

Shop no-8

AGREEMENT FOR SALE



SHETRUNJAY

at

PANGHATIRTH

Y. R. Tawde Marg,
Dahisar (West), Bombay-400 068.



AVICHAL BUILDERS PVT. LTD.
215/17, Kalbadevi Road, 109/110, Abhinandan,
BOMBAY-400 002.



THIS AGREEMENT made at Bombay this 8th day of August 1987
One thousand nine hundred & eighty Eight in the Christian Year BETWEEN
AVICHAL BUILDERS PRIVATE LIMITED a Company registered under the
Companies Act, 1956 and having its office at 109/110 Abhinandan Market,
1st floor, 215/17, Kalbadevi Road, Bombay-400 002 hereinafter called "the
Builders" (which expression shall unless it be repugnant to the context or mean-
ing thereof be deemed to mean and include its successors and assigns) of the
One Part and MR./MRS./MESSRS. Smt. Parvatiben Ladi Soni. and
Shri Ladi Veldi Soni.

at present residing at Nav Roshans Co. Op. Hsg. Soc. Ltd.
E/116, Pokdia Lane, Borivli (West)
BOMBAY - 400072.

hereinafter called "the Buyer/s" (which expression shall unless it be repugnant
to the context or meaning thereof be deemed to mean include his/her/their
heirs executors and permitted assigns) of the Other Part:

WHEREAS:-

- (a) By an Agreement for Sale dated the 14th day of August, 1974 and
made between Nirbhay kumari J. Hathi therein called the Vendor of
the One Part and (1) Smt. Kantidevi Nanakchand Agarwal
(2) Kirtikumar Nanakchand Agarwal (3) Kuberchand Nanakchand
Agarwal, (4) Dineshkumar Nanakchand Agarwal and (5) Ashokkumar
Nanakchand Agarwal therein called the Purchasers and hereinafter
called the Owners of the Other Part the said Smt. Nirbhay Kumari J.
Hathi agreed to sell to the Owners herein all those various pieces or
parcels of land more particularly described in the Schedule thereunder

written which is more or less the same as in the First Schedule hereunder written (save and except Plots Nos. 1, 2, 3 and 4 of the old Scheme).

- (b) Pursuant to the said Agreement for Sale the said Smt. Nirbhay Kumari J. Hathi put the Owners in possession of the said property more particularly described in the First Schedule hereunder written (save and except the said Plots Nos. 1, 2, 3 and 4 of the said old Scheme).
- (c) The Owners herein submitted a revised lay out Scheme thereby subdividing the said property more particularly described in the First Schedule hereunder written into five sub-plots A, B, C, D & E and got the same sanctioned by the Municipal Corporation of Greater Bombay under No. CE/258/LQ-R of 1974 on the 24th day of September, 1974.
- (d) By an Indenture of Conveyance dated the 31st day of October, 1974 and made between the said Smt. Nirbhay Kumari J. Hathi therein called the Vendor of the One Part and the Owners herein therein called the Purchasers of the Other Part and lodged for registration at Bombay under Serial No. S-3919 of 1974 the said Smt. Nirbhay Kumari J. Hathi did thereby grant sell convey transfer and release all that sub-divided Plot No. B bearing Survey No. 270 Hissa No. 1A (Part) admeasuring 1978.96 square metres (now as per C.T.S. admeasuring 1968.2 square metres).
- (e) The said sub-divided Plot No. B bears C.T.S. No. 829 A admeasures 1968.1 square metres and is more particularly described in the Second Schedule hereunder written.

(f) By an Agreement for Sale dated 19th April, 1979 and made between the Owners of the One Part and the Builders herein of the Other Part the said Owners for the consideration therein expressed agreed to sell the said sub-divided Plot B more particularly described in the Second Schedule hereunder written to the Builders and pursuant to the said Agreement put the Builders in possession thereof.

