General Stamp Office Bombay

> PBIA919 0011



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at New Bombay, this that day of blemberone thousand Nine Hundred and Ninety five BETWEEN M/S. AGAR RATNA INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LTD, a ociety duly registered under the Maharastra Co-operative ocieties Act, 1960 under Registration No.TNA/GNL)/319/91-92 ated the 31st August, 1991 having its registered office at lot no.78/79, 2nd floor, 206, Big Splash, Sector 17, Vashi, ew Bombay- 400 705, hereinafter referred to as "THE ROMOTERS" (which expression shall unless it be repugnant to he context or meaning thereof mean and include its sucessors OF ONE PART assigns) R./MRS./MISS. JETTO . ElectrosoftBombay/N w Bombay, Indian Inhabitant residing/carrying on business at B-1.connaught Mansions. obb. coloba. P.O. Bem-5....hereinafter alled "THE PURCHASER/S" (which expression shall unless it be

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repugnant to the context or meaning thereof be deemed toinclude his/her/their heirs, executor, administrators and
permitted assigns) of the OTHER PART;

WHEREAS one M/s. Luthara Import Substitute Industries had applied to the Maharastra Industrial Development Corporation (hereinafter referred to as 'the Corporation') for the allotment to them a plot of land in the TTC Industrial area;

AND WHEREAS the said Corporation by its Allotment Letter dated the 25th April, 1979, was pleased to allot to the said original lessees a piece and parcel of land bearing Plot no D-265, TTC, MIDC Industrial area containing by admeasurment an area of 3800 sq.mts. or thereabout for the purpose of setting up industry in the TTC Industrial area (hereinafter referred to as 'the said plot') which is more particularly described in the schedule hereunder written and delineated on the plan annexed hereto and marked as Annexure 'A'.

AND WHEREAS on the payment of the lease premium the Corporation entered into an Agreement to Lease with the Original Lessees dated the 30th day of August, 1979 and harded over the possession of the said plot to them;

AND WHEREAS by its letter dated the 1st December, 1986 Programmed and Driginal Lessee applied to the Corporation for the transfer of the said plot in favour of the Promoters.

AND WHEREAS the Corporation by its Order dated the 6th May, 1987 granted consent for the transfer of the said plot in the name of the Chief Promoter of the Promoters herein on the payment of Rs.3,43,000/- as additional lease premium;

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AND WHEREAS the Promoters herein applied for the development permission of the said plot to the then Town lanning Authority being the City and Industrial Development Corporation of Maharastra Ltd which permission was granted to them by CIDCO by its letter dated the 18th April, 1991;

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AND WHEREAS on the completion of the Construction of the the

said plot, the present Town Planning Authority i.e the MIDC by

its letter dated the 4th April, 1995 granted the Building

Completion Certificate to the Promoters.

the Corporation executed WHEREAS finally AND supplementary Agreement dated the 7th of July, 1995 in favour f the Promoters agreeing to grant lease of the said plot in avour of the Promoters on the Promoters complying with all the terms and conditions of the Principal Agreement.

AND WHEREAS the Promoters have constructed the building of pround plus 2 floors consisting of 72 small industrial units as 'SAGAR RATNA';

the

D WHIREAS by virtue of the said Agreement to Lease dated of August, 1979 and Supplementary Agreement dated July, 1995, the Promoters have the sole and right to sell the Units in the building constructed

y the Promoters on the said plot of land and to enter into greement/agreements with the purchasers of the units and to

eceive the sale price in respect thereof;

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AND WHEREAS by an Allotment Letter dated, the Promoters has allotted to the Purchaser a Unit bearing Unit No. 101. on the .161. floor of the said building more specifically described on the Floor Plan annexed hereto and marked as Annexure 'A' on the terms and conditions mentioned therein.

AND WHEREAS the Purchaser has paid to the promoters the total amount of the consideration of the said unit and has also complied with all the terms and conditions mentioned in the said Letter of Allotment;

AND WHEREAS under section 4 of the Maharashtra Ownership Act, (Regulation of the promotion of construction, sale, management, and transfer) Act, 1963, the Promoters is restarted to execute written Agreement for the sale of the said the Purchaser be in fact these presents and also to regulate the said Agreement under the Registration Act:

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AND WHEREAS the Title Certificate duly issued by M/s. M. Tripathi & Co., the advocates of the Promoters showing the nature of the title of the Promoters to the said land on which the units agreed to be purchased by the purchaser approved by the concerned Local Authority have been annexed hereto and marked Annexure 'B'.

