

प्राविण कान्जी सिंगल  
(नाम) का प्रमाणित हस्ताक्षर

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### AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Bombay this ninth day of February One Thousand Nine hundred and Eighty four between M/s. Y. A. Chunawala and Co. a firm registered under Indian Partnership Act and constituted by its partners Y. A. Chunawala and Yunus Yusuf Chunawala and carrying on business at Marol Bazar, Kondivata in Greater Bombay hereinafter called the "Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or proprietor for the time being of the said Firm, the Survivors or Survivor of them, their or his heirs executors administrators and assigns) of the ONE PART; AND Mr./Mrs./Messrs.

PRAVIN KANJI SINGHAL

Flat No. 203 second floor wing 'A' BLDG "A"

Y.A. C. Nagar Kandivla Road J.B. Nagar P.O.  
Bombay - 400059

hereinafter called the Purchasers (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/or/their respective heirs executors administrators and assigns) of the Other Part;

WHEREAS the said Developers a firm constituted by the said Y. A. Chunawala and Yunus Y. Chunawala are seized and possessed of or otherwise well and sufficiently entitled to all those Six pieces or Parcels or Plots of land together with the structures standing thereon situate and lying at Village Kondivata in Andheri Taluka in Greater Bombay more particularly described in the First Schedule hereunder written;

AND WHEREAS on the 9th day of April 1980 Abaul Majid Kasam Shaikh and others executed the Conveyance dated 9th April 1980 in favour of the said Developers and conveyed to the said Developers the Plot or piece of land admeasuring 3502.8 Sq. Meters bearing Survey No. 18 Hissa No. 3 (part) City Survey No. 136/3 more particularly firstly described in the First Schedule hereunder written and lodged for registration with the Sub-Registrar of Assurances at Bombay subject to the production of the permission of the Additional Collector and Competent Authority Greater Bombay (ULC) under Section 27 of the Urban Land (Ceiling & Regulation) Act 1976 and delivered possession of the said Plot to the Developers who as tenants were in physical possession and possession of the said plot since 1956;

AND WHEREAS by his Order dated 18th October 1979 bearing No. C/ULC/SEC-21/SRI/191 the Additional Collector and Competent Authority (U.L.C.) Greater Bombay approved the said Developers' said Scheme and allowed the said Developers, Roque P. Gonsalves, Fakir Mohamed Usman and K. Y. Shaikh to continue to hold the vacant land in excess of the ceiling limit more particularly described in the Fourth Schedule hereunder written for developing the said property and construction of houses for the Weaker Sections of the Society through the said Y. A. Chunawala as specified in Annexure I thereto subject to the Terms and conditions contained in the said Order.

AND WHEREAS by the Power of Attorney dated 25th February 1980 executed by the said Roque P. Gonsalves the said Roque P. Gonsalves has authorised the Developers inter alia to construct, deal with, dispose of and sell the tenements in the building to be constructed on his land;

AND WHEREAS by the Power of Attorney dated 8th April 1980 executed by the said heirs of the said Kasam Yusuf Shaikh, the said heirs authorised the said Developers to construct buildings to deal with dispose of and sell the tenements therein.

WHEREAS by the said Order dated 18th October 1979 the said construction is to be commenced within a period of one year and accordingly the Developers submitted plans and plans for such buildings have been approved and sanctioned by the Municipal Corporation of Greater Bombay and Certificate in favour of the Developers is issued by the Executive Engineer Building Proposals, (Western Suburbs) under Section 45 of the Maharashtra Regional & Town Planning Act XXXVII of 1968;

WHEREAS pursuant to the said Order dated 18th October 1979 Agreements Conveyances, and Powers of Attorney the Developers are entitled and authorised to construct buildings on the said lands in accordance with the said Order and to sell the tenements therein.

WHEREAS the Developers have started construction on the said land in accordance with the said Order dated 18th October 1979;

WHEREAS the Developers are constructing buildings to be known and called as "Y.A.C. NAGAR" consisting of ground floor and four upper floors and consisting of residential flats or tenements and shops or tenements for non-residential use permissible under the Municipal Regulations, only on the ground floor of the plinth area and in accordance with the said Order dated 18th October 1979.

WHEREAS the Developers desire to dispose of and sell tenements in the said buildings on what is known as "Ownership basis" and subject to the terms and conditions contained in the said Order dated 18th October 1979 and for the aforesaid purposes the Developers have entered into Agreements and will enter into similar Agreements with several parties and Purchasers for sale or transfer of such tenements;

WHEREAS the said Property is the subject of the Y.A.C. Development Scheme and the said Developers have the right to sell the said Property to the Purchaser and to be entitled to the proceeds of the sale of the said Property in respect thereof

WHEREAS the said Y.A.C. Development Scheme has been approved and possession of the said Property has been taken by the Purchaser

WHEREAS the Property has been sub-divided into convenient Sectors and several buildings containing tenements of the Types 'A', 'B' and 'C' and shops are proposed to be constructed in each Sector hereinafter referred to as 'Y.A.C. Development Scheme', in accordance with the plans sanctioned and to be sanctioned by the Municipal Corporation for Greater Bombay and subject to the said Order dated 16th October 1979.

