

10Rs.



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नाम... .. Dubai

BOMBAY-400 001

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15 MAR 1993



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 30th day of August in the Christian Year one thousand nine hundred and ninety three BETWEEN M/S. HIRANA BAR CONSTRUCTIONS

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meera

... a Partnership Firm registered under the Indian Partnership Act, 1932 / a company registered under the Companies Act, 1956 having its office at 514, Dalamal Towers, Nariman Point, Bombay 400 021 hereinafter called the 'PROMOTER' (which expression shall unless it be repugnant to the context or the meaning thereof mean and include, in the case of the firm the partner or partners for the time being of the said firm, the survivor or survivors of them and the respective heirs, executors administrations of such survivor and his/her or their assigns and in the case of company its successors and assigns) of the ONE PART AND MR/MRS/MISS/M/S. ISHWAR CHANDWANI & MRS. MEERA CHANDWANI of Bombay Indian Inhabitant/s hereinafter called the 'PURCHASER/S' (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS (1) LAJPATRAI M. VARMA (2) RAMNIKLAL L. DHARIA (3) KIRTANLAL M. DHARIA and (4) NATWARLAL M. KADAKIA carrying on business in the firm name and style of M/S. N. LAJPATRAI DHARIA & CO. (hereinafter referred to as 'the said Owners') were seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of lands or ground situate lying and being at Village Powai Taluka Kurla in the Registration District and

Sub-District of Bombay City and Bombay Suburban near I.I.T. Powai and more particularly described Firstly in the First Schedule hereunder written, (hereinafter referred to as 'the said larger lands').

AND WHEREAS by an Agreement for Development-cum-Sale dated 15th December, 1983 and made between the said Owners of the One Part and M/s. LAKEVIEW DEVELOPERS (hereinafter referred to as "the Original Promoters") of the Other Part the said Owners agreed to sell and the Original Promoter agreed to purchase portion of the said larger lands admeasuring 2,50,000 sq.yds. equivalent to 2,09,025 sq.mtrs. or thereabouts for the consideration and on the terms and conditions therein contained.

AND WHEREAS the said larger lands were subject to preservation under the Bombay Metropolitan Region development Authority under B.M.R.D.A. Act, 1974 (hereinafter referred to as "the said Authority") for Powai Area Development Scheme as provided by the Development Plan of the City of Bombay.

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983 the said Owners exercised Power of Attorney in favour of Partner of the Original Promoter on 15th day of December 1983 inter alia authorising the Original Promoter to do and carry out various acts, deeds, matters and things for and on behalf of the said Owners as contained therein.

AND WHEREAS the said Agreement for Development-cum-sale dated 15th December, 1983 was subject to the Joint Survey of the portion of the said larger lands and subject to retention of certain areas by the said Owners as contained therein.

AND WHEREAS upon the Joint Survey and upon the further Agreement, the portion as set out in the original Agreement for Development-cum-sale dated 15th December, 1983 was varied and increased to 4,06,000 Sq. Yds. equivalent to 3,34,454.14 Sq.Mts. of the said larger lands subject to retention of 35,890 Sq.Yds. equivalent to 30,007 Sq.Mts. or thereabouts by the said Owners on the terms and conditions further agreed between the parties and recorded by a Supplement Agreement dated 12th June 1985 and made between the said Owners and the Original Promoter in a letter Form.

AND WHEREAS subsequently it was also agreed between the said Owners and the Original Promoter by Agreement dated 31st December, 1985 that instead of retaining 35,890 Sq.Yds., i.e. 30,007 Sq.Mts. the Owners will retain 17,601.53 Sq.Yds. equivalent to 14,717 Sq.Mts. or thereabouts from the said larger lands and other terms as contained therein.

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December 1983 and Supplement Agreement dated 12th June, 1985 the said Owners have placed the Original Promoter in possession of the portion of the said larger lands with right to deal with develop and dispose of the same.