(g) By an Order dated the 8th day of August 1984 bearing No. C/ULC/SEC-21/SR-I-236 the Commissioner Konkan Division & Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 sanctioned a Scheme under Section 21(1) of the said Urban Land (Ceiling and Regulation) Act, 1976 and/or to the Owners herein to develop the said sub-divided Plot A and Plot B subject to the terms and conditions therein set out.

(h) The Builders submitted to the Municipal Corporation of Greater Bombay and got approved the building plans for construction of buildings on the said sub-divided Plot B under No. EB|CE|6335|BS|WS/AR dated 8th April 1985, and (2) EB|CE|1642|BS|WS|AR dated 8th April 1985 and obtained Commencement Certificate in respect thereof on 2nd May, 1985 under the same number.

(i) Pursuant to the said Commencement Certificate granted by the Municipal Corporation of Greater Bombay ~~the Builders~~ have commenced the construction of the buildings on the said sub-divided Plot No. B the buildings to be known as (1) "SHETRUNJAY" consisting of 23 residential flats, 6 shops, — Garages and — Parking space to residential flats,

(B) Utilization Certificate

(2) "RISHABHA" Consisting of — residential flats — shops, — Garages and — Parking Space.

(j) The Builders have handed over to the Buyer/s herein true copies of the said Indenture of Conveyance as also the true copy of the plans approved by the Municipal Corporation of Greater Bombay and other documents and papers as are required to be furnished by the Builders to the Buyer/s under the Maharashtra Ownership Flats Act. The Buyer/s has/have accepted the receipt of the said documents.

(k) The Certificate of Title issued by M/s. Mahesh Jani & Co., Solicitors and Advocates for the Owners and for the Buyer/s a copy whereof is hereto annexed and marked "A".

(l) This Agreement is for sale of flat/shop/garage/parking space mentioned herein has been entered into subject to the terms and conditions of the herein above recited documents and the terms and conditions imposed or as may be imposed by the Municipal Corporation of Greater Bombay and/or other authorities and also subject to the variations and/or modifications of amendments as may be agreed upon between the Owners, the Builders, the Municipal Corporation of Greater Bombay and/or Urban Land Ceiling Authorities and this Agreement is also subject to the terms, conditions and impositions under the said Scheme sanctioned by the Urban Land Ceiling Authorities as above recited.

(m) The Buyer/s has/have seen and approved the said Plot of land and has/have inspected the building under construction and Buyer/s has/have seen and read over the aforementioned documents papers orders and terms and conditions thereof and after satisfying himself/herself/themselves about the said documents and also title to the said land and the building under construction thereon and after so approving, verifying inspected and satisfied himself/herself/themselves about all the aforementioned the Buyer/s has/have agreed to acquire flat No. — /Shop No. 6 /Garage No. — /on the ground floor of the building being constructed by the Builders to be known as "SHETRUNJAY"/"RISHABH" at or for the said sum price and on the terms and conditions as hereinafter provided.

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

1. The Builders shall construct the said proposed building on the said plot of land consisting of the flats and shops in accordance with the plans, designs and specifications seen and approved by the Buyer/s with such variations and modifications as the Builders deem necessary and proper and or as per the directions of the Bombay Municipal Corporation, from time to time. The Buyer/s, hereby agree/s to such variations and modifications.
2. The Buyer/s declare that the Buyer/s has/have inspected and investigated the title to the said property and has/have satisfied himself/herself/themselves about the title to the said property and he/she/they shall not be entitled to further investigate the title of the Builder or the builders, vendors and/or the persons named in the recitals hereinabove and no requisition or objection shall be raised by the Buyer/s on any matter relating to the time or otherwise howsoever.

The Buyer/s hereby agree/s to have and acquire the said ~~flat~~ ^{Shop} bearing No. 6 on the Ground floor in A/B/C Wing in building "HETRUNJAY"/"RISHABH" now being constructed on the said land, more particularly described in the Schedule hereunder written as aforesaid and hereafter called "the said Flat" the Plan and specification of which are seen and approved of by him/her/them, the Buyers for an aggregate sum of Rs. 55000/- (Rupees Fifty Five Thousand only). The said flat is more particularly described in the Third Schedule hereunder written.