WHEREAS the Purchaser demanded from the Developers and the Developers have given inspection to the Purchaser of the documents of title relating to the said Property, the said Agreements, the said Order of the Additional Collector and Competent Authority Greater Bombay, the said Agreements Conveyances Powers of Attorneys and the plans, designs and specifications prepared by the Developers' Architects, and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963:

WHEREAS the Certificate of Title issued by the Advocates Messrs. N. P. Samant & Co., has been inspected by the Purchaser a copy of which Certificate has been annexed hereto and marked Annexure 'A'.

WHEREAS the Purchaser applied to the Developers for allotment to the Purchasers of one flat of type and declared that neither the Purchasers nor the members of the Purchaser's family own a tenement or a house or building in the limits of Greater Bombay and agreed that the Purchasers shall not resell or transfer the flat for a period of 5 years from the completion of the said flat;

AND WHEREAS relying upon the said application, declaration and agreements and the contents of the said application of the Purchaser the Developers agreed to sell to the Purchaser the said tenement at the price and on the terms and conditions hereinafter appearing;

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

The Developers shall under normal conditions construct Building No. of the Property under the Y.A.C. Development Scheme in accordance with the plans, designs, specifications and the said

Order seen and approved by the Municipal Commissioner and modifications as the Developers may consider necessary or as may be required by the Bombay Municipal Corporation or Additional Collector and Competent Authority in any of the above or authority, to be made by them or any of them for the benefit of the purchaser hereby given his consent.

2. The Purchaser hereby agrees to pay to the Developers the purchase price of the flat and the Developers hereby agree to sell to the Purchaser the flat

of the Type A sq ft on floor no. 10 in the Plot no. 10 hereunto annexed and marked Annexure 'A' Sheet No. 10 Building No. 10 (The Promisor) for the purpose of residence hereinafter referred to as "The Premises" and the Purchaser agrees to pay to the Developers the purchase price of the flat in instalments in the manner following

(i) Rs. 10000 Being 10 % on intimation of the Developers for sale or earnest money.

Rs. 10000 Being 10 % within seven days from the date of intimation about the completion of the plinth;

Rs. 10000 Being 10 % within seven days from the date of intimation about the completion of the First slab;

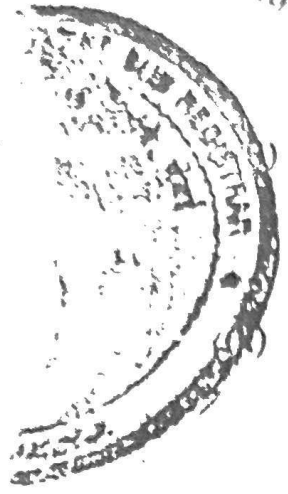
(iv) Rs. 10000 Being 10 % within seven days from the date of intimation about the completion of the Second slab;

(v) Rs. 10000 Being 10 % within seven days from the date of intimation about the completion of the third slab;

(vi) Rs. 10000 Being 10 % within seven days from the date of intimation about the completion of the Fourth Slab;

(vii) Rs. 10000 Being 10 % within seven days from the date of intimation about the completion of the Fifth slab;

(viii) Rs. 10000 Being 10 % within seven days from the date of intimation about the possession of the flat;



Handwritten notes and signatures in the right margin, including names like 'K. S. ...' and 'S. S. ...'.

Order seen and approved by the Purchaser with such variations and modifications as the Developers may consider necessary or desirable or may be required by the Bombay Municipal Corporation or the said Additional Collector and Competent Authority or any other Public Body or authority, to be made in them or any of them for which the Purchaser hereby gives his consent;

2. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser flat No. 203

sd/-Y.A.C  
sd/-P.1

of the Type A Plinth area admeasuring 436 sq. meters or sq. ft. on floor as shown in the floor plan thereof here-to annexed and marked Annexure 'B' Shop No. in Building No. A in Sector No.

sd/-Y.A.C  
sd/-P-23

hereinafter referred to as "The Premises") for the price of Rs. 39,240/- (Thirty nine thousand two hundred and forty) The Purchaser hereby agrees to pay to the Developers the purchase price of the said premises in the manner following:-

sd/-Y.A.  
sd/-P.K  
sd/-Y.A.C  
sd/-P.K  
sd/-Y.A.  
sd/-P.K

(i) Rs. Being % on execution of the Agreement for sale as earnest money;

Rs. Being % within seven days from the date of intimation about the completion of the plinth;

(ii) Rs. Being % within seven days from the date of intimation about the completion of the floor;

