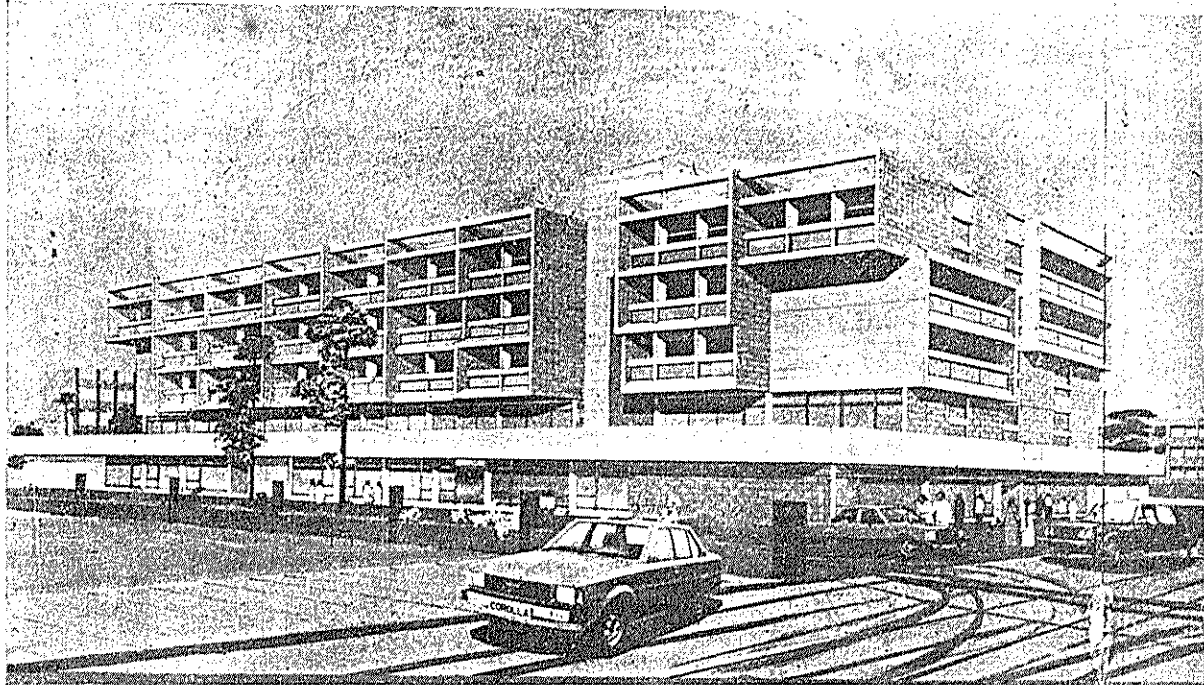


Office / Shop 268

# Agreement For Sale



## **MAHAVIR CENTRE**

Plot No. 77, Sector No. 17,  
District Business Centre, VASHI,  
New Bombay-400 703.

468





(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the OTHER PART;

W H E R E A S:

(a) The Builders have been allotted a plot bearing No.77 admeasurement 2847.41 sq. metres in Sector No.17, at District Business Centre, Vashi, New Bombay by City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "CIDCO") on lease for a period of 60 years at or for the premium of Rs.17,08,446/- (Rupees Seventeen Lacs Eight thousand four hundred forty six only) and on the terms and conditions as contained in the allotment letter dated 24th June 1981.

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(b) CIDCO has thereafter entered into the agreement to lease dated 22nd September 1981 with the Builders.

(c) Under the said Allotment Letter dated 24th June 1981 and the agreement to lease dated 22nd September 1981 the Builders are entitled to develop the said plot of land on the terms and conditions set out in the said Allotment Letter dated 24th June 1981 and the said agreement to lease dated 22nd September 1981;

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(d) By and under the said Allotment Letter dated 24th June 1981 and the agreement to lease dated 22nd September 1981 the Builders are entitled to construct building or buildings on the said plot of land and to sell tenements therein i.e., shops/offices/godowns/garages etc. on ownership basis.

(e) The Builders shall construct a building/buildings on the said land in accordance with the plans and specifications approved by the CIDCO subject to such modification or modifications and variations that may be required to be made by the Builders.

(f) The Buyer has taken inspection of the said Allotment letter and the agreement to lease and has appraised himself/herself/themselves of all the terms and conditions on which the CIDCO has agreed to grant lease etc. and has also taken the inspection of all deeds, documents and other papers as also the plans and fully satisfied himself/herself/themselves about the same as also the title of the said property.

( ) The Buyer has agreed to purchase office

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premises bearing No. 468 on the 4th Floor in the building at present being constructed by the builders and to be known as "MAHAVIR CENTRE" (hereinafter described as the said premises) on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Builders shall construct the said building on the said piece or parcel of land more particularly described in the Schedule hereunder written in accordance with the plans seen and approved by the Buyer with such variations, alterations and/or additions as the Builders may consider necessary or deem fit or as may be required by any public authority to be made in it, subject to the builders not effecting the said premises agreed to be purchased by the buyer and the buyer shall not object to any such variation or alteration.
2. The buyer has seen the building plans as also the particulars of the specifications in accordance with which the said building is to be constructed. The buyer has prior to the execution of this Agreement satisfied himself about the title of the Builders of the said property described in the Schedule hereunder written and the buyer shall not be entitled to further investigate title of the Builders and no requisition or objection shall be raised upon in any matter relating thereto.

A copy of the Certificate of title issued by Messrs. Kanga & Co., Advocates, Solicitors and Notary is annexed hereto and marked as Exhibit 'A'. The buyer shall purchase the said premises hereinafter mentioned on the basis of the said Certificate.

3. The Builders have furnished a true copy of the said Allotment Letter dated 24th June, 1981 and Agreement to lease dated 22nd September 1981 to the Buyer for his/her inspection and the buyer has perused the same. The buyer has noted the contents thereof and agreed to purchase/acquire the said premises with full knowledge of the rights and obligations of the Builders thereunder.

4. The Buyer has prior to execution of this agreement satisfied himself/herself/themselves about the title of the Builders of the said land and premises described in the Schedule hereunder written and he/she/they shall not be entitled to investigate the title of the Builders and no requisition or objection shall be raised in any matter relating thereto.

5. The buyer hereby agrees to purchase from the Builders one office bearing No. 68 on the fourth floor and parking space No. NIL in the building to be known as "MAHAVIR CENTRE" (hereinafter described as the said premises) shown on the plan hereto annexed and seen and approved by the buyer at or for the lump sum price of Rs. 305370/- (Rupees Three lac five thousand three hundred seventy only) Only)

6. The buyer shall pay to the builders the sum of Rs. 305370/- (Rupees Three lac five thousand three hundred seventy only) Only) as the purchase price in respect of the said premises. The purchase price shall be paid by the buyer as under :

- a) Rs. 7500/- as earnest money on the execution of this Agreement.
- b) Rs. 297870/- On or before 20th June, 1986 laying foundation
- c) Rs. .... On or before commencement of 1st Slab.
- d) Rs. .... On or before commencement of 2nd slab.
- e) Rs. .... On or before commencement of 3rd slab.
- f) Rs. .... On or before commencement of 4th slab.
- g) Rs. .... On or before commencement of 5th slab.
- h) Rs. .... against delivery of possession as hereinafter stated.