AND WHEREAS the said Building plans for the Building to be constructed on the portion of the said portion more particularly described Thirdly in the First Schedule hereunder written have been since sanctioned. (hereinafter referred to as "the said building") and the said building is interconnected with/without common partition wall with other building or buildings under development by Original Promoter and/or their nominee or nominees as the case may be.

AND WHEREAS the right of the Promoters is restricted to development of the said Building being the interconnected building without common partition wall with the other buildings and more particularly described Thirdly in the First Schedule hereunder written.

AND WHEREAS the Promoter is liable to pay and/or contribute the prorata Development costs and all other benefits in respect of the said lay out and rights of the Promoter are restricted to the plinth area and/or land married to the plinth area alone and the total F.S.I. available to the Promoter has no corresponding effect on the ground area of the said portion more particularly described Thirdly in the First Schedule hereunder written.

AND WHEREAS the Promoter has agreed to sell and the purchaser/s has/have agreed to purchase ~~Flat/terrace~~ Flat/shop/Garage/Terrace/~~Stilt Area/Basement/Other premises~~ No. D150318 on the FIFTH floor of D Wing of Building GOLDEN OAK, situate at "HIRANANDANI GARDENS" (hereinafter referred to as "the said premises") for the consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. The Promoter is developing the said portion situate lying and being at Village Powai, Taluka Kurla in the Registration District and Sub-district of Bombay City and Bombay Suburban more particularly described Thirdly in the First Schedule hereunder written (hereinafter referred to as "the said property") as Sub-Developer and/or Assignee and/or Sub Licensee under the said Agreement for Development-cum-sale dated 15th December, 1983 and under the Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First part, B.M.R.D.A. of the Second part and inter alia the said Owners of the Third Part on the terms and conditions therein contained.

2. The Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase the said premises in the said property admeasuring 535 39.15 sq. metres (Carpet area which is inclusive of the area of balconies) for the price

Handwritten: 1/2 meters

Handwritten: 1/2 meters

Handwritten: Built-up

such consideration to such party as the Promoters may desire without reference of recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or objects to the same.

50. The Purchaser shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promoter/s under this Agreement.

51. In the event of any society being formed and registered before the sale and disposal by the Promoter/s of all the premises and the powers and the authority of the Society or Limited Company so formed or the Purchaser and other holders of the premises shall be subject to the over-all authority and control of the Promoter/s in respect of all the matters concerning the said building and in particular the Promoter/s shall have absolute authority and control as regards the unsold flats premises and the sale and disposal thereof.

PROVIDED AND ALWAYS the Purchaser hereby agrees and confirm that in the event of the said Organisation being formed earlier than the Promoters deal with or dispose of the said buildings on the property then and in that event any allottee or Purchaser of premises from the Promoter shall be admitted to such Co-operatives Society, Limited Company or Condominium of Apartment on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.250/- for the Share money and Rs.10/- as entrance fee and such allottee Purchaser or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment as the case may be.

52. Any delay or indulgence by the Promoter/s in enforcing the terms of this Agreement or any fore-bearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoter/s of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall be same in any manner prejudice the rights of Promoter/s.

53. **PROVIDED ALWAYS** that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as the rights liabilities or the duties of the said parties hereunder, the same shall be referred to arbitrators of two persons one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.

54. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 and any other provisions of law applicable thereto.

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

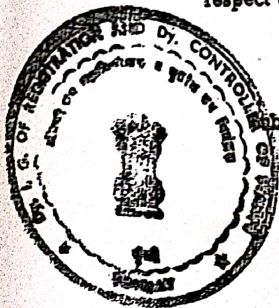
SIGNED AND DELIVERED)
by the said "PROMOTER" in the) For Hira Nagar Constructions
presence of :) *R.N.R.*
Partner.