AND WHEREAS the Chief Promoter of the said Society has given an undertaking datedto the Corporation that the unit purchasers shall not carry on any commercial activity in the said units and they shall before commencing any industrial activity in the said unit, shall obtain the requisite SSR Certificates, and other permissions and licences etc.and also furnish a copy of the said certificate, licence, SSR Certificate and other permissions to the Corporation;

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

1. The Promoters hereby sell and transfer and the Purchaser hereby purchases and acquires from the Promoters one Unit being Unit No 101 floor, in the building (hereinafter referred to as 'THE UNIT') for the price of Rs 172.5001- ... (Rupees One lac seventy two thousand thre hundred ...

Kollowing manner: - Area 538 Built up

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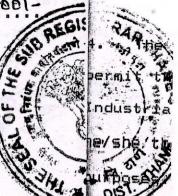
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The Promoters have observed, performed and complied with all the terms, conditions, stipulations and restrictions which were imposed by the concerned local authority at the time of sanctioning the said plans and have obtained the Building Completion Certificate in respect of the said building from the Corporation;

- 2. The fixtures, fittings and amenities provided in the said building and the Unit are set out in Annexure 'C' annexed hereto which are to the satisfaction of the Purchaser.
- 3. The Purchaser shall take possession of the Unit within 15 days of the Promoters giving written notice to the Purchaser intimating that the said Unit is ready for use and occupation. However, if any further F.S.I. is granted to the Promoters by the Local Authority, the same shall be the exclusive rights of the Promoters and the Promoters shall be entitled to make additions & alteration to raise additional storeys or structures at any time as permitted by such Local Authority and shall have also rights to deal with an dispose off the same in any manner they choose and the Purchaser hereby consent to the same. The purchaser shall give to the Promoters all the necessary facilities and full co-operation to enable them to raise additional storey or storeys, structures or structure in accordance with the plan that might be sanctioned by such Local Authority.

permit the same to be used for purpose of carrying on the Industrial activities only and hereby undertakes that he she they shall not use the same for any other purpose or the Purchaser shall contemporaneously with this agreement executed an Affidavit cum Undertaking to that effect.

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- 5. The Purchaser shall not commence any activity in the said Unit before obtaining the requisite SSR Certificate and other requisite licences, permissions, NOCs, Certificates from the Concerned Authorities which may be required by any law, rule, regulation for the time being in force. The Purchaser shall also undertake to furnish the copies each of the said SSR Certificate, Licences, Permissions, NOCs to the MIDC.
- 6. That the Promoters shall admit the Purchaser as a member thereof and issue the proper share certificates etc. The Purchaser shall abide by all the rules, regulations and the bye-laws of the Society.
- Commencing a week after notice in writing is given by the Promoters to the Purchaser that the Unit is ready for use and occupation, the purchaser shall be liable to bear and pay the proportionate share of outgoing in respect of the said land and buildings namely local taxes, betterment charges or such levies the concerned Local Authority and/or Government water charges, insurances common lights, power connection charges, and meter deposits, repairs, & salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said lands and buildings to the Promoters. The purchaser undertakes to pay such provisional monthly contribution such proportionate share of outgoings regularly on the day and every month in advance to the Promoters and withhold the same for any reason whatsoever.

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8. The Purchaser shall make an application to the Promoters in the prescribed form for his/her/their admittance as a member to the Promoters and the Promoters shall on the receipt of such application admit the Purchaser as a member in accordance with the provisions of Laws, Rules and Regulations in force. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoters the following amounts:—

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9. The Promoters shall utilize the sums paid by the Purchaser to the Promoters for meeting all legal costs, charges and expenses including Professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with the cost of preparing and engrossing this agreement and the conveyance.

10. The Purchaser/s shall himself/themselves with intentions to bring all person into whomsoever hands the Unit may come, doth/herawy covenant with the Promoters as follows :-

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(a) To maintain the Unit at the Purchaser's own cost in tenantable repair and condition from the date of possession of the said Unit is taken and shall not do or suffered to be done anything in or to the building in which the Unit is situated staircase or any passages which may be against the rules regulations or bye-law or concerned Local or any other Authority or change/alter or make additions in or to the building in which the Unit is situated and the Unit itself of any part thereof.