In addition to the above the buyer shall also pay to the Builders the sum of Rs. NIL for car parking space to be allotted to the buyer in the said building.

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7. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid instalments of the purchase price shall be of the essence of the contract.

8. The Builders hereby agree to provide the amenities in the said premises as mentioned in Annexure to this agreement.

9. If the Buyer commits default in payment of any of the instalments aforesaid on their respective due dates (time being of the essence of the contract) and/or in observing and performing any of the terms and conditions of this Agreement, the Builders shall without prejudice to their other rights against the Buyer, be entitled to terminate this Agreement in which event the said deposit or earnest money paid by the buyer to the builders shall stand forfeited. The Builders shall however, after such termination refund to the Buyer the amounts which may have till then been paid by the buyer to the builders save and except the amounts paid by way of deposit or earnest money but without any further amount by way of interest or otherwise. The Buyer shall in such event forego all his/her/their right, title interest in the said premises and shall not be entitled to claim any amount whatsoever from the Builders. The Builders shall also be at liberty to sell of the said premises to any other person and at any price as the Builders may deem fit and the buyer shall not be entitled to question such sale or to claim any amount whatsoever from the Builders. The moneys becoming refundable to the buyer shall be refunded only after the builder shall have sold the said premises to any other person.

10. Without prejudice to the Builders other rights under this Agreement and/or in law the Buyer shall be liable at the option of the builders to pay to the Builders, interest at the rate of 18% per annum on all amounts due and payable by the Buyer under this agreement if any such amount remains unpaid for 7 (seven) days or more after becoming due.

11. Possession of the said premises shall be delivered to the Buyer only after the said Building is ready for use and occupation and provided all the amounts due by the buyer under this agreement are paid to the builders in full. The Buyer shall take possession of the said premises within 7 (seven) days of the Builders giving notice in writing to the Buyer intimating that the said premises are ready for the use and occupation.

12. Subject to the availability of cement, steel and other building materials, electrical, water and drainage, connection and subject to force majeure including any act of God, drought, flood and any other natural calamity and/or war, restrictions by the Government, CIDCO or other public authorities or any other acts beyond the control of the Builders, the builders agree to hand over possession of the said premises to the Buyer on or before 30th June, 1984. The Builders shall not incur any liability if the Builders are unable to deliver possession of the said premises by the aforesaid date if the completion of the said Building is delayed by reasons of non-availability of steel and/or cement or other building materials and/or water supply or electric power or by reason of war, civil commotion, or any act of God, force majeure, strikes, lockouts, lay-offs whether of the labour of the Builders or any of the



labour at the works of the manufacturer| suppliers of steel, cement or other building materials or other natural calamity or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and|or any other public or competent authority|or for any other causes or reasons beyond the control of the builders and in any of the aforesaid events the builders shall be entitled to reasonable extension of time for delivery of possession of the said premises.

13. If the Builders are not in a position to give possession to the buyer owing to unforeseen circumstances, the Buyer shall not be entitled to any damages by way of interest or otherwise, but the buyer shall be entitled to a refund of the amounts|deposits that he|she|they has paid to the builders as instalments, part payments in respect of the said tenements, shops etc.

14. It has been expressly agreed between the parties hereto as also the buyers| acquirers of the different tenements that in case the said building collapses or any damage is caused due to any act of God, Earth-quake, Floods or any natural calamity, act of enemy, war or due to any other cause which is beyond the control of the builders, the builders shall not in any way liable to reconstruct the building or to carry out the repairs.

15. The Builders may complete any wing, part, portion or floor of the building and obtain part occupation certificate therefor and give possession of premises therein to the buyers of such premises and the Buyer herein shall have no right to object to the same and hereby gives consent to the same. If the Buyer takes possession of any premises in such part completed wing, part, portion or floor, the Builders and|or its agents or contractors shall be entitled to carry on the remaining work in the said premises, the said building or any part thereof and if any inconvenience is caused to the Buyer, the Buyer shall not protest, object to or obstruct the execution of such work rest of.

16. As soon as the building is notified by the Builders as complete each of the buyers of the premises (including the buyer herein) shall pay the respective arrears of the price payable by them within 7 days of such notice served individually or to be put in any prominent place in the said building. If any of the buyers fail to pay the arrears in spite of the notice the Builders will be entitled to terminate the Agreement with such buyer and to refund to such buyer all the instalments of the purchase price paid by the such buyer till then but without interest and deducting thereout the outgoings in respect of the premises to be purchased by him|her|them from the date of completion of the building until the Builders shall have disposed off such premises. The moneys becoming refundable to the buyer or such other moneys shall be refunded only after the Builders shall have sold and|or disposed off the premises in respect of which the Agreement shall have been rescinded under this Clause.

17. The Buyer shall have no claim save and except in respect of the particular premises, hereby agreed to be acquired and the entire property including all open space, walls, parking place, lobbies, compound walls, lift, staircase, terrace, unsold tenements etc., will remain with and be the property of the Builders who shall be entitled to deal

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with or dispose off the same in any manner they deem fit until the development of whole property is completed in all respects and possession and ownership of the property is transferred to the proposed Co-operative Society or Limited Company as hereinafter mentioned but subject to the right of the builders as hereinafter stated.

18. Nothing contained in this Agreement, shall be construed so as to confer upon the buyer any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof or the said premises, such conferment shall take place only upon a Co-operative Society or a Limited Company being formed by the buyer of different premises in the said building and on execution of the Conveyance in favour of such Co-operative Society or Limited Company as hereinafter stated.

19. The Builders or any person nominated by the Builders or the party to whom the rights conferred under this clause may be assigned shall have an absolute right to make additions, or put up additional structures as may be permitted by the concerned Authority and/or CIDCO and other Competent Authorities. Such additions alterations and structures will be the sole property of the Builders or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Buyer hereby consents to the same. The Builders and/or their nominees or assignees shall be entitled to display advertisements or hoardings or sign boards or neon signs in any portion of the compound comprised in the said premises including the terrace walls, parapets wall and compound walls and they shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Agreement with the Buyer in the said Building shall be subject to the aforesaid rights of the Builders or their nominee or assignees and the Buyer shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him/her/them and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Builders shall be entitled either to nominate any other person to obtain the benefits of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of any other person. Such nominee or assignee shall be entitled to become member of the said Co-operative Society, limited company or association as the case may be to whom the said premises and the said Building will be transferred, in pursuance of the provisions hereinafter contained PROVIDED FURTHER THAT neither the Buyer nor any of the purchasers of any other premises, the said Society, Limited Company or Association as the case may be shall be entitled to charge the Builders and/or their nominees or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

20. The buyer shall not, sublet, sell, transfer, convey, mortgage, charge, encumber or deal with or dispose off or part with the said premises and/or assign under-let or part with as aforesaid any of his/her/their interest under or the benefit of this Agreement until all the dues payable by him/her/them to the Builders under this agreement are fully paid up and that too only if the Buyer has not been guilty

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of breach or non-observance of any of the terms and/or conditions of this Agreement and until he|she|they|obtains|obtain the previous consent in writing of the Builders or the said Co-operative Society, Limited Company or Association as the case may be.