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The Buyer/s agree/s to pay and discharge the above said consideration for the acquisition of the said flat/shops to be acquired by him/her/them as under :-

(a)	On or before the execution hereof	Rs. <u>10,000/-</u>
(b)	On or before the completion of Plinth	Rs. <u>—</u>
(c)	On or before casting First Slab	Rs. <u>—</u>
(d)	On or before casting Second Slab	Rs. <u>—</u>
(e)	On or before casting Third Slab	Rs. <u>—</u>
(f)	On or before casting Fourth Slab	Rs. <u>—</u>
(g)	On or before casting Fifth Slab	Rs. <u>10,000/-</u> On or before 15 th August 1985.
(h)	At the time of handing over the possession of the said flat	Rs. <u>5,000/-</u>
	Total	Rs. <u>55,000/-</u>

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The aforesaid payments shall be made directly to the Builders on or before the dates mentioned above and upon failure to do so the Builders shall be entitled to cancel this agreement by giving ten days notice in writing.

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The Notice referred to will be sent to the Buyer/s through post under certificate of posting at the address herein given, which shall be a sufficient discharge to the Builders for this purpose.

On default of any or the payment of any instalment/s by the Buyer/s aforesaid this Agreement shall at the option of the Builders come to an end and the amount till then paid by the Buyer/s shall stand forfeited and the Buyer/s shall have NO CLAIM of any nature whatsoever against the Builders.

It is expressly agreed by and between the parties hereto and in respect of the above payment time is the essence of the contract. Upon termination of this Agreement as aforesaid or for non-observation or non-performance of any of the terms and conditions hereof or for any reason whatsoever the Builders shall be entitled to resell the said flat/shop to any other person of their choice at such consideration as they may determine and the Buyer/s, shall have no claim whatsoever or in respect of the said flat. For the sake of clarification it is recorded here that instalment shall due on the date the Slab is cast and the Certificate of the Architect to that effect shall be final conclusive and binding upon the Buyer/s.

7. Without prejudice to their other rights under these presents, and/or in law the Buyer shall be liable to pay to the Builders interest at the rate of 18 per cent per annum on all the amounts due and payable by the Buyer/s under these presents, if such amounts remain unpaid for ten days or more after becoming due.

8. The Builders shall deliver possession of the said flat/Shop to the Buyer/s on the completion of the said building and after getting completion certificate from the Bombay Municipal Corporation (or any other Authority) that the said is ready for use and occupation provided that the Buyer/s shall have then paid to the Builders, amounts mentioned in clause 4 and shall have executed all the necessary papers and document which is required to be executed by him/her/them for forming a limited Company, Association of Apartment Owners or a Co-operative Housing Society as the case may be and has/have duly performed all the terms and conditions and obligations under these presents.

9. If for any reason the Builders are unable or fail to give possession of the said Flat/Garage/Shop to the Flat Holder within the time specified under Clause 12 above, or within any further date agreed to by any between the parties hereto, then and in such case the Flat Holder shall be entitled to give notice to Builder terminating this Agreement in which event the Builders shall, within two weeks from the receipt of such notice, refund to the Flat Holder the aforesaid amount of deposit and the further amount only without interest, that have been received by the Builders from Flat Holder as instalment/partpayment in respect of the said Flat, as well as simple interest on such amounts at the rate of 9 percent per annum from the date of receipt till repayment.

10. Commencing a week after notice is given by the Builders to the Flat Holder that the said Flat/garage/shop is ready for use and occupation, the

Flat Holder shall be liable to bear and pay all taxes and charges, for Electricity, other services and outgoings payable in respect of the said Flat as mentioned in Clause (11) hereof.

