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AGREEMENT

This Agreement made and entered at Bombay this...^{9th}...
day of...~~December~~^{five}...196~~5~~⁶ in the Christian Year One Thousand Nine
hundred and Sixty ~~three~~^{five} BETWEEN MESSRS HIND RAJASTHAN
CONSTRUCTION COMPANY, a firm consisting of Three Partners: (1)
SHRI HARIRAM KESHAVDAS ROHIRA, (2) SHRI GHAMANDIRAM
KEVALJI GOVANI and (3) SHRI PUNAMCHAND MULUKCHAND
SHAH all inhabitants of Bombay, carrying on business in Partnerseip
in Bombay in the name and style of "HIND RAJASTHAN CONSTRUC-
TION CO.," situated at 474, Kalbadevi Road, Bombay 2. hereinafter
called the Party of the first Part (which expression shall mean
and include the partners for the time being and the Survivors or
Survivor of them, the heirs, executors, and administrators of said
Survivors their/his or her assigns of one part AND SHRI/SHRIMATHI/
KUMARI V. R. Bhat Director of Electronic & Industrial Instruments Co. Pvt. Ltd.
of Bombay inhabitant hereinafter called the Party of the Second Part
(which expression shall unless it be repugnant to the context or
meaning thereof mean and include his/her/their heirs, executors
administrators and assigns) of the other Part.

WHEREAS the Party of the first Part has agreed to purchase
the piece or parcel of land or ground hereditaments and premises and
inheritance thereof in fee simple (free hold) on the basis of deferred
payment in possession free from all incumbrances finally being Plot
bearing C.S. No. 95 admeasuring about 2962.62sq. yards situated at Dada
Saheb Phalke Road, (Dadar Main Road) Dadar Central more particularly
described in the Shedule hereunder written from (1) Shri Rai Saheb
Rupchand Seomal, (2) Shri Bassumal Madhumal, (3) Shri Vishindas
Ramchand, (4) Shri Radhomal Ramchand and (5) Shri Pribhdas
Rijhumal of Bombay vide an agreement for sale dated 7-12-1962,

Part bears to the total amount received by the party of the First Part for price of all the flats/shops/garrages/offices.

4. The Party of the Second Part agreed to discharge the aforesaid consideration for the acquisition of the said premises as under.
- (a) by payment of Rs. 1000/- *by cheque No. 600 156 on Canara bank Ltd. dt. 9/12* being ~~30%~~ of the purchase price as earnest money on the execution of this agreement. *uxd*
- (b) the balance of the purchase price in the manner indicated below within 7 days of the Party of the Second Part receiving a notice from the first party calling upon him/her/them to make payment as under. *Balance Rs. 6000/- is to be paid within 15 days from the date hereof.*
- ~~10%~~ when the 1st slab is completed *uxd*
 - ~~10%~~ when the 2nd slab is completed
 - ~~10%~~ when the 3rd slab is completed
 - ~~10%~~ when the 4th slab is completed
 - ~~10%~~ when the 5th slab is completed
 - ~~10%~~ when the 6th slab is completed
 - ~~10%~~ when the premises is ready for occupation
5. The Party of Second Part doth hereby covenant with the Party of the First Part to pay the above instalment on the due dates time being the essence of the contract. On failure of payment of any instalment as above said or on any breach being committed of the terms and conditions herein contained or for non-observance thereof by the Party of the Second Part, the Party of First Part shall have the option to terminate this agreement, in which event the earnest money and all the amounts paid by the Party of the Second part shall stand forfeited and the Party of the Second Part shall have no claim against the Party of the First Part and the party of the First Part shall be entitled to resell the said flat/shop/garage/office.
6. The Party of the Second Part agrees and binds himself/hereself/themselves to pay at time of the completion of tenaments of the said building fit for occupation and use by him/her/them to the Party of the First Part his/her/their proportionate share as determined by the Party of First Part of the out going in respect of the said property Viz: water charges, Municipal taxes, rent, insurance, common lights, chowkidar, sweeper, sanitation and other necessary expenses incidental to the management and maintenance of the said property. The party of the Second Part shall indemnify and keep indemnified the party of the First Part and shall before taking the possession of the said premises keep a fixed deposit.