21. If the Builders shall get the benefit of additional floor Space Index (F.S.I.) for construction from the concerned Authority, CIDCO, the Builders shall be at liberty to put up any number of additional floors over and above the said building as also the disposal thereof, even if the buyer has been permitted to occupy the tenements.

22. The Buyer will not be entitled to any rebate and/or concession in the price of his|her|their premise on account of the construction of the additional floors in the said building and/or change alteration and additions made in the said building.

23. IT IS HEREBY AGREED that the terrace on the said building shall always belong to the Builders and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Builders obtaining permission from the CIDCO for constructing any type of premises on the terrace, then the Builders shall be entitled to dispose off such premises constructed by them on the terrace together with the terrace to such person at such rate and on such terms as the Builders may deem fit. The Builders shall be entitled in that event to allot the entire terrace to the buyer of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchaser of such premises constructed on the terrace. The Society and/or the Limited Company that may be formed by the buyers of premises in the said building shall admit the Buyers of premises that may be constructed on the terrace as its members and shall allot to such buyer the premises that may have been constructed on the terrace along with the terrace. In the event of any water storage tank for the building being constructed on the terrace then the Society and/or the Limited Company as the case may be, will be entitled to depute its representative to go to the terrace for the regular check up and unkeep and for repairing the tank at all reasonable times and/or during such time as may be mutually agreed upon by the buyer of the premises on the terrace and the Society and/or the Limited Company as the case may be.

24. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the buyer in respect of the said premises agreed to be purchase by the Buyer, the Builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said plot of land or in the building to be constructed by the Builders.

25. The Buyer shall have no claim whatsoever save and except in respect of the particular unit hereby agreed to be acquired by him|her|them. All open spaces, un-allotted parking spaces, other units rooms, terraces, shops, ganages staircases, lobbies etc., will remain the property of the Builders and thereafter of the said Co-operative Society, Limited Company or Association of persons, as the case may be.

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26. The Buyer will not keep any merchandise goods, or any material outside the premises and more particularly in the passages, corridors, staircase and other common space provided in the building and in the surrounding compound. The Garages/open parking spaces shall only be used by the Buyers concerned and by their duly authorised agents only. The buyer/his agents shall not park and/or wash his car outside the garages or car parking space allotted to him/her/them. The buyer shall also take care and ensure his/her/their guests do not park the cars in the compound/driving of the said building except for the purpose of entering into or alighting from the car (or removing luggage therefrom).

27. The Buyer shall not store in the said premises any goods which are combustible, inflammable or otherwise hazardous or dangerous or such as are considered objectionable by any authority or so heavy as to affect the construction of the said Building.

28. Nothing contained in these presents is intended to be nor shall be constructed to be a grant, demise or assignment in law or any right title or interest in favour of the Buyer in, to or upon the said premises or the said land or any part thereof or the said Building thereon or any part thereof.

29. The Builders shall have the first lien and charge on the said premises agreed to be acquired by the Buyer in respect of any amount due and payable by the Buyer under the terms and conditions of this Agreement.

30. Before taking possession of the said premises the Buyer shall point out to the Builders complaint, if any, regarding construction work and get the same rectified forthwith. In any event after taking possession, the Buyer shall not have any right to make any grievance in respect of the construction or any item of work including in respect of the said premises.

31. The Buyer agrees to deposit and shall deposit with the builders before taking possession of the said premises the amount of stamp-duty and registration charges etc., estimated to be payable by the buyers. If any additional duty or charge are payable thereafter the buyer shall pay the same.

32. Commencing a week after notice is given by the Builders to the Buyer that the said premises are ready for use and occupation, the Buyer shall be liable to bear and pay all taxes and charges for electricity, water and other services and the outgoings payable in respect of the said premises as provided hereunder.

33. The Buyer hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builders are not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts on the respective due dates.

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34. The Buyer agrees and binds himself|herself|themselves to pay regularly every month by the 5th day of each month to the Builders until the Buyer is admitted as member of the Co-operative Society, Limited company or association to be formed and the property is conveyed in favour of such Society, Limited Company or Association and thereafter to the said Society Limited Company or association as the case may be, the proportionate share that may be decided by the Builders or the said Society, Limited Company or association as the case may be for Municipal, Government, public and other taxes that may from time to time be levied against the land and/or the said building including water taxes and water charges and outgoings for the maintenance of the said common lights, and other outgoings such as collection charges, charges for liftmen, watchman, sweeper, and maintenance including sanitation, water charges etc., or expenses incurred in connection with the said Building. The Buyer shall keep deposited with the Builders at the time of taking possession of the said premises a sum of Rs. 3000/- (Rupees *Three thousand only*) as deposit towards the aforesaid expenses and outgoings. The said sum shall not carry interest and will remain with the Builders until the Buyer is admitted as the member of the said Co-operative Society, Limited Company or association as the case may be and thereafter after adjusting the expenses incurred by the Builders shall pay over the balance to the Co-operative Society, Limited Company or Association as the case may be. The Buyer shall also keep deposited with the Builders at the time of taking possession a sum of Rs. 251/- as share money and entrance fee for the membership of the said Co-operative Society, Limited Company or Association as the case may be.

35. The Buyer shall use the said premises for commercial purposes mentioned in this agreement or after obtaining written permission of the builders for any other use permissible by CIDCO and under law. The Buyer shall not use the said premises in a manner or for a purpose which may or is likely to cause nuisance or annoyance to other Unit Holders in the said building or to owners or occupiers of neighbouring properties or for any illegal or immoral purpose.

36. This Agreement shall always be subject to the terms of the said Allotment letter dated 17th June 1981 and the agreement to lease dated 22nd September 1981 and deed of lease that may be entered with CIDCO by the Builders and the rules and regulations if any made by the City and Industrial Development Corporation of Maharashtra Ltd., and/or Government of Maharashtra and/or any other authority governing the said transaction.