11. The Builders shall have an absolute right until the execution of the Conveyance in favour of the proposed Society or Limited to make additions, alterations raise storeys or put up additional structures as may be permitted by Municipal and or other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Builders who will be entitled to dispose it off in any way they choose and the flat holders hereby consent to the same. The terrace of the building including the parapet wall shall always be the property of the Builders and the Builders shall also be entitled to display advertisements, on the walls of the water tanks standing on the Terrace and shall be exclusively entitled to the income that may be derived by display of the said advertisement. The Agreement with the Flat-Holders and all the purchasers of other flat/garage/shop in the said building shall be subject to the aforesaid rights of the Builders who shall be entitled to use the said terrace including parapet wall and the walls of the water tanks therein for any purpose including the display of advertisement and sign boards and the Flat Holder shall not raise any objection or ask for any abatement in the price of flat agreed to be acquired by him/her and/or to any compensation or damage on the ground of inconvenience or any other ground whatsoever.

12. Upon delivery of such a possession the Buyer/s shall be entitled to the use and occupation of the said flat/shop and/or garage without any hindrance but without any further claim at any time as to the work in the said flat, The Builders expect to deliver possession of the said flat/shop to the Buyer/s as stated in the proceeding clause on or about December 1986. SUBJECT however, to the condition that cement and steel and other necessary building materials being available in proper time to complete the said building. In the case of any delay in obtaining such materials the date for such possession shall be deemed to have been extended accordingly.

13. The Buyer/s shall not use the said premises for any purpose other than the purpose for which it is allowed by the Municipal and other Authorities, nor use the same for any purpose or in the manner which may or is likely to cause nuisance or annoyance to the occupants of the other premises in the buildings or to the owners to occupants of the neighbouring properties, not for any illegal or immoral purpose.

14. The fixtures, fittings and amenities to be provided in the said building and in the said premises and the specifications of the same are those, as set out in the Exhibit "A" hereunder written.

15. The Buyer shall from the date of his/her/their possession maintain the said premises at his/her/their own costs in a good and tenantable repair and conditions and shall not do or cause to be done any thing in or to the said building or the said premises, staircase and common passages which may be against the rules and bye-laws of the Bombay Municipal Corporation or any other Authority nor shall the Buyer/s change, alter or make additions in or to the buildings or any part thereof. The Buyer/s shall be responsible for any breach of these provisions.

16. Nothing contained in these presents shall be construed as the transfer, assignment, demise in law if the said right, title and interest in the said land together with building thereon till a proper conveyance is executed and registered in favour of proposed Limited Company, Association of Apartment Owners or a Co-operative Housing Society as the case may be, to be formed as herein above provided.

17. The Buyer/s agree/s and binds himself/herself/themselves to pay regularly from the date of the aforesaid completion/occupation certificate proportionate share as may be determined by the Builders of all the outgoing in respect of the property including taxes, charges, electricity common lights, sanitation, additions and alterations, repairs, salaries of clerks insurance Premia, bill collectors, chowkidars and all other expenses necessary and incidental to the property and unkeep thereof. The Purchaser shall keep deposited with the Builders before taking possession of the said premises a sum of (1) Rs. 2000/- for ~~living kitchan flat~~ and shops (2) Rs. _____ for one bed room living kitchan flat and (3) Rs. _____ for two bed room living kitchan flat as deposit towards the aforesaid expenses and outgoing and the legal costs. The said sum shall not carry interest and will remain with the Vendor until the conveyance is executed in favour of a Co-operative Housing Society or a Limited Company as aforesaid and the said deposits or the balance then remaining shall then be paid over to the Co-operative Housing Society or the Limited Company as the case may be, after deducting thereout such amount as the vendors may have paid or expended towards such charges and expenses and further Rs. 300/- for other expenses of and incidental to the formation registration of the Co-operative Housing Society Limited Company or Incorporated Body which will not be accountable. The Purchaser shall also keep further deposited with the vendor at the time of taking possession a sum of Rs. 261/- as share money and application entrance fees towards the expenses in connection with formation of the Co-operative Society or Limited Company.

