

DATED THIS 8th DAY OF September 1963

SHAH & DESAI CONSTRUCTION CO.

AND

Smt. P. Radha Nair.

Flat No. 32 on Third floor
(Thirty two)

at "GREEN PARK"

ST. PAUL ROAD, BANDRA.

Agreement.

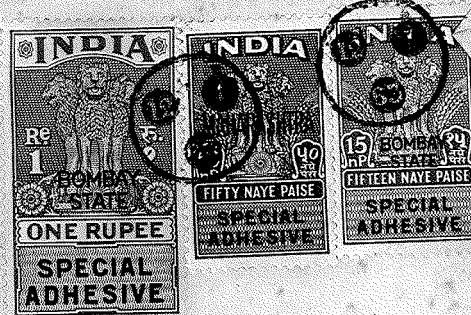
Address : C.N. Mandiram, Mavelikara,

Kerala, Now residing

Sunrise, No. 1,

3rd Pasta Lane,

Colaba.



Agreement

This Agreement made at Bombay this 8th day of September 1963, between Messrs. SHAH & DESAI CONSTRUCTION CO. of Bombay hereinafter referred to as "The Party of the First Part" (which expression shall mean and include the heirs, executors, administrators and assigns) of the First Part and Shri.mati P. Radha Nair of Bombay hereinafter called "The Party of the Second Part" (which expression shall mean and include his/her heirs, executors, administrators and assigns) of the Second Part.

WHEREAS the party of the First Part is the owners of the plot N. A. No. 11 situate at/on Chimbai Road, St. Paul Street, St. Andrews Church Bandra.

AND WHEREAS the Party of the First Part is constructing/has constructed building known as "GREEN PARK" on the said plot consisting of residential flats on ground, first, second and third floors, in accordance with the plans submitted to, and approved by the Municipal Corporation of Bombay and wants to sell the tenements of the building aforesaid.

AND WHEREAS the Party hereto of the Second Part has agreed to acquire Flat No. 32 on the Third floor of the said Building to be constructed on the aforesaid plot of land upon the terms and conditions hereinafter mentioned:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:—

1. That the Party hereto of the First Part shall construct a Building on the said plot, consisting of residential flats on the ground, and three stories in accordance with the plans, designs and specifications seen and approved by the Party of the Second Part with such variations and modifications as the Party hereto of the First Part may in their discretion consider necessary and desirable hereinafter.

2. That the Party hereto of the Second Part does hereby agree to acquire the flat bearing No. 32 (Thirty two) on the Third floor of the building as shown on the Plan seen and approved by the party of the Second Part and undivided share in the said plot for the total sum of Rs. 22500=00 [Rupees Twenty two thousand five hundred only]

3. That the party of the Second Part hereby agrees to discharge the consideration for the acquisition of the aforesaid flat to be acquired by him/her as under :

(i) By the payment of Rs.4000/- [Rs. Four thousand only.] as earnest money on the execution of this Agreement and the balance of this purchase price in the manner indicated below :-

(i) Rs.4000=00 On or before 10th November 1963

(ii) Rs.7000=00 On or before 31st March 1964



The balance of the amount on or before taking possession of the said flat.

4. That on failure of the payment of any instalment mentioned above by the party hereto of the Second Part, it shall be optional with the party of the First Part to terminate this agreement and forfeit the money paid by the party of the Second part.

5. That the party of the Second Part shall take possession of the said Flat on the receipt by the party of the First Part of the completion Certificate of the Building from their Architect and shall forthwith pay all the amounts then due under this Agreement to the party of the First Part and upon the delivery of such possession the party of the Second Part shall be entitled to use and the occupation of the said flat without hinderance and without any further claim as to any item of work or possession etc. against the party of the First Part. On payment of all the amounts payable by the party of the Second Part, the beneficial ownership of the said Flat shall pass on to the party of the Second Part.

6. That nothing contained in these presents shall be constructed as a demise in law of the said plot of land or any part thereof or the building thereon, such demise to take place only upon the transfer by a formal conveyance to a Limited Company, Co-operative Society or other incorporated body to be formed hereinafter agreed.

7. That the party hereto of the Second Part agrees, binds and undertakes that he/she shall at all times contribute and pay on possession of the said flat, punctually and regularly his/her proportionate share on the basis of the Municipal Assessment of the said flat and his/her proportionate share in respect of the said flat in all the rates, taxes, dues, duties, impositions, outgoings and burdens now or at all times hereinafter assessed or imposed upon the said Plot or building or upon the owner or occupier thereof by the Municipality or Government or Revenue Authority in respect of the said plot or building and all other expenses necessary and incidental to the said plot or building. The party hereto of the Second Part shall before occupation of the said flat keep a deposit of Rs. 250/- (Two hundred and fifty only) with the party of the First Part towards the above expenses. The said deposit will not carry any interest and will remain with the party of the First Part till the conveyance of the said plot with the building thereon to the Limited Company, Co-operative Society or Incorporated body referred to in clause No. 15 by the party of the First Part.

8. That the party of the Second Part shall maintain his/her said flat agreed to be acquired by him/her in the same condition, state and order in which it is delivered to him at his/her costs, and shall observe all the terms and conditions of the agreement.

