



658
 Bombay

29 JAN 1982

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 Stamped Paper of Rs.

H. J. Chandgothia

B.67

29/1/82

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Articles of Agreement made at Bombay this day of the 29th January, 1982 between SHRI HARISHCHANDRA JAIDAYAL CHANDGOTHIA, residing at Shriram Jairam Bunglow, 94, S. V. Road, Kandivli (West), Bombay 400 067, (hereinafter called 'the owner' (which expression shall unless repugnate to the context or meaning thereof be deemed to mean and include the survivor or survivors of his heirs, executors, administrators and assigns) of the one part AND M/S. THE INDIA UNITED MANUFACTURING COMPANY a partnership firm having it', Registered office at 94, S. V. Road, Kandivali (West) Bombay 400,067, hereinafter called 'the tenant' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their Partner for the time being and their heirs, executors, administrators and assigns) of the Other Part. AND WHEREAS by an agreement dated 25th January, 1980 and the supplementary agreement by letter dated 18th January, 1982, the owner has agreed and allowed M/s. SHRIRAM BUILDERS to develop certain portion of properties mentioned and described in the said agreement. As per the said agreement the developers have agreed to carry out certain repairs and alteration in the Bunglow which is

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occupied by the owner and the tenants. The tenant herein is also one of the tenants occupying app. 234 Sq.mt. of the area on ground floor in the front portion of the Bungalow as a tenant on a monthly rent of Rs. 300/-. AND WHEREAS after the execution of the said agreement the tenants have approached the owner and have requested him to construct a new building by demolishing the existing bungalow wherein the existing tenants are to be provided an alternate accommodation on an ownership basis of app. 250 Sq.mt. of area in basement and ground floor alongwith a garage in the new building to be constructed. AND WHEREAS the owner has agreed to the construct a new building by demolishing the existing ~~the-exis~~ bungalow. AND WHEREAS in lieu of surrendering the tenancy rights of app. 234 Sq.mt. of the area situated on ground floor in the front portion of the bungalow and also on payment of Rs. 8,00,000/- (Rs. Eight lakhs only) the said owner herein has agreed to give to the said tenant herein the tenement of app. 250 Sq.mt. on ground floor basement & alongwith garage of the new building to be constructed on ownership basis. AND WHEREAS the tenant herein has agreed to the aforesaid proposal and arrangement agreed with the owner and has

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agreed to surrender his tenancy rights of 234 Sq.mt. tenement occupied by him in the bungalow. AND WHEREAS the said tenants have also agreed to pay a sum of Rs. 8,00,000 (Rs. Eight Lakhs only) to the said owner in the manner and as per the terms to be agreed between the parties hereto.

AND WHEREAS the tenant hereby agrees and declares that on getting the possession of the alternative area situated on basement & ground floor admeasuring of app. 250 Sq.mt. in the new building to be constructed, he shall have no right and interest entitled in the tenements at present occupied by him in the existing bungalow. And also the tenant hereby agrees and declares that his tenancy right is surrendered in favour of the owner.

AND WHEREAS it has also been agreed by and between the parties hereto that on getting the possession the tenant herein shall be admitted as a member of the Co-operative Society or a Limited Company or Association of persons, if any, to be formed on the completion of the building to be constructed on the existing property, and the said tenant shall have to abide by the terms and conditions and rules and regulations of the said society, Limited Company or Association of persons, if any, and shall have to pay for and subscribe to the shares of the society, or Limited Company as the case may be.

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

SIGNED, SEALED AND DELIVERED by)
the withinnamed SHRI HARISHCHANDRA)
JAIDAYAL CHANDGOPIA, the owner, in)
the presence of

H. C. Chandgothia

.....)
SIGNED, SEALED AND DELIVERED by)
the withinnamed M/S. THE INDIA)
UNITED MANUFACTURING COMPANY,)
the tenant, in the presence of)
.....

For: M/S. THE INDIA UNITED MANUFACTURING COMPANY.

श्रीमती देवीजी चंद्रगोपिया

H. C. Chandgothia

H. S. Chandgothia

B. C. Chandgothia