Shauda 45/95

1138500

CHAWLA PLAZA

CBD. 11

Flat 1100 X

AGREEMENT FOR SALE

(Rs Sixty cone thousand three lundred has been paid in incopect of the instrument vide challan Ho. Teams for Credit-dt 28-9-1994 Ceruned w/s 32 of the Bombay stamp duty of Rs 61350/-

Adjudication fee Rs. 25% (Twenty five only) has been paid vide challan No. 141 dt. 23.6-1994.

No. Adj./Case No. 299/14

Thane. Dr. 18 / 10 11994

Subject to the Provision of Sec. 53A of Bombay Stamp Act 1958

Sellector of Star



## AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 27 H in the Christian Year one thousand nine hundred ninety, registered under the companies Act, 1956 having its office at 'Lotus Court' 1st BETWEEN M/S. CHAWLA BUILDERS PRIVATE LIMITED, a Company Builders" (which expression shall unless repugnant to the context or meaning floor, Dr. Annie Besant Road, Worli, Bombay 400 018, hereinafter called "The thereof be deemed to include its successors and assigns) of the ONE PART and MIS HUMPHREYS & GLAS GOW Consuctants by TD day of Jan 95

17 21

an Indian inhabitant/ a Firm, residing at / having its office at.....

Bombay Goo 025 Tommon House, Prabhadar

hereinafter referred to as "THE PURCHASER" (Which expression shall unless

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repugnant to the context or meaning thereof be deemed to include their / his / her respective heirs, executors, administrators or the survivors or survivor of them, its permitted assigns) of the OTHER PART.

## WHEREAS

- The City and Industrial Development Corporation (hereinafter called "The Said Corporation") is the new town development Bombay by the Government of Maharashtra in exercise of its powers under authority declared for the area designated as a site for the town of New Planning Act, 1966 (Maharashtra XXVII of 1966) hereinafter referred Sub-section I and 3(a) of Section 113 of The Maharashtra Regional Town as "The Said Act ". of Maharashtra
- 2. The State Government in pursuant to Section 113 (1) of the said acquired the land described therein and vesting such lands in the said Corporation for development and disposal.
- è has issued to M/s Chawla Builders Pvt. Ltd. (hereinafter referred to as City and Industrial Development Corporation of Maharashtra Limited, The Pvt. Ltd. Co.) letter of Allotment No. CIDCO/MM/M+R/PLT: CBD/ 2227, CIDCO/MM/M+R/PLT/CBD/2226 dated 13.02.1989 for plot as "The Said Property") on the terms and conditions of lease of the described in the First Schedule hereunderwritten (hereinafter referred to admeasuring 4771.62 sq.mtrs. or thereabouts and more particularly bearing No. 14 & 15 respectively at C.B.D., Belapur, New Bombay, said property as set out therein.
- 4 The said Corporation has consented to grant to the Pvt. Ltd. Co. the hereunder written and more particularly delineated on the Plan annexed Lease of the piece and parcel of land described in the first schedule

hereto as shown thereon surrounded by boundary lines and containing by measurement 4771.62 sq.mtrs. for the purpose of constructing a buillding and has permitted the Pvt. Ltd. Co. to occupy the said land on the terms and conditions more particularly mentioned in the Agreement for Lease dated 4th March 1991 entered into by and between the said Corporation on One Part and the Pvt. Ltd. Co. on the Other Part.

5 The said Corporation granted a permission at the request of the Company out therein and put the Builders in possession of the said property. to commence construction on the plot on the terms and conditions set

CHANE-3 a building or buildings for use of Residential purpose except that the ground floor of the building would be utilised for shopping only and The Builders intended to develope the said land by constructing thereon sell the same to the intended buyers on what is known as ownership

The Purchasers have seen the aforesaid documents and plans and satisfied themselves about the title of the Builders to the said property and their right to develop the same and have agreed to purchase the Shop / Flat bearing No. C/SO/ on the SHO floor of the building being constructed by the Builders on the said property at the price and on the terms and conditions hereinafter appearing / appeared in the Allotment Letter dated AH/H/AQH

NOW THIS AGREEMENT WITHNESSETH and it is hereby agreed by and between the parties hereto as follows:

and above floor on the said property consisting of shops / flats in accordance with the building plans, designs and specifications to be approved and sanctioned by the said Corporation and other appropriate authorities, which are seen and modifications as the Builders deem necessary and proper and as per direction of the said Corporation and

The control of the co

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should therebe any further change effected in the approved plans other authorities from time to time. The Purchasers hereby agree to variation and modifications. The Purchaser/s hereby also agree/s that in any way object to such additional construction and hereby expressly entitling the Builders to build additional floor, the Purchasers shall not accord their consent to the same.