Handwritten signature
SIGNED AND DELIVERED)
by the said PURCHASER/S in)
the presence of :) *Meesa Chandwani*

M. V. 6,46,000/-

132
Office of The Dy. Inspector General of Registration
And Dy. Controller of Stamps Bombay

Certified that under Section 41 of the Bombay Stamp Act 1958, that the proper Stamp duty Rupees 15200/-
Fifty thousand two hundred sixty only and penalty Rupees 250/-
Two hundred fifty only have been paid in
respect of the instrument. vide Challan No. 2628



Collector
Collector
9/7/96
5/7/96

Subject to the provisions of Section 63 A

FIRST SCHEDULE

FIRSTLY ALL THOSE pieces or parcels of lands or ground situate, lying and being at village Powai, near I.I.T. Saki Vihar Road, in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. No.4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 17, 18(pt), 19(pt), 24(pt), & 25 of village Powai and admeasuring 3,34,454 Sq. Mts. or thereabouts equivalent to 4,00,006 Sq. Yds.

SECONDLY ALL THOSE pieces or parcels of lands or ground situate, lying and being at village Powai near I.I.T. Saki Vihar Road, in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. No.4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 15(pt), 17(pt), 19(pt), 24(pt), & 25 of village Powai and admeasuring 3,34,454 Sq. Mts. equivalent to 4 00,006 Sq.Yds. or thereabouts excluding area admeasuring 17,641 Sq. Yds. equivalent to 14,717 Sq.Mtrs. retained by the said M/s. N. Lajpat Dharia & Co. and bearing C.T.S. Nos. 11(pt) & 12(pt).

THIRDLY ALL THOSE Pieces or parcels of lands or ground situate lying and being at village Powai in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. Nos. 10(pt), 11(pt), 14(pt), 16(pt), 17(pt), 18(pt) and 19(pt) of Village Powai.

SECOND SCHEDULE

Common areas and Facilities of immediate are abutting the main entrance door after the landing on the floor of the said premises hereby agreed to be sold in proportion with other premises on the same floor. The Terrace area shall not be included in the common area and facility.

THIRD SCHEDULE

Pro-rate right along with all purchasers of premises in the said property in limited common areas and facilities as follows (this does not apply in the case of premises other than flats):

- (1) Staircase (ii) Entrance Hall (iii) Lifts (iv) Servants Toilet.

FOURTH SCHEDULE

1. R.C.C. Frame Structure.
2. Marble Mosaic Tiles in flooring.
3. Glazed tiles flooring in W.C's and Dado in bathrooms and W.C's.
4. One shower in every bathroom.
5. One door bell.

Advocates, Solicitors & Notary

Calcot House, 8/10, Tamann Lane
Fort, Bombay 400 023

Tel: 2023317/2023297

Tlx: 11.4285 PKS Gram JUSTICE

PARIMAL
& K. SHROFF
& CO.

To
M/S. Lakeview Developers,
Bombay.



Re: In the matter of all those pieces or parcels of lands or ground admeasuring about 3,34,354.14 Sq.Mts. or thereabouts situate lying and being at Village Powai Taluka Kurla in the Registration District and Sub District of Bombay City and Bombay Suburban bearing the following description:

<u>Survey No.</u>	<u>C.T.S.No.</u>
4 (Part)	4
5 (Part)	5
6 (Part)	8
7 (Part)	9
8 (Part)	10
9 (Part)	11
16(Part)	13 (Pt)
17(Part)	14 (Pt)
18(Part)	16 (Pt)
	17
	18 (Pt)
	19 (Pt)
	24 (Pt)
	25 (Pt)

M/s.N. Lajpatrai Dharla & Co...
.....Orig. Owners/Present
Licensees/Lessees
And
B.M.R.D.A.....Present Owners/Lessors
And
M/s.Lakeview Developers. Developers

Sirs,

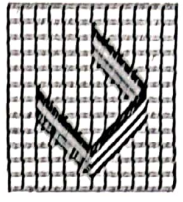
THIS IS TO CERTIFY that we have investigated the title of
(1) LAJPATRAI M. VARMA, (2) RAMNIKLAL L.DHARIA, (3) KIRTANLAL