(b) Not to store in the Unit any goods which are or hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned Local Authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage of likely to damage the staircases, common passage or any other structure of the building in which the Unit is situated including entrance of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the purchaser in this behalf, the purchaser if this behalf, the Purchaser shall be liable for the consequence of the breach.

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cost in (c) To carry at his/her own cost all internal repairs to the said Unit and maintain the Unit in the same conditions, state - and order in which it was delivered by the Promoters to the purchaser and shall not do or suffering to be done any thing in or to the building in which the Unit is situated or the Unit which may given the rules and regulations and bye-laws of the to the concerned local authority or the other public Authority. And itself of in the event of the Purchaser committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other public authority.

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to damage (d) To carry at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition and order in which it was delivered by the Promoters to the Purchaser and shall not do anything which is against the rules and regulations and bye-laws of the Promoters.

(e) Not to demolish or cause to be demolished the Unit or any Unit i part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, not any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and gratect the other parts of the buildings in which the Unit is situated and shall not chisel or in any other manner damage the beams walls, slabs or RCC, pardis or other structural in the Unit without other prior written permission of omoters and/or the Promoters.



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(f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Unit is situated or any part thereof of whereby any increase premium shall become payable in respect of

(g) Not to throw dirt, rubbish, rags, garbage or other refus or permit the same to be thrown from the said Unit in the compound or any other portion of the said land and the buildin in which the Unit is situated.

(h) Pay to the Promoters within 7 days of demand by Promoters, his share of security deposit demanded by concerne local authority or Government or giving water, electricity of any other service connection to the building in which the Uni is situated.

(i) To bear and pay increase in local taxes, water charges insurances and other such levis, if any, which are imposed b the concerned local authority and/or Government and/or other the public authority, on account of change of user of other Unit be regul the Unit purchaser viz.user for any purposes other that residential purpose and any other penalties, additional premid and other charges levied by the Corporation or any concerned local authority.

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which may (j) The Unit purchaser shall not let, sub-let, transfer, assign d and the or part with Unit purchaser interest or benefit factor of this hereof or - Agreement or part with the possession of the Unit until all the dues payable by the Unit purchaser to the Promoters under this Agreement are fully paid up and only if the Unit purchaser had not been guilty of breach of or non-observation of any of the terms and condition of this Agreement and until the Unit purchaser has intimated in writing to the Promoters.

(k) The Unit purchaser shall observe and perform all the rules and regulations which the Promoters has adopted its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the ricity of said building and the Units therein and for the observation and the Uni performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Unit purchaser shall c charges also observes and perform all the stipulations and conditions imposed be laid down by the Promoters regarding the occupation and use of the Unit in the building and shall pay and contributed regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

> (1) Till a conveyance of building in which Unit is situated is executed the Unit purchaser shall permit the promoter and their surveyors and agents, with or without workmen and others, at or reasinable times, to enter in to and upon the said land and Buildings and any part thereof to view and examine the state and chaition thereof.

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11. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Unit purchaser as advance of deposit, sum received on account of the shar capital for the promotion of the Co-operative Promoters or company or towards the outgoings, legal charges and shall utilize the amounts only for the proposed for which they have been received.

12. Nothing contained in this Agreement is intend to be no shall be construed as a grant, demise or assignment in law of the said premises or of said plot and building or any part thereof. The Unit purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him an all open spaces, parking spaces, lobbies, staircases terrace etc. will remain the property of the Promoters.

13. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearances of giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any of the terms and conditions of this Agreement by the Purchaser not shall the same in any manner prejudice the rights of the Promoters.

14. The Purchaser and/or the Promoters shall present the Agreement the proper registration office of registration with the time prescribed by the Registration Act and the Property will attend such office and admit execution thereof.

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n respect 15. All notices, to be served on the Purchaser as contemplated by this Agreement shall deemed to have been duly served or sent - to the Purchaser, by Registered A.D. at his address specified below:

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

THE SCHEDULE ABOVE REFERRED TO :

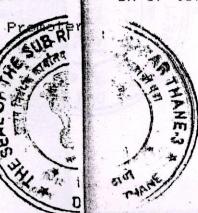
All that piece and parcel of land bearing Plot no D-265, TTC, MIDC Industrial area containing by admeasurment an area of 3800 sq.mts. or thereabout and bounded as follows :-