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The Buyer/s agree/s not to dispute the expenses and payments made out of the said amount either in his capacity as Buyer/s or his capacity as member of the Society when formed and registered.

18. The Buyer/s agree/s and bind|s himself|herself|themselves to pay to the Builders by the 10th of each from the date of occupation certificate and until the society is formed and also thereafter to such society the proportionate Shares in respect thereof :

- (a) Insurance Premia
- (b) All Municipal and other taxes and outgoings that may be from time to time levied against the land or building, and water charges.
- (c) Outgoings for management, maintenance of the building, common lights and other outgoings wages of chowkidars, sweepers and
- (d) Collection Charges thereof.

The monthly outgoings in respect of taxes and Management for the purpose of giving water and/or electricity connection to the said building such deposit, management expenses for each flat/shop is at present tentatively estimated at Rs. 150/- (R)

19. In case security deposit is demanded by the Municipality for the purpose of giving water and/or electricity connection to the said building, such deposit shall be payable by all the Buyer/s of premises in proportion to the respective area of the premises. The Buyer/s agree/s to pay to the Builders within 7 days of demand, such proportionate share of the Buyer/s of such deposit.

20. The stamp duty and registration charges incidental to this agreement and the conveyance shall be borne and paid by the Buyer/s.

21. The Buyer/s will lodge this agreement for registration and the Builders will attend the sub-registry and admit execution thereof after the Buyer/s inform the Builders the number under which it is lodged.

22. If at any time development and/or betterment charges or other levy is charged or levied or ought to be recovered by the Municipality or other concerned or competent authority in respect of the said land and the building, the same shall be borne and paid by all the Buyer/s in proportion to the respective floor area of their respective premises.

23. The Buyer/s shall have no claim (save and in respect of the particular premises hereby agreed to be acquired by the Buyer/s) in respect of all open space, parking places, lobbies, staircases etc. which will remain the property

of the Builders until the whole of the building is transferred to the proposed co-operative housing society or a Limited Company or an Association of Apartment Owners.

24. The Builder shall be at liberty to sell, assign or otherwise deal with their interest in the aforesaid plot and building, subject to the rights of the Buyer/s under this Agreement.

25. It is agreed that until the Buyer shall have obtained as per Cl. No. (30) a consent in writing from the Builders the Buyer/s shall not sell transfer or part with his/her their flat/shop and shall not let, sublet or transfer or assign their/his/her interest therein or part with possession thereof or the benefit of this agreement or any part thereof. Breach of this condition shall be a breach of the essential term of this contract and this Agreement therefore shall become terminable by the Builders.

26. The Buyer/s shall sign all paper and documents and do all other things as the Builders may require to do from time to time in this behalf necessary for safeguarding the interest of the other flat-holders.

27. The flat holders shall whenever required by the Builders to form a limited company, association of apartment owners or a co-operative Housing society as may be deemed proper by the Builders in view of the facts recited hereinabove with the usual rules and regulations and bye-laws be, with such additions and modifications as may be required to suit this particular case. The Buyer/s agree/s to join with the other flat holders in the said building informing the society as provided hereinabove signing and executing all the necessary papers and documents and by furnishing the requisite information and shall become a member of the said society with such rights as are allowed to the members of the such society or a limited company or membership of the association as the case may be and that at no time hereafter, he/they/she shall have any right to repudiate the allotment of the said shares of the membership. This Agreement shall be treated as an application by the Buyer/s for the allotment of share of membership of the society or limited company or the association of apartment owners.