The Purchasers hereby agree to purchase and acquire Shop / Flat No. c/sc/ on the st floor of the said Building No. 9 and specifications of which have been seen and are to be approved by as aforesaid (hereinafter referred to as "THE SAID PREMISES") a plan PLAZA" and the said building being constructed on the said property admeasuring approximately them for the aggregate sum of Rs. 1100 Builtysq. ft. in "CHAWLA

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(Rupees\_ hundrees

The Rs. 11,38,5001 Purchasers shall pay Rupees to the Built the Builders the said

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fire hundred

in the following manner:

Rs. 5,00,000/\_on or before execution of the Agreement.

Rs. 524 650/- on Pilling.

on Plinth.

on 1st slab.

on 2nd slab.

on 3rd slab.

on 4th slab.

on 5th slab.

9 Rs. on 6th slab.

10. Rs. on 7th slab.

-Rs. 1,13,850 on possession.

Total

in



The aforesaid payments shall be made within 7 (seven) days of the hereinafter mentioned. notice in writing by the Builders to the Purchasers to be given

The notice referred in the preceding clause will be sent by the address hereinbelow given and the notice so sent shall be sufficient Builders to the Purchasers Under Certificate of Posting at discharge to the Builders. For this purpose, the name and address of the Purchasers shall be as set out below:

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Address: M/s Homphrey & Hasgan

multonit RIStd.

House

Sombal Eabhadeur 40000

Payment of each of the installments specified in Clause 3 above on their respective due dates shall be the essence of contract. On default agreement, at the option of the Builders, be deemed to come to an in payment of any installment by the Purchasers as aforesaid, this end, and the amount till then paid by the Purchasers shall stand forfeited and the Purchaser shall have no claim of any nature against consideration whatsoever against or in respect of the said rights. the said premises or for any reason whatsoever, the Builders shall be entitled to resell observance or non-performance of any of the terms and condition hereof the Builders upon termination of this agreement as aforesaid or for nonto any other person of their choice, at such

Without prejudice to their rights under presents and/or in laws, the annum on all the amounts due and payable by the Purchaser under these Purchasers shall be liable to pay to the Builders interest @ 24% per presents, if such amount remain unpaid for seven days or more after

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The Builders will endeavour to handover possession of the said premises the control of the Builders including the restrictions on construction work on or before April, 1994 If for reasons beyond the control of the as also various forms, applications, letters, papers, writings or documents aforesaid and possession shall be delivered by the builders provided all delay has taken place. Notice shall be given by the Builders to the by and between the parties hereto, the said date shall be deemed to and in that case and in the absence of any other date then agreed upon concerned, the Builders are unable to give possession by said date, then or use of the building materials that may be put by the authorities inevitable incidence, calamities or circumstances taking reasons beyond controlled materials Builders including non-availability of the labours, building materials or authorities are duly filled in, signed, executed and delivered by the required for the formation of the said socierty or to be given to various Purchasers to the Builders and all the necessary paper for possession the amounts under this Agreement and otherwise at law are paid by the Purchasers to take possession on the specified date of possession as been automatically extended by the period during which the or occurance of flood, riots, war or

- 00 the premises that have been purchased by them after they obtain a Completion or occupation Certificate from the and occupation of the said premises without hindrance but without any further claim at any time as to the workmanship or quality of materials Upon delivery of possession, the Purchaser shall be entitled to the use No Objection and Occupation Certificate from the said Corporation
- 9. authorities to the use and not use the same for any purpose which may than the purpose for which it is allowed by the Corporation and other neighbouring properties nor for any illegal or immoral purpose. premises in the Building or is likely to cause nuisance or annoyance to the occupants of other The Purchasers shall not use the said premises for any purpose other or to the owners or occupiers of the

