

Agreement For Sale

THIS AGREEMENT made at Bombay this 14th day of June 82
In the Christian year One Thousand Nine Hundred and Seventy Nine
BETWEEN MESSRS HIND MAHARASHTRA CONSTRUCTION COMPANY
a partnership firm registered under the Indian Partnership Act, 1932, and
carrying on business as Builders and Building Contractors, having their
office at 222A, Commerce House, 140, Nagindas Master Road (Meadows
Street), Fort, Bombay-400 023, hereinafter called "the Vendors" (which
expression shall unless repugnant to the context or meaning thereof be
deemed to include the partner or partners for the time being constituting the
said firm and the survivor or survivors of them and the heirs, executors and
administrators of such survivor or survivors, their, his/her assigns) of the
One Part AND SHRI/SMT. NITINKUMAR SOMCHAND
JIWANI of Bombay, Indian
Inhabitant/s, residing at/or having their office at 37/2nd CARPENTER
STREET. BOMBAY - 400004
.....
..... Bombay, hereinafter called "the
Purchaser/s," (which expression shall unless repugnant to the context or
meaning thereof be deemed to include his/her/their heirs, executors, administ-
rators and assigns or survivor or survivors or successors and assigns) of the
Other Part.

WHEREAS the Vendors are seized and possessed of or otherwise
well and sufficiently entitled to ALL THAT piece or parcel of Government
leasehold and or ground, hereditaments and premises admeasuring 1770.45

[Handwritten signature]

K. M. S.

Square Metres or thereabouts (that is 2117.44 Square Yards or thereabouts) situate at the Junction of Motisha Cross Lane (Love Lane Cross Lane) and Motisha Lane and Opposite Jain Temple, Byculla, Bombay - 400 027, bearing Cadastral Survey No. 386 of Mazgaon Division and comprised in and demised by the Indenture of Lease dated the 6th day of August, 1909 (registered with the Sub-Registrar of Assurances at Bombay under Registered No. 3294A at Page 11 to 24, Volume 1738 of Book No. 1 on the 26th day of November, 1909) made between the Secretary for State of India in Council of the one part and Bai Manekbai widow and Administratrix of late Rustomji Jamshedji Pesikaka of the other part (hereinafter for brevity's sake referred to as "the said Indenture of Lease") and more particularly described in the First Schedule hereunder written (hereinafter for brevity's sake referred to as "the said premises.")

AND WHEREAS the Vendors are desirous of constructing a building consisting of a ground and 6 or 7th upper floors with flats/shops/Basement/garages and/or car parking spaces in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Greater Bombay and other concerned authorities on the said premises.

AND WHEREAS the Vendors are desirous of selling and/or disposing of the flats/shops/besements and/or garages and car parking spaces of what is known as "on ownership basis" and for the purposes aforesaid the Vendors are entering into several Agreements with several other persons and/or concerns for sale of such flats/shops/besements/garages and/or car parking spaces similar in all respects to this Agreement but subject to such modifications and amendments therein as may be necessary or required.

AND WHEREAS the Purchaser/s has/have agreed to purchase Flat No. 103 on the 2nd floor of the said building known as "SIDHACHAL DARSHAN" (hereinafter for brevity's sake referred to as "the said Building") with full notice and knowledge of the terms and conditions contained in the said Indenture of Lease dated the 6th day of August, 1909 and also subject to terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser/s has/have taken full inspection of a true copy of the said Indenture of Lease and has/have agreed to purchase the said flats/shops/besement and the said garage and/or car parking space with full notice and knowledge of the several terms, conditions and covenants therein contained.

[Handwritten signature]
K. M. S

AND WHEREAS the Vendors have furnished to the Purchaser/s such of the documents mentioned in Rule 4 of the Maharashtra Ownership Rules, 1964, as are demanded by the Purchaser/s.

NOW THIS AGREEMENT WITNESSETH THAT AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. THE VENDORS as such Builders and Building Contractors are constructing the said building to be called and known as 'SIDHACHAL DARSHAN' on the said premises in accordance with the plans and specifications which have been kept by them at their office at 222A, Commerce House, 140, Nagindas Master Road (Meadows Street), Fort, Bombay-400 023, and at the building site for inspection and which the Purchaser/s has/have approved of and the Purchaser/s agree/s that the Vendors may make such variations, modifications, additions and alterations therein or thereto as may be required to be done by the Government, Municipal Corporation of Greater Bombay or any other local authority and as may be required in law or by the Vendors to be done on account of the construction of the additional floors over the said building and another Building or buildings or structure or structures or for any other purpose whatsoever.