28. The Buyer/s hereby agree/s to observe and perform all the rules and regulations which the said society, limited company or association of apartment owners may adopt at its inception and from time to time and at all times for protection and maintenance of the interest of the member and/or observing and performing to the existing rules and Municipal bye-laws and regulation in force and for fully protecting and vesting the said property in the said society.

limited company or association of apartment owners as the case may be, respecting the use and occupation of the particular tenants by particular members and to contribute punctually towards the expenses to be incurred for maintenance and upkeep charges.

29. The Buyer/s hereby agree/s to pay all the amount payable under the terms of this Agreement has and when they become due and payable from time and time in this respect being the essence of the contract. Further the Builders are not bound to give notice requiring payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.

30. The Buyer/s hereby covenant/s to keep the walls and partition walls sewers, drains, pipes and appurtenances of the said building and the premises in good and tenantable repairs and conditions and in particular so as to support shelter and protect the parts of the building other than his/her/their flat premises. The Buyer/s further covenants not to chisel or in any other manner, damage the columns, beams, slab or RCC part or walls or other structures nor shall carry out any additions or alteration either internal or otherwise whatsoever without the prior written permission of the Builders. The Breach of the conditions cause this agreement to ipso facto come to an end and the money paid by the Buyer/s to the Builders shall stand forfeited and the Builders shall be entitled to deduct from the balance payments made by the Buyer/s such amounts as they find proper to compensate for the damage so caused. If such payments are inadequate they shall be entitled to recover further amounts from this Buyer/s compensate for the damage so caused to the Builders. The decision of the Builders, in that regard, shall be final and Buyer/s shall not dispute the decision of the Builders in this regard.

31. In the event of the Society or limited company being formed and registered before the sale and disposal by Builders of all the premises in the said building, the powers and authority of the society or limited company so formed or of the Buyer/s shall be subject to the overall authority and control of the Builders over all or any of the matters concerning the said building and completion thereof and all amenities appertaining thereto the same and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof.

32. Subject to the permission of the Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act, 1976 and subject to the provisions of clause hereinafter immediately provided, the Builders shall execute a conveyance assignment of the said land and the building constructed hereon in

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of land situated lying and being at Khoti Village of Dahisar in Borivli Taluka in the District of Thana a Registration Sub-District and District of Bombay City and Bombay Suburb bearing S. No. 270 Hissa No. 1A of Dahisar village admeasuring 2 acres and 19 1/4 gunthas or thereabout.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Plot B

All that piece or parcel of land or ground situate at Khoti Village Dahisar in Borivli Taluka in District of Thana and Registration Sub-District of Bassein now in Registration Sub-District and District Bombay City and Bombay Suburban Greater Bombay bearing S. No. 270 Hissa No. 1A (part C. T. S. No. 829/A Dahisar Village being originally plot Nos. 7, 8, 9, 10, 11, 12 of premerger Sub-Division known as Nutan Vasahat Scheme and now amalgamated new Plot No. (B) admeasuring 1978.96 square metres (equal to 2247.25 square yards) now as per C.T.S. admeasuring 1968.2 sq. mts. or thereabout as shown on the Plan annexed herewith and bounded as follows : On the North Property bearing S. No. 272 C. T. S. No. 514 of village Dahisar on the East the original Ulot No. 6 of Nutan Vasahat Scheme and new amalgamated plot No. (A) of the property bearing S. No. 270 Hissa No. 1A (Part) of village Dahisar, on the South 20 ft. wide Municipal access road known as Rajaram Tawde Road, on the West the piece of land bearing S. No. 270 Hissa No. 1A (Part) of village Dahisar reserved for 60-0" wide North South D. P. Road and then river.

THE THIRD SCHEDULE ABOVE REFERRED TO :

SHOP
Super built up area or thereabouts situate on admeasuring 175. sq. ft. floor of the building known as SHETRUNJAY/RISHABH being constructed on sub-plot No. (B) bearing C.T.S. No. 829/A of Dahisar Village, plot admeasuring 1968.2 sq. mtrs. Carpet Area is 130.82-Sq-Ft. Appr

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