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- 10. The fixtures, fitting and amenities to be provided in the said building standard quality. construction thereof and the specifications of the same are those of said premises and the materials to be used in the said
- 11. the said premises at their own costs in a good and tenantable repair The Purchasers shall, from the date of their taking possession, maintain the said building or the said premises, staircase etc. and conditions and shall not do or suffer to be done anything in or to
- 12. (a) insurance, common lights, water charges, electricity, wages for security staff/ property including all taxes, cess dues, levies, betterment charges, in advance as their proportionate share (as determined by the Builders demand to the Builders from the date watchmen, and in their absolute discretion) towards all outgoings in respect of the said premises is offered to them, a sum of Rs. thereof with the Builders without any interest as security for the due property. The Purchasers shall also keep a permanent deposit of incidental to the Management, payment of their share of the said outgoings. The Purchasers agree and bind themselves to forthwith pay and Builders may estimate from time to time every month sweepers and all other expenses necessary of and (Rupees upkeep and maintenance of the said when possession or such other of the said ) in respect

After the said Society / Association / Limited Co. is formed, ather Purchaser will pay their aforesaid share of outgoing to the said Society sociation / Limited Company after deducting therefrom all of the whatsoever nature payable by the Purchasers to the Builders.

(c) The Purchasers shall on the possession of (the said premises being offered to them also bear and pay all the electricity, water, waterpump and other charges relating to and payable in respect of the said premises

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from the date when the Purchasers are offerred to be put in possession of the said premises.

- (d) In case security deposit is demanded by the said Corporation or any other authority for the purpose of giving water and / or electricity connection to the said building, such deposit shall be payable by the Purchasers of the premises in proportion to the respective areas of the premises. The Purchasers agree to pay to the Builders within seven days of the demand such proportionate share of the Purchasers of such deposits.
- (e) All taxes, cess. fees, levies and charges, and any increase therein, and upkeep charges, security staff/watchmen charges shall be borne and paid fully by all the Purchasers among themselves proportionately and such proportion shall be decided by the Builders at their absolute discretion.
- (f) The Purchasers hereby agree that the Builders shall be entitled to transfer, assign, dispose off and/or sell in any manner it deems proper the rights attached with the terraces to anybody on the terms and conditions as may be agreed. The Purchaser along with other Purchasers will no raise any right, title and/or its nominees and/or assigns in respect these rights.
- 13. in favour of the said Society by the Builders and or the said Corporation. Nothing contained in this agreement shall be construed as a le take effect only upon the execution and registration of a deed of lease construction or any part or portion thereof and lease and demise shall demise in law of the said premises or of the said property und



14. The Purchasers shall not let, sub-let, transfer or assign or give on such lease or leave and licence basis or assign the benefits of this the dues are fully paid up and if the purchasers has / have not portion thereof to any person or form agreement or part with the possession of the said premises or any entitled to assign or transfer the said premises only after obtaining the committed any breach of this agreement, then the purchaser shall be of such agreement or agreements will be paid by the Purchasers and previous consent as may be imposed in that behalf at the cost of expenses or such Transferees. 22 body corporation until all

15. said premises agreed to be acquired by the purchaser/s. the purchaser/s under this Agreement have first lien and charge in the The Builders shall in respect of any of amount liable to be paid by

The Purchasers will be liable to pay stamp duty applicable at the time of signing the agreement.

If at any time, development and/or betterment charges or other levies, charges are levied or sought to be recovered by the said Corporation or any other authority in respect of the said building the same shall be responsibility of all holders of the premises in the said building and the same shall be borne and paid by all the holders in proportion to the respective floor areas of their respective premises.

The purchasers shall use the said premises for the purpose for which it is given and the change of use, if any, shall not be effected, without the prior approval in writing of the Builders obtained in that behalf and shall maintain the same at their own costs and shall observe the Rules and By-laws of the said Corporation or such other authorities from time to time. The Purchaser shall not act in any manner so as to cause nuisance or unnecessary annoyance to the occupiers of the other premises in the building or neighbouring buildings.