2. THE VENDORS shall have the right to make changes, alterations, amendments and additions in the said plans and in the building or structure from time to time without the permission or consent of the Purchaser/s and the Purchaser/s along with other Purchasers of flats, shops, Basement garages and/or car parking spaces shall have no objection of any kind or nature to the same.

3. THE PURCHASER/S has/have, prior to the execution of this Agreement, satisfied with the title of the Vendors to the said premises and he/she/they/it shall not be entitled to investigate the title of the Vendors thereto and no requisition or objection whatsoever shall be raised or made on any matter relating thereto. A copy of the Certificate of Title issued by Messrs. Gagrat & Co., Attorneys-at-Law, High Court, Bombay, is hereto annexed and marked 'A'.

4. THE PURCHASER/S hereby agrees/d to acquire Flat/shop No. 103 (on built up area) on the 2nd floor of the said building

K. M. S.

K. M. S.

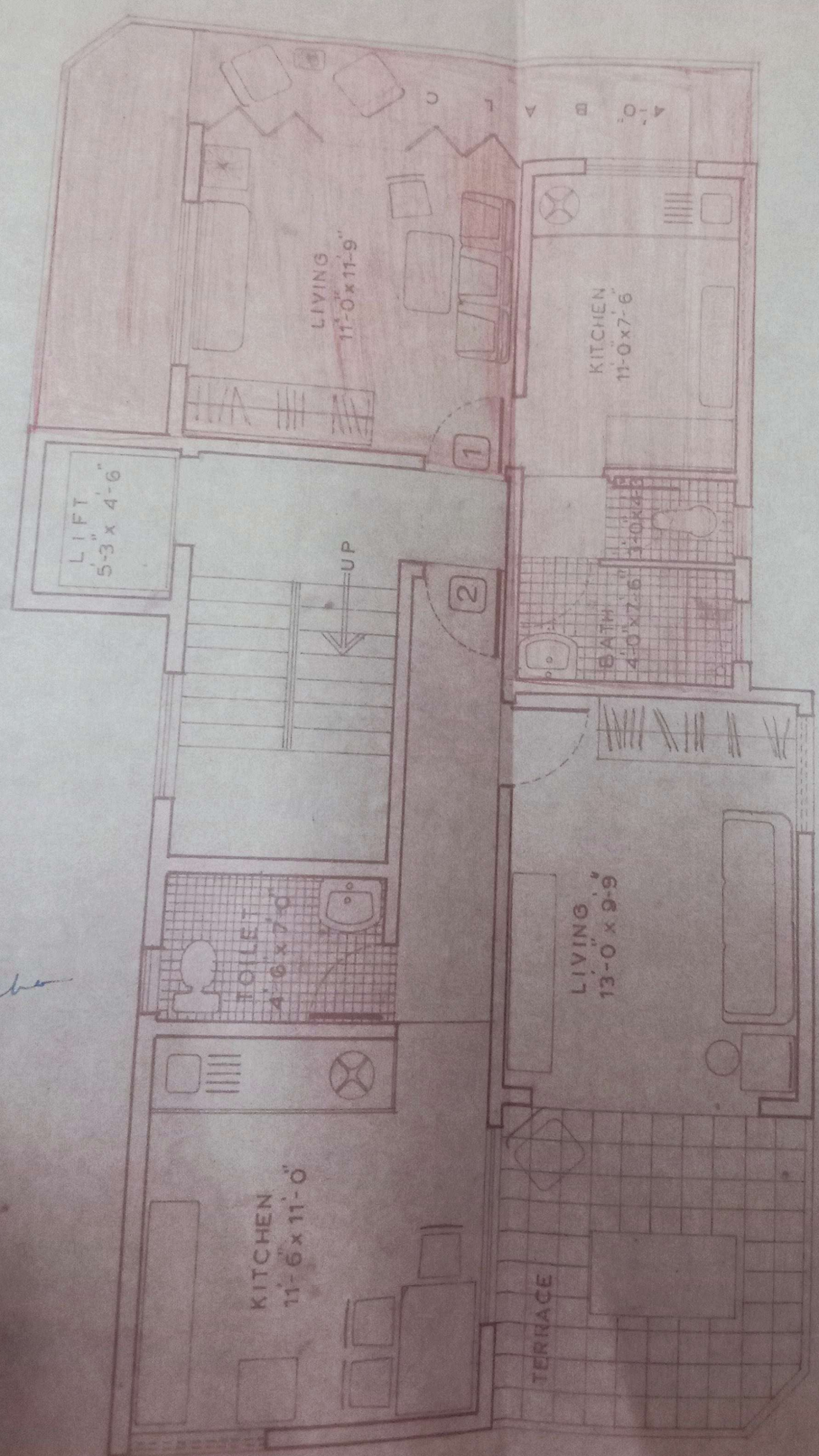
and a Garage No...../a car-parking space No.....as per the plans and specifications seen and approved by him/her/ 'B' (Colly) them/it, copies whereof are hereto annexed and marked "B" (Collectively) at or for the price of Rs. 1,21,500/- (Rupees One Lac twenty one thousand five hundred only) only, which shall be paid in the following manner :-

