

BOMBAY DATED 9th DAY OF Dec. 1965.

M/S. HIND RAJASTHAN CONSTRUCTION CO.

474, Kalbadevi Road, Opp. Round Bldg.

BOMBAY-2.

Telephone No. 29826

AND

Shri/Shrimati/Kumari

N. R. Bhat Director of

Electronic & Industrial Instrumentation

Address Co. Pvt. Ltd.

Plot No. 410 Bion West Bombay, 22.

Telephone 473854.

AGREEMENT

Flat No. 229 on 2nd Floor

Shop No. Garage No.

IN

HIND RAJASTHAN DEPARTMENTAL CENTRE

AT

Plot C. S. No. 95,
Dadar Main Road, Dadar (Central),
BOMBAY-14.

Sole Selling Agents:
M/s. N. VIRWANI
208, Commerce House,
Medows Street, Fort,
BOMBAY 1.
Phone: 256372

AGREEMENT PREPARED BY

Shri A. M. MADNANI

B.A. (Hons), B.Com., LL.B.,

Advocate High Court

B. J. Mistery Building, 1st Floor,

493 Kalbadevi Road,

BOMBAY 2.

20. The Party of the Second Part along with the rest of the acquirers of all the flats/shops/garages/offices in the said building will form and join a Co-operative Society a Limited Company or Incorporated Body. After completion of the building and on receipt by Party of the First Part of the full price of all the tenements which it shall have received and shall be entitled to receive as the case may be in terms of this agreement and similar agreement with the other flat/shop/garage/office holders, the Party of the First Part shall transfer and assign all his rights title and interest in the said plots described in the Schedules hereto under written and in the buildings to be constructed thereon to the said Company or Society as the case may be. The necessary documents of transfer of the said property shall be prepared by the Attorney or Advocate of the Party of First Part. All costs, charges and expenses in connection with the formation of Co-operative Society or Limited Company or Incorporated Body as well as the costs of preparing stamping and Registering the agreement, stamp duty on conveyance deed and all other documents to be executed by the Party of the First Part as well as the professional cost of the Party of the First Part in preparing or approving such documents shall be borne by all the flat/shop/garage/office owners in the said buildings and/or members of such Co-operative Society Limited Company or Incorporated Body as case may be. The Party of the Second Part shall at the time of occupation of the flat/shop/garage/office keep deposit of Rs. 300/- with the Party of First Part towards the above expenses including the share and entrance fee of Rs. 251/-.
21. The deposits & moneys paid by the Party of the Second Part to the Party of the First Part under Clauses Nos. 6, 12 and 20 of this agreement after deducting the costs, charges and expenses shall be transferred by the Party of the First Part only to a Co-operative Housing Society, Limited Company or Incorporated Body as hereinabove mentioned and such shall deposit bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.
22. That the security deposit is demanded by Water Department of Municipal Corporation before giving the water connection to the proposed building the Party of the Second Part shall contribute proportionately amounting to Rs. 900/- Party of the First part immediately after the notice served by the Party of the First Part to the Party of the Second Part calling upon him/her/them to contribute towards the Security Deposit as stated above.
23. That the Deed of Assignment and/or conveyance of the said plot and the building thereon and other documents shall be prepared by the Attorney and/or Advocate of the Party of the First Part.

deposit Rs 25/- as security for the due payment of the said outgoings, with the party of the First Part. The said deposit shall be transferred by the Party of the First Part only to a Co-operative Society, Limited Company or Incorporated Body to be formed as herein mentioned. From the said deposit, the Party of the First Part shall be entitled to deduct the amount if any, for the time being due by the Party of the Second Part to the said Co-operative Society, Limited Company or Incorporated Body as aforesaid.

7. The possession of the said premises shall be delivered to the Party of the Second Part when the building is ready for use and occupation along with water and electric connection and sanitary fittings etc. provided the all amounts due under this agreement are paid by the Party of the Second Part to the Party of the First part and all necessary papers for possession are signed by the Party of the Second part. The party of the First Second part shall have no claim whatsoever against the party of the First Part as to any item of work or construction or otherwise in respect of the said premises and claim if any shall be deemed to have been waived after the possession of the premises has been handed over to the Second Party by the First Party.

8. The Party of the Second Part shall maintain his/her/their said premises to be acquired by him/her/them in the same condition and order in which it is delivered to him/her/them at his/her/their own costs.

9. The Party of the Second Part shall not let, sub-let, transfer, assign or part with possession of the said premises till he/she/they has/have paid all the amounts due and payable by him/her/them to the Party of the First Part has given one week's notice in writing to the Party of the First Part expressing his/her/their intention to do so.

10. No such transfer or assignment as is mentioned in the preceding clause hereto shall be made by the Party of the Second Part unless it is of the entire premises as a whole.

11. The party of the Second part shall use the premises for residential/business purpose only

12. That the deposits given by the party of the second part to the party of the first part shall be fixed security deposits. The party of the second part undertakes to pay regularly the sum of Rs. P. M. as determined by the party of the first part for the Municipal taxes, Water charges and other common expenses Viz. common lights, chowkidar, sweeper etc. in respect of the said premises to the party of the first part.

WHEREAS the party of the first part has put up/ is constructing a building known as "HIND RAJASTHAN DEPARTMENTAL CENTRE" on the said piece or parcel of Plot hereto mentioned.

WHEREAS the party hereto the Second part has taken inspection of the said agreement for sale dated 7-12-1962 in favour of the first party and is fully conversant with the terms and conditions contained therein.

Where as the Party of the first Part is entering into separate agreements with several other persons and parties in respect of the flats/shops/offices and/or garages in the said building.

AND WHEREAS the Party of the second Part has agreed to acquire ~~flat/shop/garage/office~~ No. *2029* on the *2nd* floor of the said building known as "HIND RAJASTHAN DEPARTMENTAL CENTRE" to be constructed on the aforesaid Plot of land herein after referred to as the said ~~flat/shop/garage/office~~ upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. The Party of the first Part is constructing a building as per plan approved by the Municipal Corporation design and specification seen and approved by the Party of the Second part with such variations and modifications as the Party of the First Part may consider necessary and desirable hereafter. The said building shall be constructed on the piece or parcel of land described in the Schedule hereunder written and shall consist of ground and Five upper floor.

2. The Party of the First Part hereby undertakes to make the said Plot of land as free hold free from all incumbrances and charges before the possession the said ~~flat/shop/office/garage~~ is given to the Party of the Second Part.

3. The Party of the Second Part doth hereby agree, to acquire the said premises namely ~~flat/shop/garage/office~~ No. *2029* on the *2nd* floor of the said building known as HIND RAJASTHAN DEPARTMENTAL CENTRE as shown on the Plan seen and approved by the Party of the Second Part for the total sum of Rs. *7000/-* only. (Rupees *Seven thousand only*) in consideration of which the Party of the Second Part will also have undivided impartible share in the said piece or parcel of land described in the Schedule hereunder written which shall bear the same proportion as the amount paid by the Party of the Second

Area 166 Sq. Ft.
2029

2029