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The state of the s

- 19. parking spaces, lobbies, staircase, terraces, etc. will remain the property The Purchasers shall have no claim save and except in respect of the apartment Owners when formed. operative Housing Society or a Limited company or an Association of particular premises hereby agreed to be acquired i.e. all open spaces, Builders until the whole of the Building is transferred to a Co-
- 20. The Builders shall be at liberty to sell assign or otherwise deal with under this Agreement. interests in the said plot and building subject to the rights of the Purchase
- 21. or part of the Building wherein the said premises are situated. damage the staircase, common passages, open spaces or any other structure to be carried Heavy packages to the upper floors which are likely to dangerous or excessively heavy so as to affect or injure, carry or cause hazardous, combustible or considered objectionable by the authorities building in which the said premises are situated any goods which The Purchaser/s shall not store in the said premises or bring in the building in which the said premises are situated any goods which the
- 22. and / or the rules and regulations of the said Corporation, the Municipal or the bye - laws and / or rules and regulations of the said Society. Corporation of Greater Bombay or any other public body or local authority be unnecessarily withheld, provided it is not in breach of this Agreement when formed and which consent on the part of Builders Bombay and other public body or local Authority and the said Society Builders the or alterations thereto without the previous consent in writing nor make or case to be made any new construction or any additioins or portion of the said building wherein the said premises are situated The Purchasers shall neither demolish nor cause to be demolish any part said Corporation, the Municipal Corporation of Grater shall not of the
- 23 After the possession of the said premises is handed over to the Purchasers to Building wherein the said premises are situated are thereafter required any additions, alterations or modifications in or about or relating

the instructions of any local authority or body of any statutory authority, the same shall be allowed to be carried by the Purchasers incorporation with the Purchasers of other premises in the building wherein the said premises are situated at their own cost and the Builders shall not in any manner be liable or responsible for the same.

- The Builders shall have full right and authority to make any addition, alterations, modifications or to construct, raise additional structures, put advertisments, neon signs as may be permitted by the said Corporation, the Government of Maharashtras, Municipal Corporation of Greater Bombay and other competent authorities. Such additions, modifications, alterations, structures and stores shall be the sole and exclusive property of the Builders and the Builders shall be entitled to dispose off the same in any way and manner they choose and purchasers hereby consent to the same.
- The Purchasers hereby agree to pay all the amounts payable under the terms of this Agreement as and when they become due and payable from time to time in this respect being the essence of the contract.
- sewers, drains, pipes and appurtenances of the said building and the said premises in goods and tenantable repairs and conditions in particular so as to support, shelter and protect the part of the building other than their premises. The Purchasers further covenant /s not to chisel or in any other manner damage the cloumns, beams, slabs or R.C.C. pardis or walls or other structural members of the said premises without the prior written permission of the Builders.
- 27. The Builders shall get a deed of lease executed by the said Corporation or a Society or Association of persons as the case may be in respect

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have been paid and have received full consideration amount payable by for giving possession of all the tenements therein to the recpective is intended to be put on the said property in completed and is ready or association as the case may be, or from the date on which the building of the said property and the structures erected thereon within 12 months all the premise holders. Purchasers thereof, whichever is later, PROVIDED THAT the Builders from the formation and registration of the said Society or Limited co. THE REPORT OF THE PARTY OF THE

- 28. authority of the Limited Company or Society or Association of persons by the Builders of all the premises in the said Building, the powers and as the case may be being formed and registered before the sale and disposal by the Builders of all the premises in the said Building, the powers and In the event of the Limited Company or Society or Association of Persons authority and control as regards the unsold premises and the disposal pertaining to the same and in particular, the Builders shall have absolute concering the said building and completion thereof and all amenities overall authority and control of the Builders over all or any of the matters as the case may be so formed of the Purchasers shall be subject to the
- 29. the rights of the Builders under these presents or under the law. breach or non-compliance of any of the terms and conditions of this shall not be construed as a waiver on the part of the Builders of any Agreement, by the Purchasers nor shall the same in any manner prejudice of this agreement or any forbearance or giving of time to the Purchaser Any delay or indulgence shown by the Builders in enforcing the terms
- 30. expenses including Advocates and Solicitors ices for deed of lease and Society or Association as the case may be, as also all cost, charges and and paid by the members of the said Limited company Co-operative said Limited Company, Co-Operative Society or Association shall be borne All cost charges and expenses in connection with the formation of the

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other assurances shall be borne and paid by the members of the Limited Company, Co - operative Society or Association of the persons as the case may be. The documentation charges of Rs. shall be paid by the Purchasers at the time of execution of the Agreement.