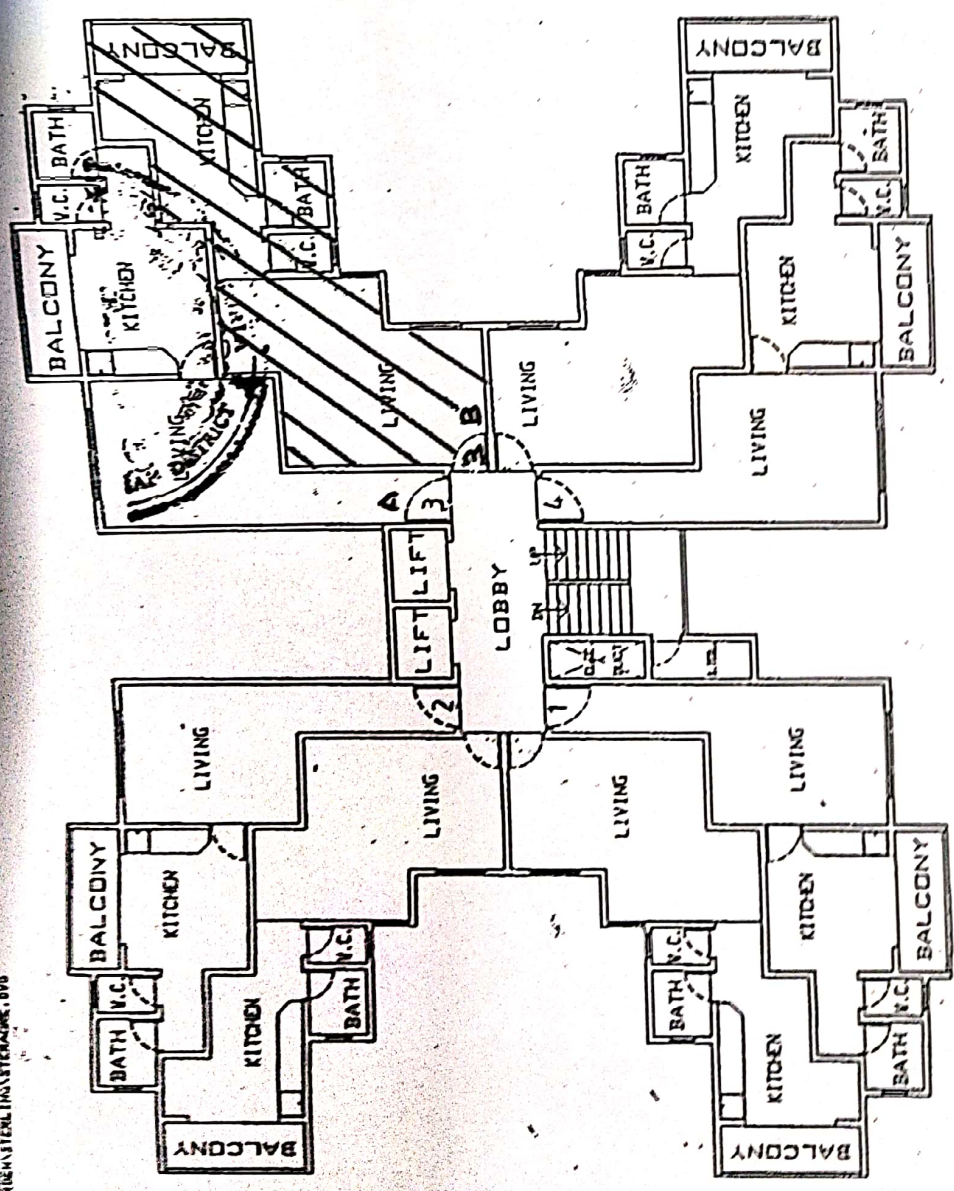
Golden Oak

HIRANANDANI
GARDENS

Mrs. Chanderani
GOLDEN OAK
WING - D
FLAT No. - D/503/B



SSKSREIN
G. K. VANTARI



TYPICAL FLOOR PLAN (1ST TO 7TH FLOOR)

SCALE = 1:120

VIP-GARDENS-TELEPHONING-ATTENTION-1000