On or towards the North : Plot No. D-264

On or towards the South : Plot No. D-266

On or towards the East : Road

On or towards the West : Thane Belapur Road



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THE COMMON SEAL OF SAGAR RATNA) SAGAR RATNA IND. PREMISES
IND. PREMISES CO-OP. SOCIETY	CO-OP SOCIETY LTD.
LTD., has been hereunto affixed	, 1 0
pursuant to the Resolution of	Souli h. N
Managing Committee bearing) CHAIRMAN/SECRETARY
date of the day	Haranhchand. N. Saula)
of 199in the presence of)
Shri B. N. The) Bus.
the Chairman of the said Socy.)
SIGNED SEALED AND DELIVERED BY	For Terra Electrosoft
the withinnamed purchaser	Agraff to Proprietor
nerra Electrosott) Toprietor
in the presence of	RANAJAGJITSINHA PATIL
1) B. M. M. S. (1)	, 600.
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2) Arun Pouli]	, Hay

RECEIVED ON the day and year above written)
of and from the withinnamed purchaser the)
sum of Rs.173.5001-../- (Rupees anglas peroxis
two themagn) the hundred only) being the full)
per cent of the sale price of the Unit as)
to be paid by the purchaser to us.

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REF: All that pieces and parcels of land bearing Plot No. D-265, TTC, MIDC Industrial area Plot No. D-265, admeasurment an area of 3800 sq.mts.

We have investigated the title of M/S. SAGAR RATNA INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LTD, a Society duly registered under the Maharastra Co-operative Societies Act, registered under Registration No.TNA/GNL)/319/91-92 dated the 31st 1960 under Registration No.TNA/GNL)/319/91-92 under Registration No.TNA/GNL)/319/91-92 under Regist

One M/s. Luthara Import Substitute Industries had applied to the Maharastra Industrial Development Corporation.

(hereinafter referred to as 'the Corporation') for the allotment to them a plot of land in the TTC Industrial area;

2. The said Corporation by its Allotment Letter dated the 25th April, 1979, was pleased to allot to the said original lessees a piece and parcel of land bearing Plot no D-265, TTC, MIDC a piece and parcel of land bearing Plot no D-265, TTC, MIDC Industrial area containing by admeasurment an area of 3800 sq.mts. or thereabout for the purpose of setting up sq.mts. or thereabout for the purpose of setting up industry in the TTC Industrial area (hereinafter referred industry in the said plot) which is more particularly described in to as the said plot) which is more particularly described in the schedule hereunder written.

On the payment of the lease premium the Corporation on the payment of the lease with the Original Lessees with the Original Lessees with the Original Lessees the tered into an Agreement to Lease with the Original Lessees dated into an Agreement to Lease with the Original Lessees that the original Lessees with the Original Lessee

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- 4. By its letter dated the 1st December, 1986 the Original Lessee applied to the Corporation for the transfer of the said plot in favour of the Promoters.
- 5. The Corporation by its Order dated the 6th May, 1987 granted consent for the transfer of the said plot in the name of the Chief Promoter of the Promoters herein on the payment of Rs.3,43,000/- as additional lease premium;
- 5. The Promoters herein applied for the development permission of the said plot to the then Town Planning Authority being the City and Industrial Development Corporation of Maharastra Ltd which permission was granted to them by CIDCO by its letter dated the 18th April, 1991;
- 7. On the completion of the Construction of the said plot, the present Town Planning Authority i.e the MIDC by its letter dated the 4th April, 1995 granted the Building Completion Certificate to the Promoters.
- S. The Corporation finally executed a Supplementary Agreement dated the 7th of July, 1995 in favour of the Promoters agreeing to grant lease of the said plot in favour of the Promoters on the Promoters complying with all the terms and conditions of the Principal Agreement.
- 9. The Promoters have constructed the building of gr 2 floors consisting of 72 small industrial units 'SABAR RATNA';

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By Sylvintue of the said Agreement to Lease dated the Sotio gartof August, 1979 and Supplementary Agreement dated the 🗀 1795, the Promoters have the sole and exclusive right self the Units in the building constructed by the Promoters the said plot of land and to enter into agreement/agreements of the the purchasers of the units and to receive the sale price in respect thereof;

ii. We are therefore of the opinion that the title of M/S. SAGAR RATNA INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LTD, the Promoters herein is clear and marketable subject omplaince of the terms and conditions of the Lease dated the 30th day of August, 1979 and Supplementary Agreement dated the 7th of July, 1995.