37. The Buyer shall from the date of possession maintain the said premises at his|her|their own cost in a good tenantable repair and shall not do or suffer to be done anything in or to the said building or the said premises, stair case, and/or common passages, or open spaces, or compound or the terrace thereof which may be against the rules regulations or bye-laws of the said CIDCO or of the Maharashtra State Electricity Board or any other authorities, or local bodies nor shall the Buyer change, alter and/or make any addition in or to the said premises and/or to the said building or any part thereof. The buyer shall be responsible for any violation or breach of any of the aforesaid provisions.

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38. The Buyer shall not without the previous written permission of the Builders let, sublet, sell convey, mortgage, charge or in any way encumber or deal with or dispose off his|her|their premises nor assign, underlet or part with his|her|their interest under or benefit of this Agreement or any part thereof or in the said premises until the execution of the Conveyance in favour of a Co-operative Society or a Limited Company formed by the Buyers of premises till the Buyer shall have paid to the Builders all moneys payable to the Builders under this Agreements.

39. The Buyer shall sign and execute all the necessary applications, papers, documents and do all acts, deeds and things as the Builders may require of him|her|them to do in order to become the member of the said Co-operative Society, limited company or association of persons as the case may be. No objection shall be taken by the Buyer if any changes or modifications are made in the bye-laws as may be required by the Registrar of Co-operative Societies, or in the Memorandum and Articles of Association of the limited company or otherwise. The Buyer shall be bound from time to time to sign such other papers or documents and to all other acts and things as the Builders may require him|her|them to do for safe-guarding the interest of the Builders and other Buyers of the other premises.

40. The Buyer shall observe and perform all the bye-laws and all the rules and regulations of the said Co-operative Society, and the Memorandum and Articles of Association of the Limited Company or otherwise as the case may be and shall pay and contribute regularly and punctually towards taxes and the expenses and other outgoings in accordance with the terms of this Agreement.

41. The Buyer hereby agrees and undertakes to be a member of the said Co-operative Society, Limited Company or Association as the case may be and from time to time and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration, incorporation of the said Society, Limited Company or Association as the case may be.

42. The deposits that may be demanded by or paid to the CIDCO for the purpose of issuing the Commencement Certificate and/or occupation certificate and/or Building Completion Certificate and for giving securities in connection with the said building and the electric meter deposits to be paid to the Electric Company and/or for the purpose of giving new or extra water connection to the said building shall be borne and paid by the Buyer of the said building in proportion to the respective floor areas of their premises or other spaces. The Buyer shall, within 7 (seven) days of demand in writing made by the Builders, deposit such proportionate amount with the proper authority.

43. If at any time any development and/or betterment charges or other levies are or is charged, levied or sought to be recovered by the CIDCO, Government or any other public body or authority in respect of the said land and/or said building, the same shall be borne and paid by all the Buyers in proportion to the respective floor areas of their premises or other spaces.

44. The Buyer even after the possession of the said premises is handed over to him|her|them shall permit the Builders and their surveyors servants and agents with or without workmen and other persons at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Buyer shall make good within three months after giving of the notice of any defects delay and want of repair of which such notice in writing shall be given by the Builders to the Buyer. The Buyer shall also permit the Builders and their servants and agents and others as aforesaid to enter into the said premises or any part thereof also for the purpose of repairing any part of the said building and for the purpose of making, repairing, maintaining, re-building cleaning, lighting and keeping in order and good condition all sewers, drains, pipes, cables, water courses, gutters, wires, parapet walls or structures or other convenience belonging to or serving or served or used for the said building and also for the purpose of laying, maintaining, repairing and testing, drainage, gas and water pipes, and electric wires and cables and for similar other purposes contemplated by the Agreement.

45. The Buyer along with other Buyers|Purchasers will pay the amounts to the Builders in respect of the deposit made by the Builders for the water connection of the said Building to the CIDCO concerned authority and also the deposit made by the Builders to the Maharashtra State Electricity Board for electric meter for lighting and for power.

46. The Buyer will not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him|her|them nor will he|she|they at any time make or cause to make any additions of whatever nature to the said premises or any part thereof. The Buyer is not permitted to make any alterations in the elevation and outside colour scheme of the said premises agreed to be purchased by him|her|them.

47. After the possession of the said premises is handed over to the Buyer, if any additions or alterations in or about or relating to the said Building are thereafter required to be carried out by Government, CIDCO or any Statutory Authority or Body, the same shall be carried out by the Buyer in co-operation with other Buyers in the said Building at their own costs and the Builders shall not in any manner be liable or responsible for the same.

48. The Buyer shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the said building or cause any increased premium to be payable in respect thereof.

49. The Buyer shall not decorate the exterior of his|her|their premises otherwise than in a manner agreed to with the Builders or in the manner as far as may be in which the same was previously decorated.

50. The Buyer shall not throw dirt, rubbish, rags or otherwise refuse or permit the same to be thrown in his|her|their premises or in the compound or any portion of the said building.

51. The Builders shall keep the Buyer fully indemnified from and against any claim under or in respect of any mortgages or charges or encumbrances created by the Builders and all costs charges and expenses which the Buyer may suffer, incur or be put to in that behalf.

52. Any delay or indulgence by the Builders, in enforcing the terms of this Agreement or any forbearance or giving of time to the Buyer shall not be treated as a waiver on the part of the Builders of any breach of non-compliance of any of the terms and conditions of this Agreement by the Buyer nor shall it in any manner prejudice the rights of the Builder.

"MAHAVIR CENTRE"

53. The said building shall be known as "~~XXXXXXXXXXXX~~" and the name of the said Co-operative Society, Limited Company or association as the case may be shall bear the same as part thereof, and this name shall not be changed without the prior written permission of the Builders.

54. Subject to the provisions contained hereinabove after the said Building is complete and ready and fit for occupation and after the said Society, limited company or other association as the case may be is formed, registered and/or incorporated and all the Premises in the said building shall have been sold and disposed off by the Builders and after the Builders have received all dues payable to them under the terms of the Agreement with the various Buyer|Purchasers the Builders shall ensure that a proper Deed of Conveyance|Assignment in favour of such Society, Limited Company or association as the case may be of the said land and the said Building including the said premises more particularly described in the Schedule hereunder written is duly executed reserving to themselves an absolute right to the terrace and any areas on the other floors, if permissible, in respect of development of the said building or for constructing additional floor|s on the said terrace.

55. In the event of the Society, Limited Company or association as the case may be being formed and registered and/or incorporated before the sale and disposal by the Builders of all the units in the said building the power and authority of the said Society, limited company or association as the case may be so formed or of the Buyer and other Purchasers of the units shall be subject to the over-all control and authority of the Builders, in respect of any of the matters concerning the said building including the construction and completion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold units, parking spaces and open spaces and disposal thereof and the consideration for which the same shall be disposed off.

56. All letters, receipts and/or notices to be served on the Buyers Purchasers as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectually discharge the

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Builders if sent to the Buyer by pre-paid post Under Certificate of posting to his|her|their address specified below :

SAVITA CHEMICALS PVT LTD.