The Purchasers shall at no time demand partition of their interest in the said building and / or the said premises it being agreed and declared by the Purchiasers that their interest in the said property is impartiable.

The use of the common passage and the common staircase, either for

The use of the common passage and the common staircase, either for storage or for use by servants at any time. The Purchasers shall not construct anything on the open balconics terraces, if any, attached to their premises and keep the same always open to the sky and unbuilt upon and will keep it clean and will not be a nuisance to the other occupants of the neighbouring or nereby premises.

All deposits that may be paid by the Purchasers to the Builders in respect of water, electricity or for any other purpose shall be transferred by the Builders, to the said Limited Company, Co-operative Society or Association when formed and such deposit or deposits shall not bear any interest. However, the Builders will be entitled to deduct the sum and appropriate to themselves any amount that may be due and payable by the Purchasers to the Builders.

34. (a) as may be required by the Builders to the roit, war, flood, civil commotion, act of god or such other risks whenever required, they shall produce to the Builders the Policy or nationalised Insurance Companies as the Builders shall determine and in the joint names of the Builders and of the Purchasers with such insure and keep insured the permises against loss or damage by fire, After the possession is offered to the Purchaser they shall full value thereof



policies of such insurance and the receipt for the last premium paid in respect of the same and in the event of the said premises being damaged or destroyed by the fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the said premises as soon as reasonably practical or required.

- or think which may void or voidable any insurance of any other flats or premises or any part of the Building or cause any increased premium to be paid in respect thereof.

  All letters, receipts and or notices issued by the Builders decreased under Conference.
- 35. and shall be effectual on the part of the Builders and the same Purchasers will be sufficient proof of receipt thereof by the Purchasers shall be deemed to have been received by the Purchasers on expiry of normal delivery time. Under Certificate of Posting to the address known to them of the W. SEAL
- be " CHAWLA PLAZA " and the said Society or any other body 36. The name of the Building to be built on the above plot shall always shall always be known by such name as mentioned in this clause corporate or other organisation determined by the Builders on the plot
- 37. to the Allottees. the benefit of the Builders and / or their nominees without any rebate the said land is increased, such increase, shall ensure exclusively for If at any time prior to or even after the executiuon of the Deed of Conveyance or other appropriate documents, the F.S.I. applicable to



38.

shall be binding on both the parties. The provision of Indian Arbitration these presents, or as to the rights liabilities or duties of the said parties these presents or concerning anything herein contained or arising out of Provided always that if any dispute, difference, or question at any time shall arise between the parties in respect of the construction of to be appointed by each party. The decision arrived at such arbitration hereunder the same shall be referred to arbitration of two persons, one Act shall apply to such reference.

hands and seals hereto and to the duplicate hereto the day and year first WITNESS WHEREOF the parties hereto set and subscribe their respective provisions of law applicable thereto.

the Maharashtra Ownership of flats Act, 1963 and the Maharashtra

Flats Rules 1964 as amended upto date or any other

Ownership

This Agrement shall always be subject to the provisions contained in

hereinbefore written.

by the within named SIGNED SEALED AND DELIVERED For M/s CHAWLA BUILDERS PVT.LTD

SIGNED SEALED AND DELIVERED

in the presence of

by the within named Mr./Mrs. M/s Henn mult

in the presence of

LIMITED CHAWIA BUILDERS PRIVATE

Director

M.V. VORA

Secretary

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BUON CHOMBUNEN CONDER

Allotteels the sum of Rs. (Rupees Prue law RECEIVED of and from the within named only)

to be paid by him/her/ them to us on Execution thereof.