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land bearing Plot No. D-265. TIC. MIDC. Industrial area containing by admeasurment an area of po sq.mts. or thereabout and bounded as follows:-

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Plot No. D-264

On or towards the South :

Plot No. D-266

On or towards the East :

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On or towards the West :

.Thane Belapur Road

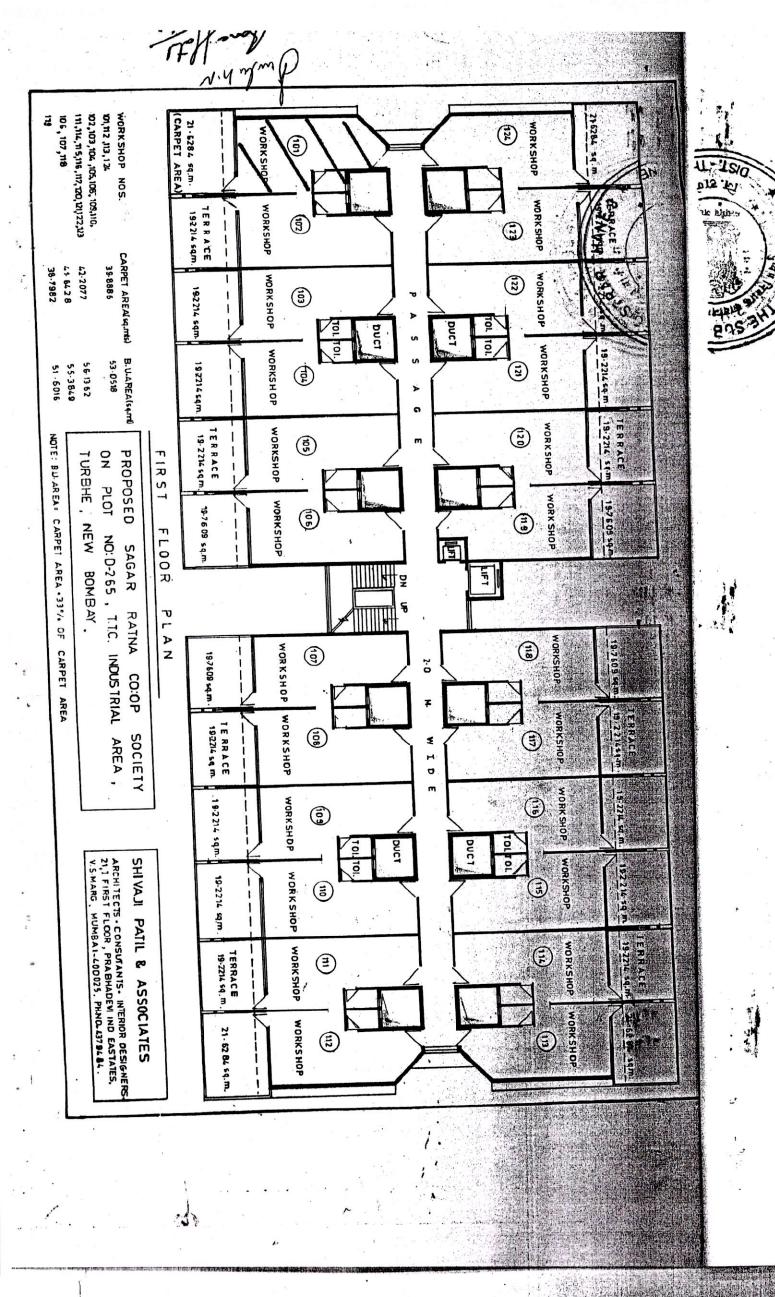