66/67 NARIMAN BHAVAN

NARIMAN POINT, BOMBAY 400021

57. All costs, charges and expenses in connection with the formation of the Co-operative Society or the Limited Company or the Association of buyers as the case may be as well as the costs of preparation, engrossing, stamping and registering this Agreement, Conveyance and any other document required to be executed by the Builders or by the Purchaser, Stamp and registration charges in respect of such documents transferring or assisting land and building in favour of such Society or a Limited Company as well as the entire professional costs of the Legal Advisers of the Builders in preparing and approving all such documents shall be borne by the Society or the Limited Company or proportionately by the members of such Society or the Limited Company. The Builders shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the buyer shall be paid by the buyer. On the execution hereof the buyer has deposited with the Builder's a sum of Rs. NIL .....

.....  
towards the payment of stamp and registration charges payable by the Buyer on the Conveyance and/or Deed of Apartment. If at the time of execution of the documents there shall be any short fall in respect of the said charges, the Buyer shall forthwith pay the same to the Builders. On the execution hereof the Buyer has paid to the Builder Rs. 500/- (Rupees Five Hundred Only) as fixed legal costs in respect of the preparation and execution of this Agreement. The said sum does not include the professional costs payable to the Legal Advisers of the Builders for the preparation of the Conveyance and/or Deed of Apartment as herein provided. The same shall be paid by the Buyer on demand. The Buyer shall at his own costs lodge this Agreement for registration with the Sub-Registrar of Assurance at..... [Bombay and the Builders will attend the Sub-Registrar's office and admit execution thereof after the Buyer informs the Builders within two days of the lodging thereof, the serial number under which the same is lodged.

*N. Chy*

*N. Chy*

*N. Chy*

SIGNED SEALED AND DELIVERED by )  
the withinnamed Builders M|s. SHREE )  
SHANTINATH ENTERPRISES by the )  
hand of their Partner Shri C.M. Jain )  
in the presence of A.M. Jain )

For Shree Shantinath Enterprise  
C.M. Jain  
Partner

Jain

SIGNED SEALED AND DELIVERED by )  
the withinnamed Buyer Mr.|Mrs.|Messers )

FOR SAVITA CHEMICALS PVT. LTD.  
N. Murhe

SAVITA CHEMICALS PVT LTD., )

in the presence of Shri Kanchayalal )  
Bogadi )  
Kanchayalal

RECEIPT

RECEIVED the day and year hereinabove written of and from the  
withinnamed Buyer the sum of Rs. 7500/- (Rupees seven thousand  
five hundred only) Only)  
being the amount to be paid by him|her|them to us) on execution of  
this agreement

Witness : Jain

WE SAY RECEIVED :

For Shree Shree  
C.M. Jain

**KANGA & CO.**

ADVOCATES, SOLICITORS & NOTARY  
 Readymoney Mansion, 43, Veer Nariman Road, BOMBAY-400 023

**TO WHOMSOEVER IT MAY CONCERN :**

Re : Plot No. 77 (DBC) in Sector 17 of Vashi containing by admeasurement 2847.41 sq. metres or thereabouts.  
 City & Industrial Development Corporation of Maharashtra Ltd.

TO

Messers. Shree Shantinath Enterprises.

By an Agreement to Lease dated 22nd day of September 1981 made between City & Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "CIDCO") of the One Part And Messers. Shree Shantinath Enterprises (hereinafter referred to as "the Licensee") of the Other Part, CIDCO agreed to give on lease to the Licensee the property more particularly described in the Schedule hereunder written at or for the price and on the terms and conditions contained in the said Agreement to Lease dated 22nd day of September 1981.

By an Indenture of Lease dated 22nd day of September 1981 made between CIDCO (therein called "the Lessor") of the One Part and the Licensee (therein called "the Lessee") of the Other Part, CIDCO granted and demised upto the Licensee the said property more particularly described in the Schedule hereunder written for a term of 60 years commencing from 23rd day of June 1981 at the yearly rent of Rs. 100/- and on the other terms and conditions and covenants contained therein.

We have investigated the title of the Licensee to the said property and we hereby certify that the title of the Licensee to the said property, subject to the conditions and covenants contained in the afore recited Agreement to Lease dated 22nd September 1981 and the Lease dated 22nd September 1981, is clear and marketable and free from encumbrances.

**THE SCHEDULE ABOVE REFERRED TO :**

That piece of land known as Plot No. 77 (D.B.C.) on Road No. — Sector No. 17 of Vashi, containing by admeasurement 2847.41 sq. metres or thereabouts and bounded as follows that is to say :

On or towards the North by Road;  
 On or towards the South by Road;  
 On or towards the East by Plot No. 76; &  
 On or towards the West by Plot No. 78

Dated this 11th day of January, 1982

MESSERS. KANGA & COMPANY  
 Sd/- K. M. VUSSONJI  
 Partner

## ANNEXURE — I

General Specifications and amenities to be provided for MAHAVIR CENTRE SHOPPING CUM OFFICE COMPLEX at Vashi, New Bombay.

## 1. GENERAL DEVELOPMENT :

- A. Surrounding area around the building will be properly levelled, paved and drained.
- B. Compound Wall and gates will be constructed as per Cidco's rules in force.
- C. Lights shall be provided on compound gate pillars and/or on the building to light the compound.

## 2. STRUCTURE :

- A. The building shall be R.C.C. framed structure on cast in Site Pile foundation.
- B. All internal and external panel walls will either be in brick work or solid or hollow concrete block work or in Siporex.
- C. External plaster will be sand faced and internal plaster shall be nerru finished.
- D. The building shall be painted in cement colour externally and white washed internally.

## 3. FINISHES :

- |   |                                     |
|---|-------------------------------------|
| A. Common passage at ground floor and in front of lift on all floors. | Marble                              |
| B. Inside Shops and Offices and common passages on Upper Floors.      | Marble mosaic tiles in white cement |
| C. Common toilets at ground floor and toilets on upper floors.        | Marble                              |
| D. Dado in common toilets & in toilets at upper floors.               | Marble upto 5' — 0" Ht.             |
| E. Staircase & Lift Lobby upto first floor.                           | Marble                              |

## 4. DOORS &amp; WINDOWS :

- Doors :**
- A. For Shops at ground floor. M.S. Rolling Shutter will be provided to each shop.
  - B. Entrance doors to offices at upper floors. Solid core flush door oil painted on both side with T.W. frame to each office will be provided.
  - C. Doors of common toilets at ground floor and upper floor. T. W. panvelled doors, oil painted shall be provided.

**Windows :**

- D. All windows shall be of anodised aluminium and will have 3 mm clear glass panes, except windows to toilets, which will be in t.w. or aluminium louvered type.
- E. All fittings and fixtures of doors and windows will be of best quality Anodised Aluminium except hinges to the main entrance doors to offices which will be in brass.