Rs.

5,00

For CHAWLA BUILDERS PRIVATE LIMITED We say Received

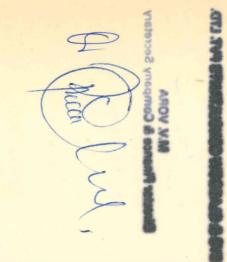
Witness:

Director

## FIRST SCHEDULE

That piece of land known as Plot No. 14 & 15 in Sector 11 C.B.D. Belapur, New Bombay. admeasuring 4771.62 sq.mtrs or thereabouts and bounded as follws:

ON OR TOWARDS WEST	ON OR TOWARDS EAST	ON OR TOWARDS SOUTH	ON OR TOWARDS NORTH	
By Plot No. 15	By 30 Mtrs. wide Road	By 30 Mtrs. wide Road	By Plot No. 13	Plot No. 14
By Plot No. 16	By Plot No. 14	By 30 Mtrs. wide.	By Plot No. 13	Plot No. 15



## LIST OF AMENTIES

- The Construction will be of RCC Cloumns & Beams. The Building will be Stilts and 7 upper floors.
- 2. The flooring will be of Mosaic Tiles and Living Room will have Marble Flooring.

Aluminium Glazed Sliding Windows will be provided in each flats.

Bath Room will have concealed Plumbing with Indian / English Type WC, Wash Basin, Shower.

Bath Room will have colour glazed tiles upto height of 7'

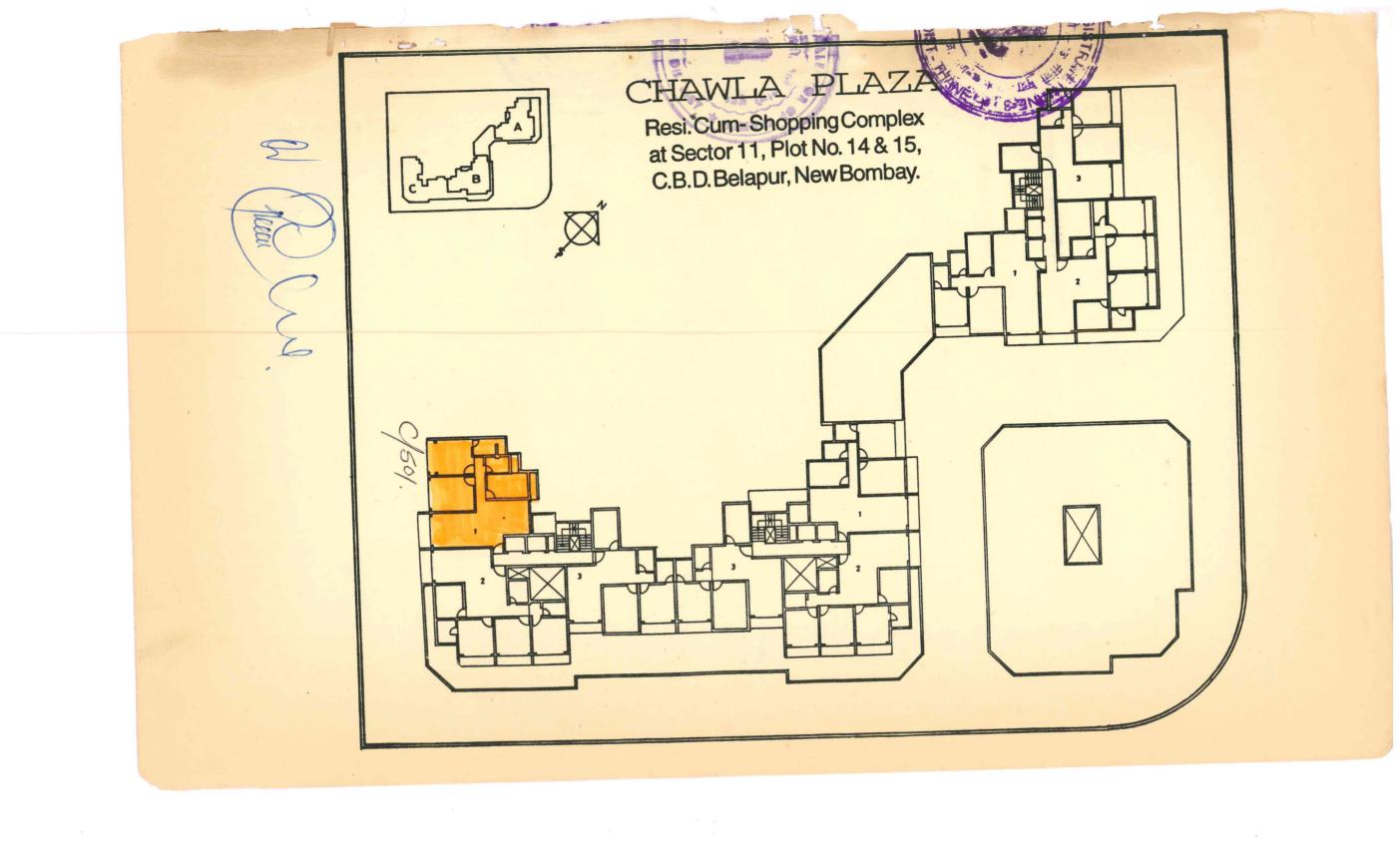
Concealed Copper Wiring Light Poits, Fan Points, Power Points, and also Iron Hooks for Fans will be provided in each Flats.