Dated this 25th day of August, 1995

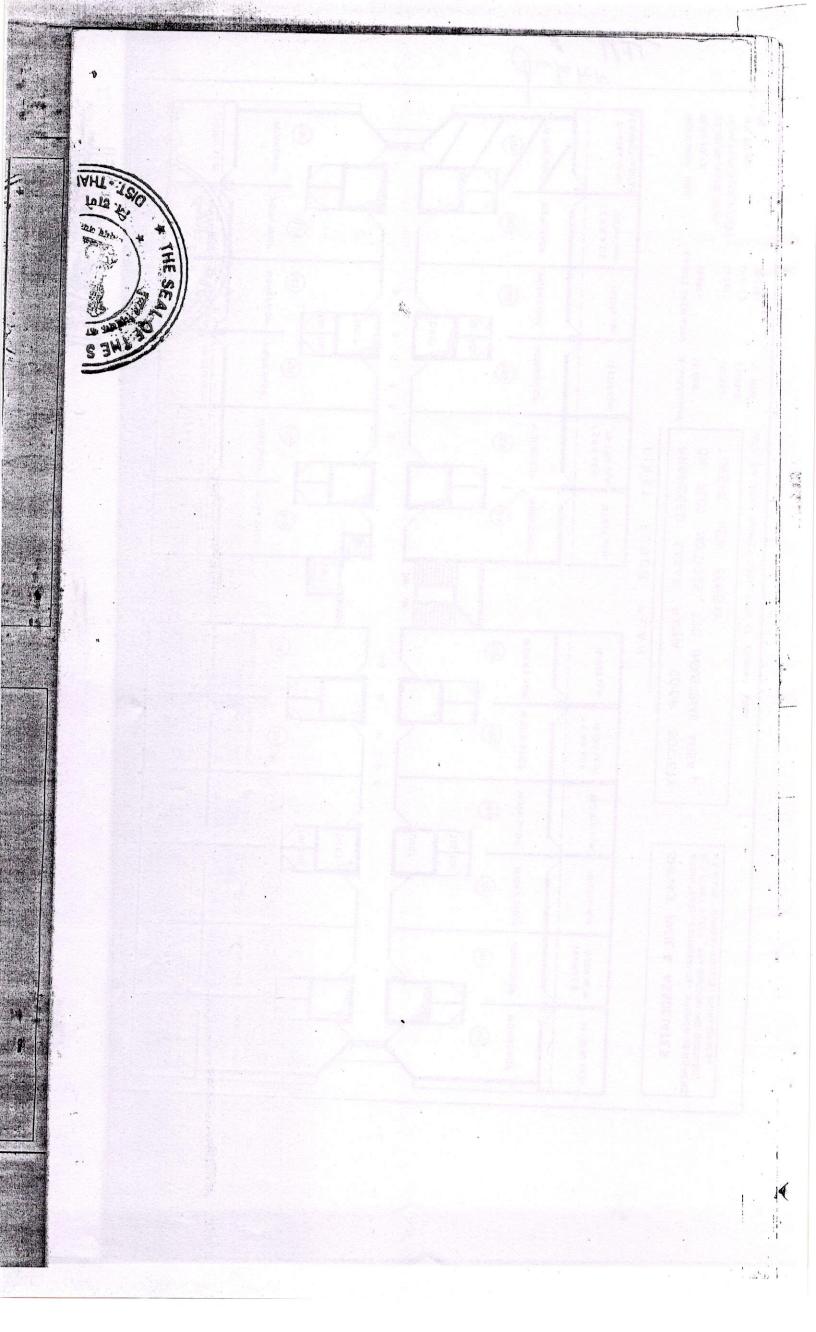
For M. Tripathi & Company,

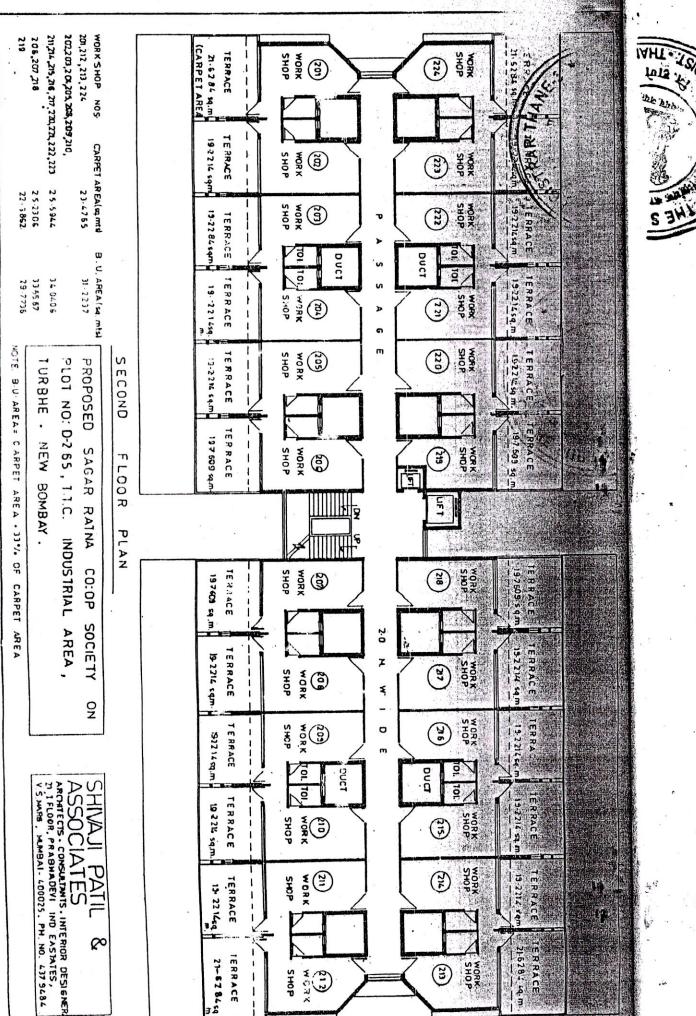
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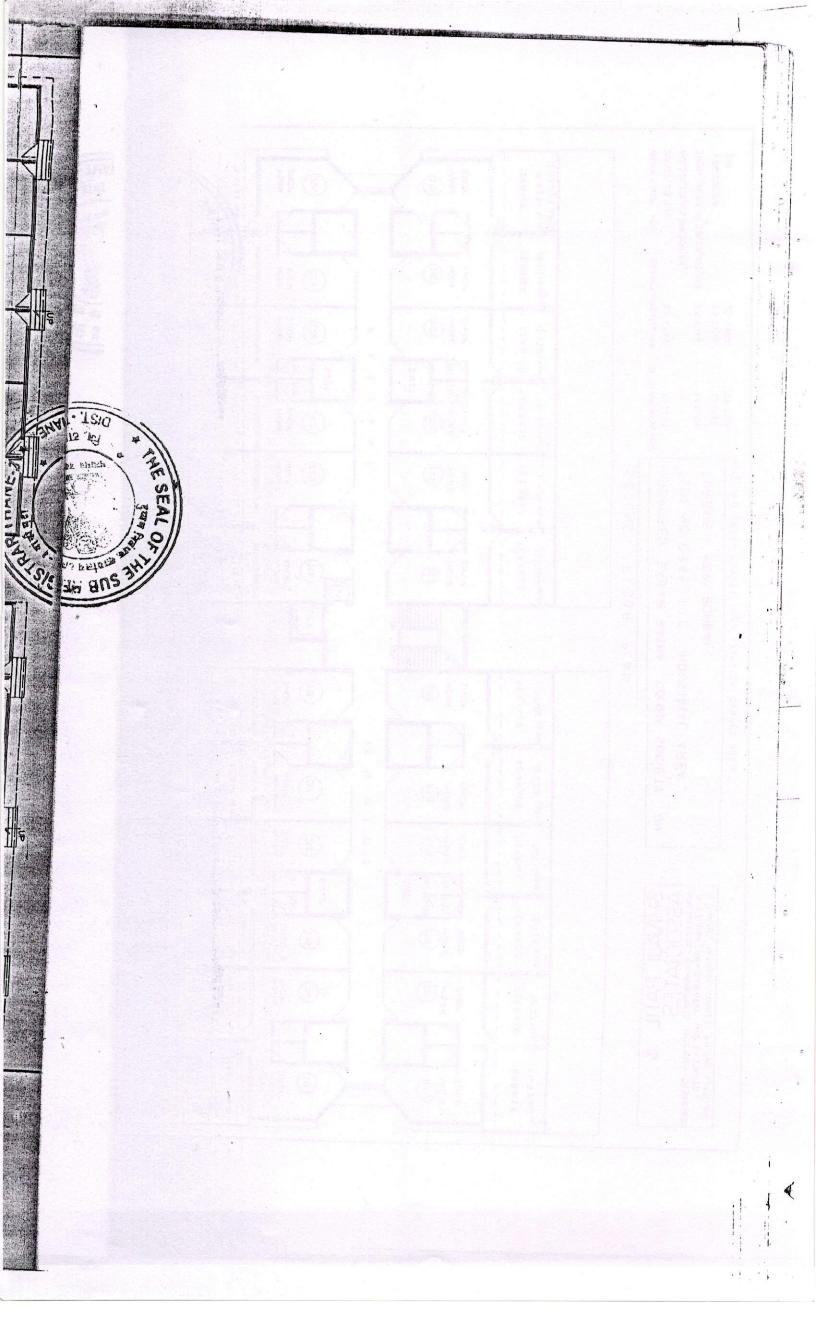