## 5. TOILETS :

- A. All toilets will have 1st quality sanitary ware and will have western style W.C.
- B. All fittings will be cromium plated brass.
- C. Toilets will have one tap for flushing purpose, and one tap for washing|drinking water.
- D. One wash hand basin will be provided inside the toilets.
- E. All G.I. Pipes and fittings shall be concealed within the toilets.

## 6. WATER SUPPLY :

To ensure continious water supply overhead water storage tanks as per Cidco's rules shall be constructed in R.C.C. with necessary G.I. pipes and fittings for downtakes.

## 7. LIFTS :

Two standard passenger lifts will be provided in the entrance hall.

**8. ELECTRIFICATION :**

A. All wiring shall be concealed type with Piano type switches and shall be as per M.S.E.B.'s rules and regulations.

**B. Shops :**

- a) each shop shall have 2 light points (bigger shops shall have 4 light points).
- b) one exhaust fan (only for shops which are internally situated).
- c) Two power plugs.
- d) One fan point on S.B.
- e) One ordinary plug point on S.B.
- f) One telephone point.

**C. Offices :**

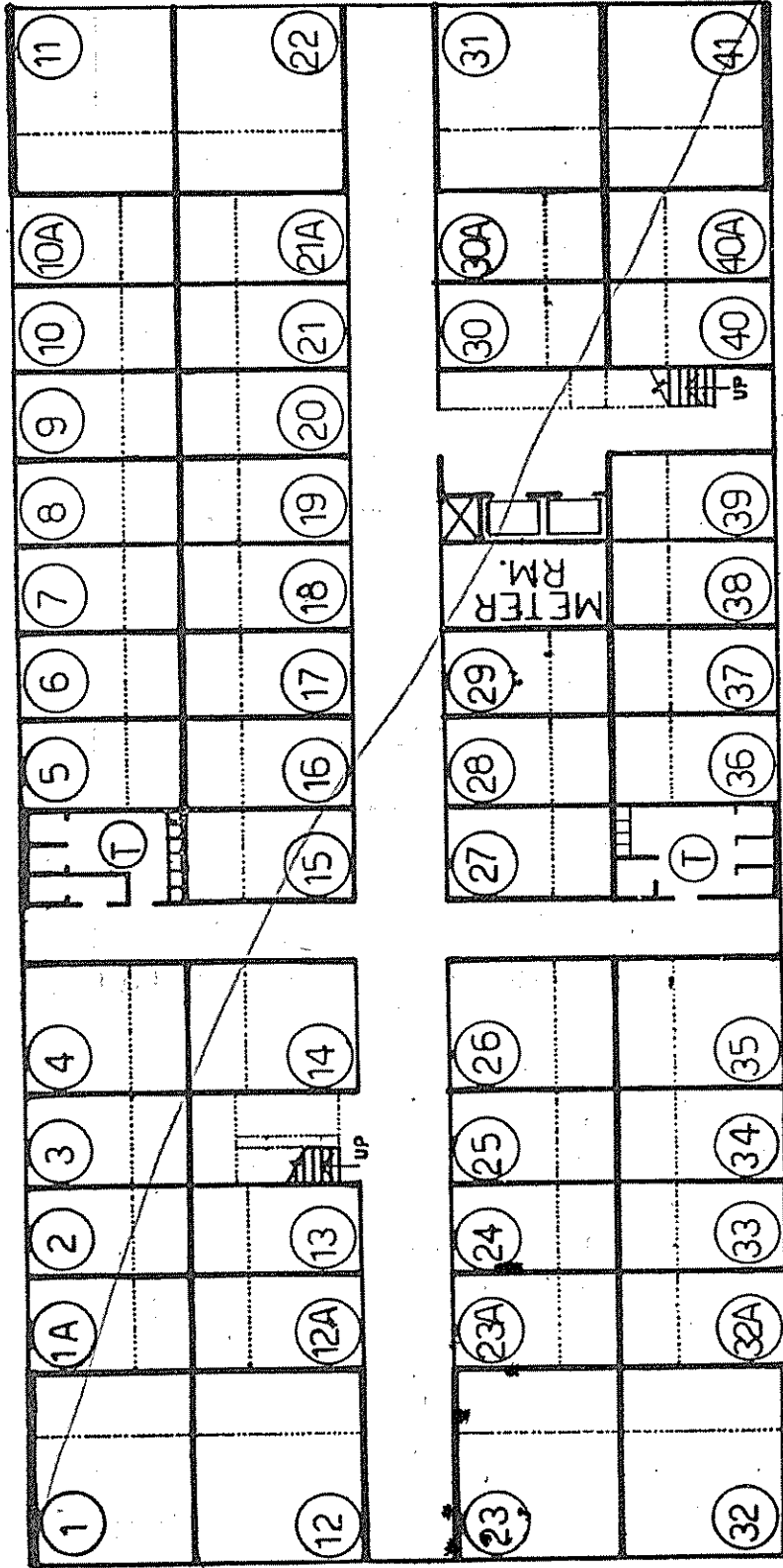
- a) 3 light points (for smaller office only). For bigger ones 4 to 6 points.
- b) 2 fan points.
- c) 2 power plug — one 5 amp. plug point, and one telephone point.