- 7. Telephone Cable point in each Flat.
- 8. Kitchen will be provided with Marble Platform.
- Entrance to the flat will have Flush Doors with one side Teak with Peep Hole.
- 10. Each building will have two lifts of OTIS or any other renowned make.
- 11. Black Cuddapa / Polished Shahabad stone for stair treads,
- 12. Marble / Grainte for facade of ground floor entrance.
- 13. Overhead and underground water storage tanks with pump room of adquate capacity.
- 14. Compound wall with decorative M.S. grills gate
- 15. Neroo finish plaster for internal walls sand faced plaster for external walls.
- 16. Water proof cement paint to plastered surfaces of external wall.
- 17. Attached toilet for every shops, flats.
- 18. Rolling shutters for shops.

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- 19. Fire fighting equipments as per rules.
- 20. Common decorative wooden name boards for the Apartments.
- Sufficient car-parking of required size in open spaces around the building.







**ब्याकि** थित क्षान दिल्याचे रुव्स करतात किन्दिक्ति अर किन नर्फ हे हम्छेयर वर्गन अलायगा मीद, व्यापान या- वाशी भनोन व्यक्षमभार दोना कपनि मेळ्टरी ब्रदेशय करून वैकार # 1994 Y व तमान र्यापा विका 26 \*\*\*\* M.V. VORA
Secret RIPOD 13 हुन्यम निवंशक ठाणे ने. ह Vilan मिट्ट का महा MITANTS PVT. LTD. 3101.3 b. bon -भान 99192 विति दुव्यम निवंशकास महित अवति । इसम अने निवंदन जनत की, ते बरतेका करून ऐजान्या उन्हों ज जनत क्यांक्तियाः जानत त आणि निवंदी जोळेख पटिवतात. व्यापार या. वाशी एसः एमः चुड्च अवाल JULABOR SADAN 15, HARION SLOT. A YARE ROB (3) h Maluage **वो**स्ट्रेज फोडो पाने ( मोंतणी शुरक की बीतमें भी-बन्ध हुत्यम निवंशक ठाणे नं. ३ the sensey हुच्यम निवंधक तार्ग नै. ३ S M SHEVARE. एक्ण रः-99993 67777. y020.