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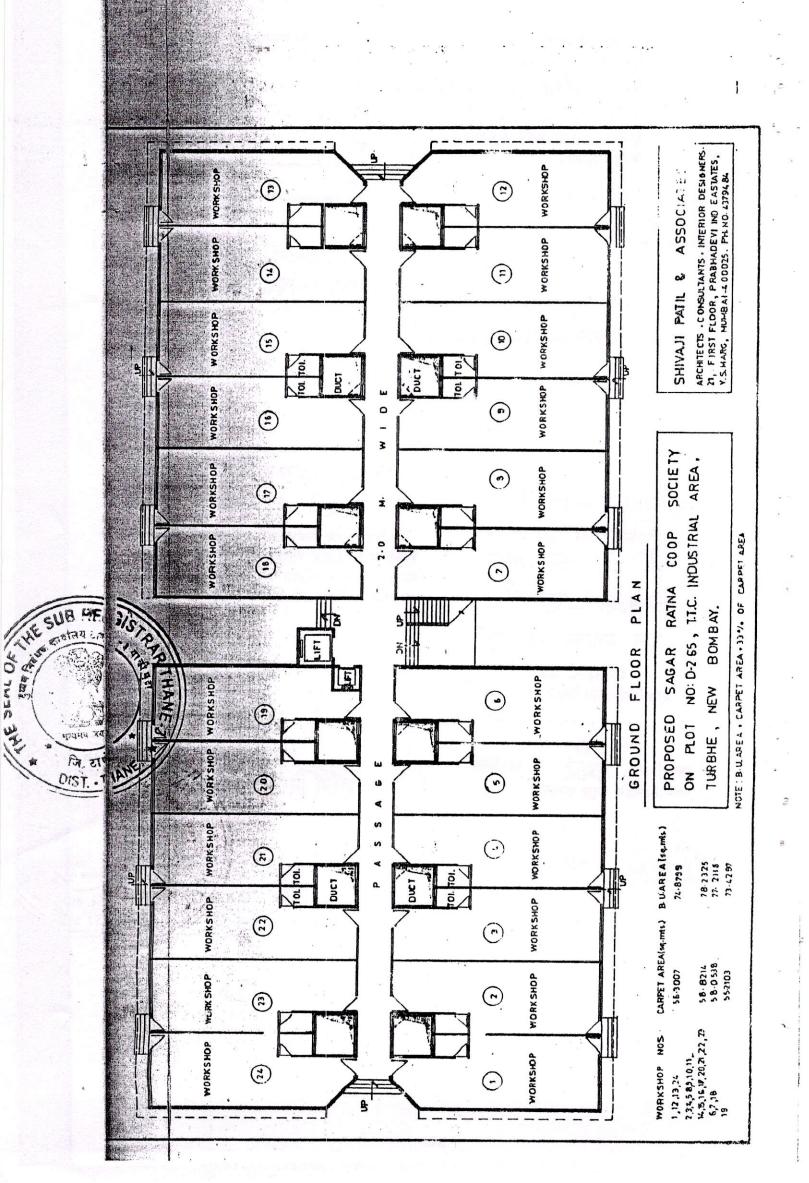
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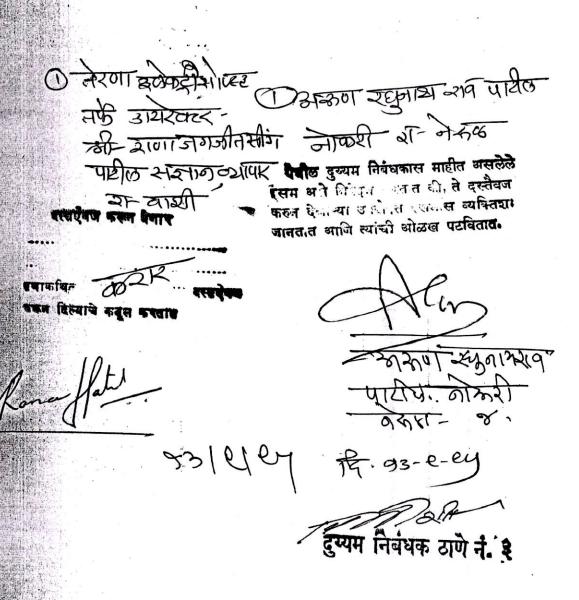
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