D. Toilets : One light point & one plug point.

E. Common passages and entrance lobby will be properly lighted.

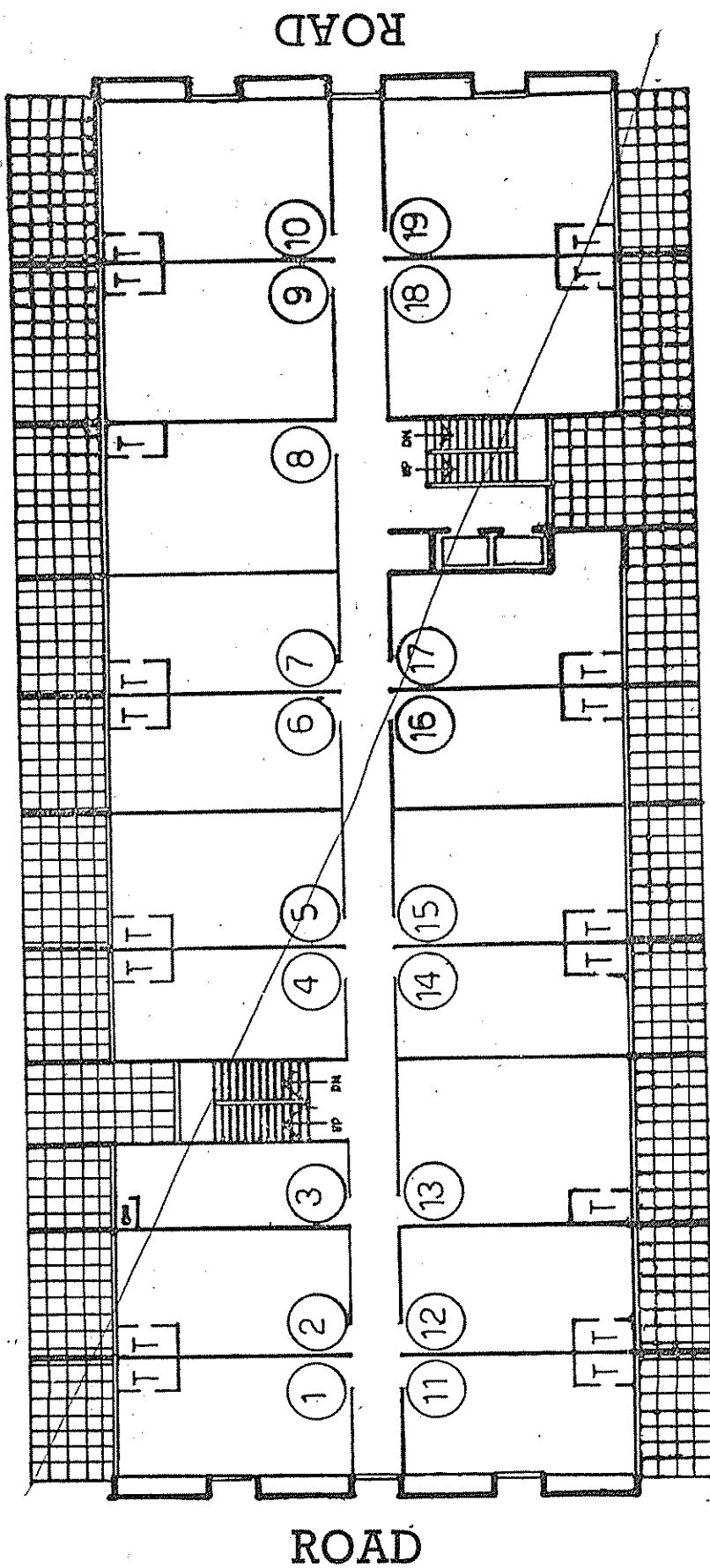
F. Staircases : One light point on mid landing each.

