

- (a) By the payment of 20% of the purchase money as the earnest on execution of this Agreement.
- (b) The balance of the purchase price in the manner indicated below within 7 days of the Buyer receiving a notice from the Sellers calling upon him/her to make the payment of the said monies.

20% of the purchase price at the time of completion of the 1st Slab.

15% of the purchase price at the time of completion of the 4th Slab.

15% of the purchase price at the time of completion of the 6th Slab.

15% of the purchase price at the time of completion of the 9th Slab.

15% of the purchase price against delivery of possession of the said tenements.

3. On failure of payment of any of the said instalments by the Buyer this Agreement shall come to an end and all the amounts paid by the Buyer shall stand forfeited and the Buyer shall have no claim against the Sellers.

4. The possession of the said tenements shall be delivered to the Buyer when the Building is ready for use and occupation provided all the respective amounts due under this Agreement and [particularly in Clauses 2 and 6 hereto are paid by the Buyer to the Sellers and the Buyer shall be entitled to the use and occupation of the said tenements without hindrance.

5. Nothing contained in these presents shall be construed as a grant in law of the said land hereditaments and premises or any part thereof or the building thereon such demise to take place only upon the transfer by a formal Conveyance to Limited Company or a Co-operative Society or Incorporated Body to be formed as hereinafter agreed.

6. The Buyer agrees and binds himself/herself to pay on the possession of the tenements being delivered to him/her, his/her proportionate share on the basis of the Municipal Assessment of the tenements and his/her proportionate share in all rates, taxes, dues, duties, impositions, outgoings and burden now or at an time hereafter assessed or imposed upon the said property or upon the owners or occupiers thereof by the Municipality or the Government or Revenue Authority in respect of the said building or the user thereof and payable either by the Purchasers, owner or occupiers and shall also pay/his/her proportionate share of all outgoings in respect of the said tenements, taxes, insurance, maintenance of lifts, common lights, sanitation, water charges in the event of water charged on the basis of meter by the Municipality charges of Bill Collectors Chowkidars and Sweepers and all other expenses necessary and incidental to the said tenements. The Buyer shall at the time of occupation of the tenements keep deposit of Rs. with the Sellers towards the expenses. That on possession being given to the Buyer he/she shall have no claim the Sellers as to any item of work in the said tenements.

7. The Sellers, provided that the Sellers do not in any way affect or prejudice the right created in favour of the Buyer in respect of the said tenements, shall be at liberty to sell assign or otherwise deal with their interests in the aforesaid lands and buildings.

8. The Buyer shall not let, sub-let transfer or assign his/her tenements till all his/her dues to the Sellers are paid.

9. The Sellers shall in respect of any amount liable to be paid by the Buyer under clause 2 hereof shall have first lien and charge on the said tenements to be acquired by the Buyer.

10. The Sellers hereby covenant with the Buyer that on the Buyer paying the dues and performing the terms of this Agreement and stipulations herein on his/her part herein contained shall peaceably hold and enjoy the tenements for ever, without any interruption by any person rightfully claiming under or in trust for the Sellers.

11. The Buyer further covenants with Sellers and through them with the Purchasers of other premises that he/she shall not demolish or cause to be demolished any structure on the said building or any part or portion of the same nor will he/she at any time make or cause to be made any new construction of whatsoever nature on the said building or any part thereof nor will make any additions or alterations to the said premises without the previous consent in writing of the Sellers or the said Co-operative Housing Society or a Limited Company when formed. And the Buyer covenants with the Sellers that within 7 days of his/her (Buyer) receiving the notice that the building is fit for use and occupation he/she shall be bound to take the possession of his/her flat/Garage failing which all the expenses enumerated in Clause 6 hereto, shall be Payable by the Buyer from the date of his/her receiving the notice to the date the final payment of his/her flat/Garage is made.

12. The Buyer shall be bound to sign all papers and documents and do all other things as the the Sellers may require him/her to do from time to time in this behalf for safeguarding the interest of the Sellers and other tenement holders.

This Agreement made at Bombay this 20th day of July 1966

Between OVERSEAS CONSTRUCTION PRIVATE LIMITED a Company registered under the Companies Act 1956 and having its registered office at Sindhu House, Nanabhai Lane, Bombay 1. hereinafter called the Sellers (Which expression shall wherever the context so requires mean and include the said Company and assigns) of the One Part and Shri/Smt./Kumari

Mrs. Madina Gulam Khan

hereinafter referred to as the Buyer (which expression shall unless it be repugnant to the context or meaning thereof include his/her heirs, executors, administrators and permitted assigns) of the Other Part;

W H E R E A S

- (i) By an Agreement for sale dated the 11th day of May 1962 and made between Velji Harkha Patel and Ors. of the One part and Keshavraj Lalchand of the Other Part the said Velji Harkha Patel and Ors. agreed to sell to the said Keshavraj Lalchand the piece or parcel of land situated at Nepean Sea Road and more particularly described in the Schedule hereunder written.
- (ii) the said Keshavraj Lalchand has promoted the Sellers Company;
- (iii) the Sellers have paid the full purchase price payable under the said Agreement for sale and have taken possession of the said land but have not obtained the Conveyance thereof.
- (iv) the said Keshavraj Lalchand is Director of the Sellers and has made a declaration that the said Agreement for Sale was entered into by him for the benefit of the Sellers and that the Sellers are entitled to the benefit of the said Agreement and the full purchase price under the said Agreement for Sale is paid by the Sellers.
- (v) the said Keshavraj Lalchand has executed a Power of Attorney in favour of the Sellers enabling the Sellers to execute the Conveyance of the said land as a Confirming Party.
- (vi) the Sellers have started construction of a building on the said land to be named "MIRAMAR" (hereinafter referred to as the said Building.)
- (vii) the Sellers have agreed that on the formation of a Co-operative Housing Society or Limited Company as the case may be and after completion of the said building, and on receipt by the Seller of the full payments of the amount due, the Sellers would procure a transfer of the said land situate at Nepean Sea Road described in the Schedule hereunder written together with Building to the said Co-operative Housing Society or a Limited Company free from all incumbrances whatsoever or execute a Conveyance of the said land if they have themselves obtained a Conveyance in their favour on the Flat Holders having observed and performed all the covenants contained in this Agreement.
- (viii) the Sellers are making separate agreements with several other persons and parties in respect of the flats and tenements in the said building.
- (ix) the Buyer has agreed to acquire a Flat/Garage No. 411 on 4th floor of the said building which is being constructed in the said premises (hereinafter referred to as the said tenements) on the terms and conditions hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER

1. The Sellers shall construct a building as per plan, designs and specifications seen and approved by the Buyers with such variations and modifications as the Sellers may consider absolutely necessary and desirable hereafter.

2. The Buyer hereby agrees to acquire Flat/Garage No. 411 (hereinafter referred to as the said tenements) as shown on the plan seen and approved by the Buyer for the total sum of Rs. 49000/- rupees, forty nine thousand only, which amount shall be paid by the Buyer to the Sellers in the following manner:—

The Buyer hereby agrees to observe and perform all the rules and regulations which the said Company or Society may adopt at its inception and from time to time and at all times for protection maintenance observing and conforming to Building rules and Municipal By-laws and regulations in force and for fully and properly using the said property in the said Company or Society and observance of the various stipulations and conditions laid down by the said Company or Society respecting the use and occupation of the particular tenements by particular members and to contribute regularly and punctually towards the expenses to be incurred for maintenance and upkeep charges.

14. The acquirers of all the tenements in the said building will form and join a Limited Company or Co-operative Society or any other Incorporated Body as the Sellers may decide and the Buyer agrees to join such Limited Company or Co-operative Society or other Incorporated Body and after the completion of the building and on receipt by the Sellers of the full price of all the tenements the Sellers shall procure a Conveyance of the said Plot described in the Schedule hereunder written in favour of the said Company or the Society as the case may be or execute a Conveyance of the said land building themselves in favour of the said Company or the Society if they have obtained a Conveyance in their favour. The Buyer shall deposit with the Sellers a sum of Rs. 550/- towards share money and other expenses when the Society or Limited Company is formed. The documents of transfer of the property shall be prepared by the Attorneys of the Sellers. All the costs and expenses in connection with the formation of Limited Company or Co-operative Society or Incorporated Body as well as the costs of preparing, engrossing and stamping the Conveyance required to be executed by the Sellers and the registration thereof as well as the professional costs of the Sellers in preparing or approving such documents shall be borne by the respective Purchasers of the tenements in the said building and/or members of the Co-operative Society Limited Company or Incorporated body, as the case may be.

15. The Buyer shall not use the tenements for any purpose other than residential purpose for which the said tenements are agreed to be acquired by him/her and shall not act in any manner so as to cause nuisance or annoyance to the occupants of other flats in the said building.

16. The deposits paid by the Buyer to the Sellers under Clause No. 6 and the Balance if any (remaining after deducting the costs charges and expenses mentioned in Clause 14 of the Agreement) and the amount deposited by the Buyer with the Sellers in clause 14 of this Agreement shall be transferred by the Sellers only to a Co-operative Society, Limited Company or Incorporated Body as herein above mentioned without any interest.

17. On the execution of this Agreement the Purchaser shall pay to Messrs. R. & G. Advani and Co., Estate Agents, who have brought this transaction a commission at the rate of 2% (two per cent) on the purchase price herein mentioned in Clause 2 above.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands the day and the year first hereinabove mentioned.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Pension and Tax Land or ground since redeemed situate lying and being at Nepean Sea Road without the Fort of Bombay and in the Registration Sub-District of Bombay containing by admeasurement four thousand seven hundred and ten square yards or thereabouts (shown in Cadastral Survey Register as 4705 square yards registered in the Books of the Collector of Land Revenue under New No. C/3029 and New Survey No. 12/7148 (part) and Cadastral Survey No. 575 of Malabar & Cumballa Division and assessed by the Municipality of Bombay under D Ward No. 2944(2) and Street No. 3 Nepean Sea Road and bounded on or towards the EAST by the property of [Ruttonji Jamshedji Dubash on or towards the SOUTH by the property of Dhunjibhoy Merwanji Mehta on or towards the WEST by the property of Nusserwanji Jamshedji Dadyseth and on or towards the NORTH by the property partly of the Catholic Church and partly of Baimai Jamshedji Mistry.

SIGNED SEALED AND DELIVERED by the withinnamed OVERSEAS CONSTRUCTION PVT. LTD. in the presence of.....
Chairman

FOR OVERSEAS CONSTRUCTION PVT. LTD.
[Signature]
 Managing Director.

SIGNED SEALED AND DELIVERED by the withinnamed
[Signature]
 in the presence of [Signature]

Signature of the buyer Madhina Gulam Khan

 Postal Address _____

 Telephone No. _____

DATED THIS 20th DAY OF July 1962

Messrs. OVERSEAS CONSTRUCTION PVT. LTD.

TO

Mrs. Madina Gulam Khan

DRAFT:

AGREEMENT FOR SALE

Flat No. 41

Garage No

Servants Quarter No.

IN

MIRAMAR

Messrs. AMBUBHAI AND DIWANJI

ATTORNEYS - AT - LAW

17-11-1962