(a) Rs. 5000/- (Rupees Five thousand only) only, on the execution of this Agreement as earnest money.

(b) The balance of the said consideration or purchase price in the manner mentioned below within seven days (time being the essence of the stipulation) on the Purchaser/receiving notice in writing from the Vendors asking him/her/them to make payment of the said moneys :-

- (i) Rs. 25000/- at the time of the completion of the Plinth.
- (ii) Rs. 25,000/- at the time of the completion of the First R.C.C. Slab.
- (iii) Rs. 25,000/- at the time of the completion of the second R.C.C. Slab.
- (iv) Rs. 25,000/- at the time of the completion of the Third R.C.C. Slab.
- (v) Rs. 10,000/- at the time of the completion of the Fourth R.C.C. Slab.
- (vi) Rs. — /- at the time of the completion of the Fifth R.C.C. Slab.
- (vii) Rs. — /- at time of the completion of the Sixth R.C.C. Slab.
- (viii) Rs. 6,500/- on receipt of the Vendors' letter offering possession of the said Flat and/or the garage and car parking space. It is agreed that at the time of making the final payments of the said Flat / shop/

PROPOSED SIDHACHAL BLD 'B'
ON PLOT NO 386 MOTISHAH LANE
BYCULLA



P. Hanu
K. M. Sarda

Agreement For Sale

THIS AGREEMENT made at Bombay this 14th day of JUNE '82
In the Christian year One Thousand Nine Hundred and Seventy Nine
BETWEEN MESSRS HIND MAHARASHTRA CONSTRUCTION COMPANY
a partnership firm registered under the Indian Partnership Act, 1932, and
carrying on business as Builders and Building Contractors, having their
office at 222A, Commerce House, 140, Nagindas Master Road (Meadows
Street), Fort, Bombay-400 023, hereinafter called "the Vendors" (which
expression shall unless repugnant to the context or meaning thereof be
deemed to include the partner or partners for the time being constituting the
said firm and the survivor or survivors of them and the heirs, executors and
administrators of such survivor or survivors, their, his/her assigns) of the
One Part AND SHRI/SMT. KALAVATI KISHOREKUMAR
JIWANI of Bombay, Indian
Inhabitant/s, residing at/or having their office at 71-A, SANT
SAVTA MARG, BOMBAY-400010.
.....
..... Bombay, hereinafter called "the
Purchaser/s," (which expression shall unless repugnant to the context or
meaning thereof be deemed to include his/her/their heirs, executors, administ-
rators and assigns or survivor or survivors or successors and assigns) of the
Other Part.

WHEREAS the Vendors are seized and possessed of or otherwise
well and sufficiently entitled to ALL THAT piece or parcel of Government
leasehold and or ground, hereditaments and premises admeasuring 1770.45

K.K.J.