9. That the party hereto of the First Part shall have the first lien and charge on the said flat to be acquired by the party of the Second Part in respect of any amount liable to be paid by the party of the Second Part under terms and conditions of this agreement.

10. That the party of the Second Part shall not let, sublet, transfer or assign his/her flat till his dues to the party of the First Part are paid and due prior intimation is given to the party of the First Part.

11. That it shall not be open to the party of the Second Part to dispute the title of the party of the First Part to the aforesaid land and building.

12. That the party of the Second Part shall not use the said flat for any purpose other than for which the said Flat is agreed to be acquired by him/her except with the written permission of the party of the First Part.

13. It is agreed that the party of the First Part shall not be liable to execute any separate legal conveyance in respect of the said Flat in favour of the party of the Second Part.

14. It is agreed that the party of the Second Part shall join the occupants of the other flats of the said building and garages in forming a Limited Company, Co-operative Society or any other incorporated body recognised in law as the majority of the flat holders and garage holders may decide and shall contribute the costs and expenses of the formation of the said Society or Limited Company or Incorporated Body in equal proportion with other flat and garage holders and contribute such share money in the said Society, Limited Company or Incorporated Body as he/she is liable to contribute.

15. That the party of the First Part on the formation of the Society or Company as aforesaid shall execute conveyance of the said building, garages and the land in favour of the said Society or Company provided the rules of the said Society or Company recognise the ownership or acquisition of the above flat by the party of the Second Part without payment of further consideration amount. Any conveyance required to be executed by the party of the First Part shall be prepared by the Advocate of the party of the First Part. It is agreed that the costs of and incidental to the correspondence, attendance, preparing, engrossing and stamping of the said assignment, transfer or deed of conveyance, required to be executed in respect of the said building, garages and the land as well as the professional costs of and payable by the party of the First Part in preparing or approving such deeds or writings shall be borne and paid as the case may be by such Co-operative Society, Limited Company or Incorporated Body.

16. That in case any security deposit is demanded by Water Department of Municipal Corporation before giving water connection to the proposed building, the party of the Second Part shall contribute proportionately as determined by the party of the First Part.

17. That under no circumstances possession of the flat shall be given to the party of the Second Part until and unless all payments under clauses Nos. 3, 7 and mentioned above have been received by the party of the First Part and party thereto of the Second Part shall thereafter be entitled to the use and occupation of the said flat without hinderance.

IN WITNESS WHEREOF the Parties hereto have hereunto subscribed their respective hands and seal the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED
by the withinnamed SHAH & DESAI
CONSTRUCTION CO. through the hand
of S.M. Desai

Smeesai

the partner in the presence of
M. N. U. Kump
[Signature]

SIGNED SEALED AND DELIVERED
by the withinnamed Smt. P. Radha
Nair

Radha Nair

for Plan in Nair

in the presence of
M. N. U. Kump
[Signature]

Mrs: V.R. NAIR
(P. Radhe Nair)

SPECIFICATIONS

FOR

“GREEN PARK”

NEAR ST. ANDREWS CHURCH

ST. PAUL ROAD, BANDRA.

Tiles:—Mozaic Tiles of good quality completely laid and polished shall be fixed in all rooms, passages and balconies. A skirting of 4½" shall be provided in all rooms and passages.

Kitchens:—(a) There shall be raised R.C.C. Platform with Sink in each kitchen.

(b) Flooring of the kitchen and the platform shall be mozaic tiles.

(c) Wooden shelves about 15 R. ft. shall be provided duly oil painted.

Water Closets:—Flooring shall be of white glazed tiles and dado upto 2 ft. in ht. of Mozaic tiles. W.C. will be of Indian Type.

Baths:—Flooring shall be of Polished Tandur Stone and dado upto 4 ft. in ht. of mozaic tiles.

Lofts:—There shall be RCC lofts over bath and W.C. duly patent stoned at top and neeru finished at bottoms.

Doors: & Windows:

(a) All doors shall be of single shutter of good quality Indian teak duly oil painted. All windows to be oil painted.

(b) Main door shall be provided with a Night Latch, Peep hole and Front side of it shall be French polished.

(c) Brass fittings shall be provided except hinges.

(d) Wooden mouldings shall be provided over the Door frames.

(e) Iron Grill work shall be provided for the windows of Ground Floor & First Floor only.

Electricity:—(a) There shall be one light point, one fan point and one plug point in each room, one light point in kitchen, one in passage one in w.c. one in bath, one in Balcony or Ota.

(b) On each floor there shall be one light point for staircase.

(c) One Electric bell shall be provided in each flat.

(d) Provision for a separate meter for each flat shall be made.

(e) Provision for a separate meter for staircase light and canopy light combined shall be made.

(f) Two domestic plugs to be provided in each flat.

(g) There shall be one Gyser in each flat.

Plumbing:—(a) Each flat shall have one direct tap in kitchen and indirect taps in bath, W.C., and wash basin.

(b) There shall be one shower in each bath.

(c) There shall be one wash basin with a mirror in each flat.