ROAD



ROAD

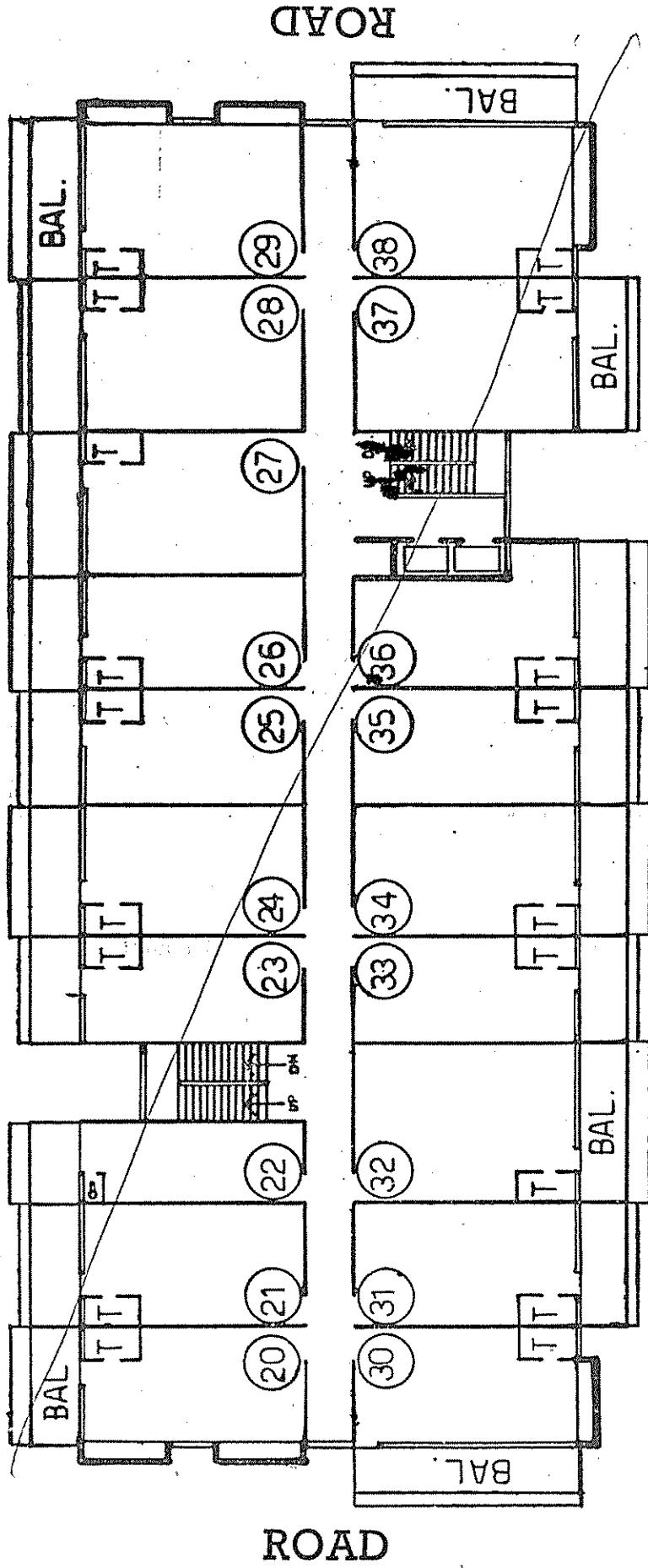
Ground Floor-Shops



First Floor-Offices

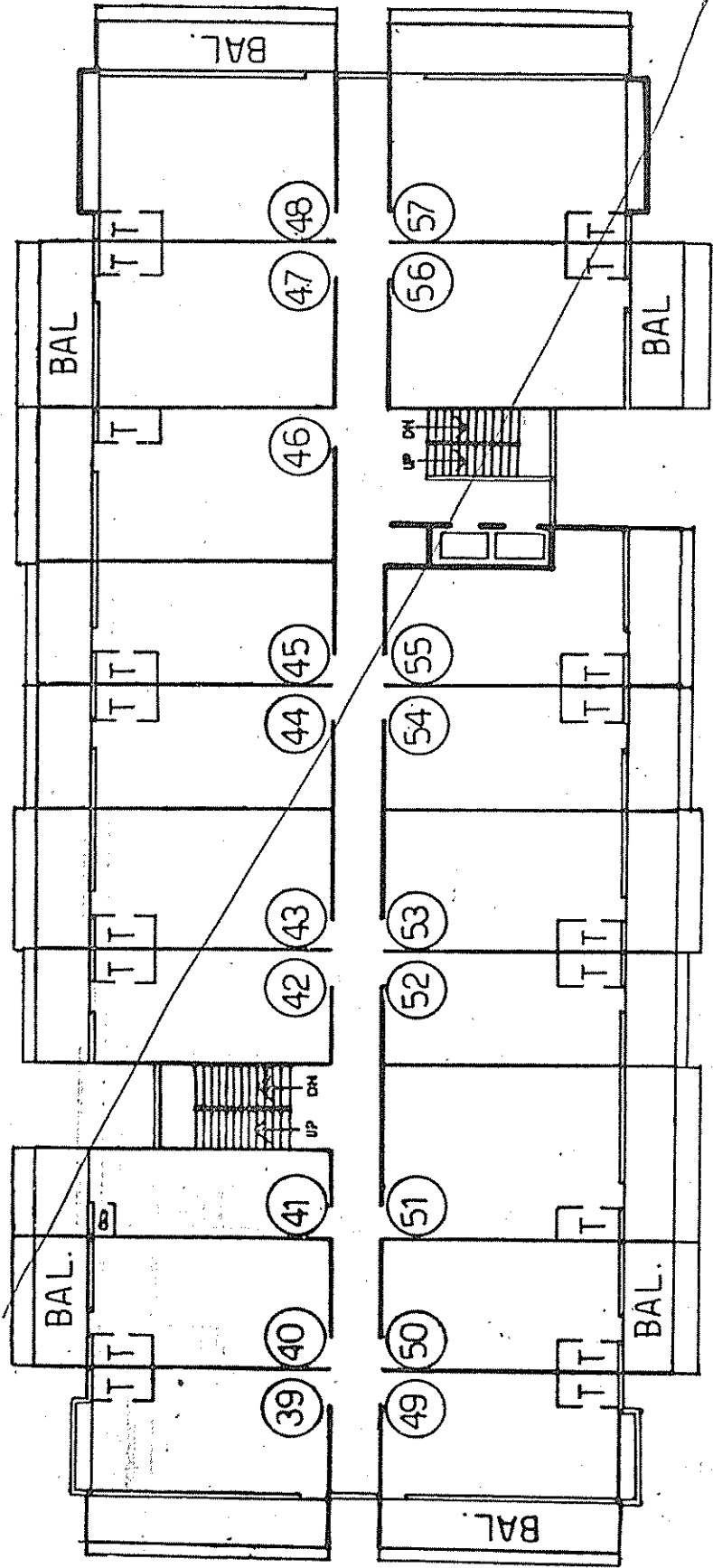
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Second Floor-Offices

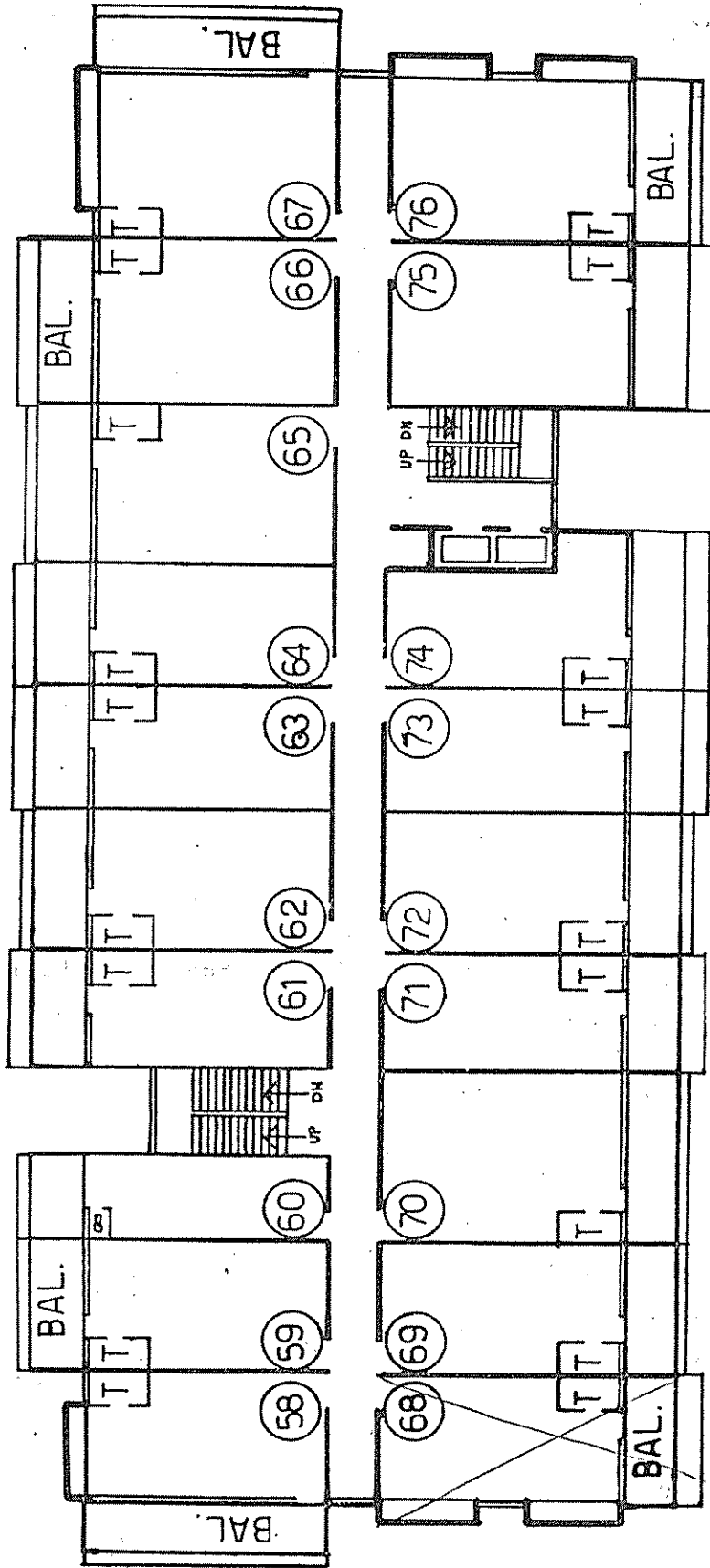
ROAD



ROAD

Third Floor-Offices

ROAD



ROAD

Fourth Floor-Offices

*[Handwritten signature]*  
*Choy*

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DATED THIS 25<sup>th</sup> DAY OF June 1982

MESSRS. SHREE SHANTINATH ENTERPRISE  
304, Tulsiani Chambers, Nariman Point,  
Bombay — 400 021.

AND

BUYER(S)

Name SAVITA CHEMICALS PVT. LTD

Address : 66/67 NARIMAN BHAVAN

NARIMAN POINT

BOMBAY 400 021.

Agreement for Sale of

OFFICE|SHOP NO. 68 ON fourth FLOOR

IN

**MAHAVIR CENTRE**

AT

VASHI, NEW BOMBAY.

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