K. M. A. →

Square Metres or thereabouts (that is 2117.44 Square Yards or thereabouts) situate at the Junction of Motisha Cross Lane (Love Lane Cross Lane) and Motisha Lane and Opposite Jain Temple, Byculla, Bombay - 400 027, bearing Cadastral Survey No. 386 of Mazgaon Division and comprised in and demised by the Indenture of Lease dated the 6th day of August, 1909 (registered with the Sub-Registrar of Assurances at Bombay under Registered No. 3294A at Page 11 to 24, Volume 1738 of Book No. 1 on the 26th day of November, 1909) made between the Secretary for State of India in Council of the one part and Bai Manekbai widow and Administratrix of late Rustomji Jamshedji Pesikaka of the other part (hereinafter for brevity's sake referred to as "the said Indenture of Lease") and more particularly described in the First Schedule hereunder written (hereinafter for brevity's sake referred to as "the said premises.")

AND WHEREAS the Vendors are desirous of constructing a building consisting of a ground and 6 or 7th upper floors with flats/shops/Basement/garages and/or car parking spaces in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Greater Bombay and other concerned authorities on the said premises.

AND WHEREAS the Vendors are desirous of selling and/or disposing of the flats/shops/besements and/or garages and car parking spaces of what is known as "on ownership basis" and for the purposes aforesaid the Vendors are entering into several Agreements with several other persons and/or concerns for sale of such flats/shops/besements/garages and/or car parking spaces similar in all respects to this Agreement but subject to such modifications and amendments therein as may be necessary or required.

AND WHEREAS the Purchaser/s has/have agreed to purchase Flat No. 104 on the 2nd floor of the said building known as "SIDHACHAL DARSHAN" (hereinafter for brevity's sake referred to as "the said Building") with full notice and knowledge of the terms and conditions contained in the said Indenture of Lease dated the 6th day of August, 1909 and also subject to terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser/s has/have taken full inspection of a true copy of the said Indenture of Lease and has/have agreed to purchase the said flats/shops/besement and the said garage and/or car parking space with full notice and knowledge of the several terms, conditions and covenants therein contained.

K. K. J.

K. S. J.

AND WHEREAS the Vendors have furnished to the Purchaser/s such of the documents mentioned in Rule 4 of the Maharashtra Ownership Rules, 1964, as are demanded by the Purchaser/s.

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2. THE VENDORS shall have the right to make changes, alterations, amendments and additions in the said plans and in the building or structure from time to time without the permission or consent of the Purchaser/s and the Purchaser/s along with other Purchasers of flats, shops, Basement garages and/or car parking spaces shall have no objection of any kind or nature to the same.

3. THE PURCHASER/S has/have, prior to the execution of this Agreement, satisfied with the title of the Vendors to the said premises and he/she/they/it shall not be entitled to investigate the title of the Vendors thereto and no requisition or objection whatsoever shall be raised or made on any matter relating thereto. A copy of the Certificate of Title issued by Messrs. Gagrat & Co., Attorneys-at-Law, High Court, Bombay, is hereto annexed and marked "A".

4. THE PURCHASER/S hereby agrees/d to acquire Flat/shop No.....104 (on built up area) on the.....2nd floor of the said building

and a Garage No...../a car-parking space No..... as per the plans and specifications seen and approved by him/her/ 'B' (Colly) them/it, copies whereof are hereto annexed and marked "B" (Collectively) at or for the price of Rs. 1,14,750/- (Rupees One Lac Fourteen thousand Seven hundred fifty only) only, which shall be paid in the following manner :-

(a) Rs. 5000/- (Rupees Five thousand only) only, on the execution of this Agreement as earnest money.

(b) The balance of the said consideration or purchase price in the manner mentioned below within seven days (time being the essence of the stipulation) on the Purchaser/receiving notice in writing from the Vendors asking him/her/them to make payment of the said moneys :-

(i) Rs. 25000/- at the time of the completion of the Plinth.

(ii) Rs. 25000/- at the time of the completion of the First R.C.C. Slab.

(iii) Rs. 25,000/- at the time of the completion of the second R.C.C. Slab.

(iv) Rs. 20,000/- at the time of the completion of the Third R.C.C. Slab.

(v) Rs. 10,000/- at the time of the completion of the Fourth R.C.C. Slab.