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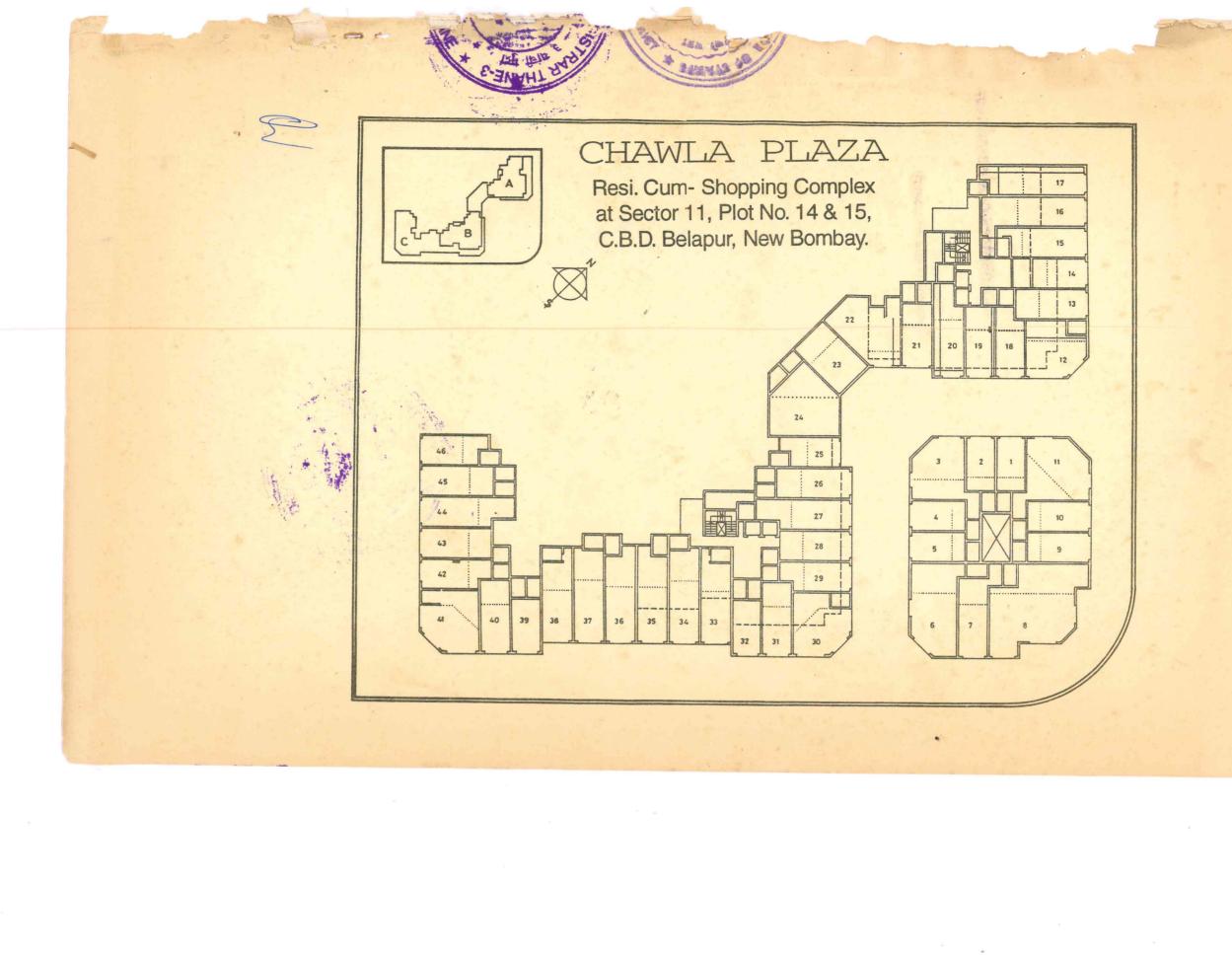
द्वेयम निबंधक ठाले-

पुस्तक कमांक अ ४६४ बालगांचे २३३ते २-४४ पृष्ठांवर ८९० कमांकाने नोंदला. तारीख २-९/७/६०

द्विध्यम निबंधक







Dated This Day of 199

BETWEEN

CHAWLA BUILDERS PVT. LTD.

Lotus Court. 1st floor.. No. 1 12.A Dr. Annie Besant Rd..

Worli Bombay 400018 (India)
Phone: 4943245, 4948240, 4948890

AND

Shri/Smt.M/s.

Address

Resi

Tel: Off

Resi

Shop / Office / Car Parking Space No.

floor in

CHAWLA PLAZA

Plot No. 14 & 15, Sector No II, CBD, Belapur, New Bombay