13. The Party of the First Part shall be entitled to lien and charge on the said premises acquired by the Party of the Second Part in respect of any amount due and payable by the Party of the Second Part under this agreement. Till all the amounts due and payable under this agreement are paid by the Party of the Second Part, he/she/they shall be a mere licensee in respect of the said premises.
14. The Party of the Second Part shall not be entitled to claim partition of his/her/their share in the said property and/or the said building thereon and the same shall always remain undivided and impartible.
15. The Party of the First Part hereby covenants with the Party of the Second Part that subject to the Party of the Second Part paying the dues under this agreement and on this part of the Party of the Second Part to be observed, performed and carried out, the Party of the Second part shall peaceably hold and enjoy the said premises without any interruption by the Party of the First Part or any person lawfully claiming by, through, under or in trust for them.
16. If the Party of the First Part is not able to give possession of the said premises to the Party of the Second Part owing to unavoidable circumstances the Party of the Second Part shall not be entitled to any damages but he/she/they shall be entitled to receive back the money paid by him/her/ them to the Party of the first Part towards the price of the said premises without interest.
17. The Party of the Second Part shall take the necessary shares in the Co-operative Society, Limited Company or Incorporated Body to be formed as aforesaid and this agreement shall be treated as an irrevocable application and consent to become a member of a Limited Company or a Co-operative Society or Incorporated Body as aforesaid by the Party of the Second Part for allotment of shares of the said Society, Limited Company or Incorporated Body to him/her/them.
18. All notices to be served as per terms of this Agreement on the party of Second part shall be deemed to have been duly served if they are sent to the party of the Second Part by Regd. Post at his/her/their following address.
19. It is expressly agreed and consented by the Second party that under no circumstances whatsoever possession of the flat/shop/garrage/office to be acquired by the party of the Second part shall be given to the Party of the Second Part unless and until the Party of the Second Part has made all payments to be made by him/her/them under this Agreement.

24. On the execution of this agreement the Party of the Second Part shall pay to ~~M/s N. Virwani 208, Commerce House Fort, Bombay-1~~ who has brought this transaction brokerage at the rate of Rs. 2/- percent on the purchase price herein mentioned in respect of the said premises.

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

THE SCHEDULE ABOVE REFERRED TO :

ALL that piece or parcel of land or ground of the Foras Freehold tenure containing by admeasurement 2962.62 square yards or thereabouts and registered by the collector of Land Revenue Under Old Nos. 472 and 477 New Nos. 12479 and 12333, New Survey No. 1/2008 and Cadastral survey No. 95 of Dadar Naigaum Division together with the shops standing thereon and assessed by the Assessor and Collector to Municipal Rates and Taxes under 157 Ward Nos. 535 (1) (1A) (1B) 535 (2) 535 (3) 535 (4) and 535 (5) street Nos. 62, 62B, 64A, 64B, 64C, 66, 66B, 68, 68A Dadar Road and which said piece or parcel of land or ground is bounded as follows :- that is to say on or towards the East by Dadasaheb Phalke Road formerly known as Dadar Main Road, on or towards the West by the lands of the Central Railway, on or towards the North by the property of P. H. Daruwalla and on or towards the South by the property of Khattru Abdul Rehman Ahmed.

SIGNED SEALED AND DELIVERED
by the within named Hind Rajasthan
Construction Co. Party of the First
Part in the Presence

For Hind Rajasthan Construction Co.

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PARTNER

SIGNED SEALED AND DELIVERED
by the within named Shri/Smt./Kumari
Party of the Second Part in the
presence of

Abdman