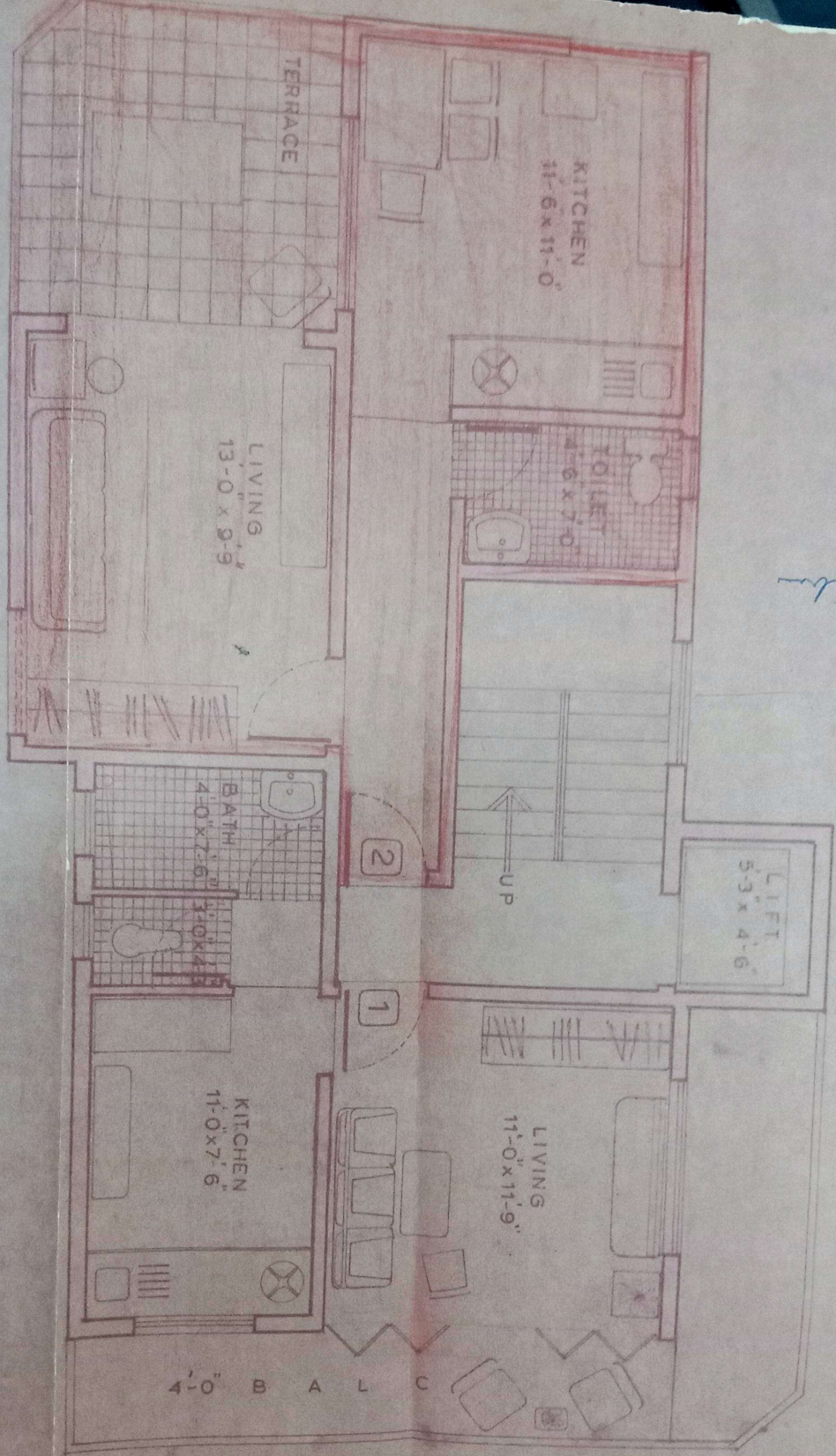
(vi) Rs. — /- at the time of the completion of the Fifth R.C.C. Slab.

(vii) Rs. — /- at time of the completion of the Sixth R.C.C. Slab.

(viii) Rs. 4,750/- on receipt of the Vendors' letter offering possession of the said Flat and/or the garage and car parking space. It is agreed that at the time of making the final payments of the said Flat / shop/

K.K.J.

K.M.J.



K. N. S. S.

K. N. S. S.

PROPOSED SIDHACHAL BLD
 ON PLOT NO 386 MOTISHANWAN
 BYCULLA

