

nat the proper stamp duty of Rs 61356/
(Rs Shety one thousand three including paid incorpor of the instrument vide challan No Leans fee Coedit dt 28-9-1994

Adjudication fee Rs. 25% (Twenty five only) has been paid vide challan No. 140 dt 23-6-199 when No. Adj./Case No.300199.

Thane. Dr. 18 / 10 /199 4

Subject to the Provision of Sec. 53A of Bombay Stamp Act 1954.

Stanta X Paris Se sessoffer



AGREEMENT FOR SALE

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

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

CONSUCTANTS DUT LTD.

Bombay Good

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

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

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

THANE-3

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/3C/ on the 3 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 27 cf. 1994

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

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

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

Rs. The Purchasers shall pay to the Builders the said sum eight 11,38,500/+Rupees thousand five hundred low then

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in the following manner:

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6 Rs. on 3rd slab.

7. on 4th slab.

00 Rs. on 5th slab.

9. Rs. on 6th slab.

10.

Rs.

on 7th slab.

11. Rs. 13,850 on possession.

11, 38, 500 Total

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

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

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Address: Ms Homphreys of

House

nabhadan.

Bombay 40002

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

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

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

- 00 further claim at any time as to the workmanship or quality of materials RE used in the premises. The Builders shall hand over to the Purchasetts a state of the premises. and occupation of the said premises without hindrance but without any Upon delivery of possession, the Purchaser shall be entitled to the use the premises that have been purchased by them after they obtain the No Objection and Occupation Certificate from the said Comparation. Completion or occupation Certificate from the concerned authorities and
- 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 Dis The Purchasers shall not use the said premises for any purpose other premises in the Building or is likely to cause nuisance or annoyance to the occupants of other neighbouring properties nor for any illegal or immoral purpose. or to the owners or occupiers of the

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

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

- of the demand such proportionate share of the Purchasers of such de premises. The Purchasers agree to pay to the Builders within Purchasers of the premises in proportion to the respective area of the connection to the said building, such deposit shall be payable by the 9 or any other authority for the purpose of giving water and / or electricity In case security deposit is demanded by the said Corporation OSIC
- such proportion shall be decided by the Builders at their absolute paid fully by all the Purchasers among themselves proportionately and <u>@</u> and upkeep charges, security staff / watchmen charges shall be borne All taxes, cess. fees, levies and charges, and any increase
- raise any right, title and / or its nominees and / or assigns in respect of as may be agreed. The Purchaser along with other Purchasers will not these rights. the rights attached with the terraces to anybody on the terms and conditions will not 3 to transfer, assign, dispose off and / or sell in any manner it deems proper The Purchasers hereby agree that the Builders shall be entitled
- 13. in favour of the said Society by the Builders and or the said Corporation. 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 Nothing contained in this agreement shall be construed as a lease or demise in law of the said premises or of the said property under



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 agreement or part with the possession of the said premises or any committed any breach of this agreement, then the purchaser shall be the dues are fully paid up and if the purchasers has / have not portion thereof to any person or form previous consent as may be imposed in that behalf at the cost of expenses entitled to assign or transfer the said premises only after obtaining the such agreement or agreements will be paid by the Purchasers and such Transferees. 2 body corporation until all

- aid premises agreed to be acquired by the purchaser/s. purchaser/s under this Agreement have first lien and charge in the Builders shall in respect of any of amount liable to be paid by
- 16. The Purchasers will be liable to pay stamp duty applicable at the time of signing the agreement.

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.

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



- 19. apartment Owners when formed. operative Housing Society or a Limited company or an Association of of the Builders until the whole of the Building is transferred to a Coparking spaces, lobbies, staircase, terraces, etc. will remain the property particular premises hereby agreed to be acquired i.e. all open spaces, The Purchasers shall have no claim save and except in respect of the
- 20. interests in the said plot and building subject to the rights of the Purchasers under this Agreement. The Builders shall be at liberty to sell assign or otherwise deal
- 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 or vs building in which the said premises are situated any goods which are The Purchaser/s shall not store in the said premises or bring in the Trail
- 22. or the bye - laws and / or rules and regulations of the said Society. and / or the rules and regulations of the said Corporation, the Municipal 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 shall not Builders the said Corporation, the Municipal Corporation of Grater or alterations thereto without the previous consent in writing Bombay and other public body or local Authority and the said Society 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
- 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 if any additions, alterations or modifications in or about or relating

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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, advertisments, modifications or to construct, raise additional structures, put advertisments, neon - signs as may be permitted by the said of Greater Bombay and other competent authorities. Such additions, 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.

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The Purchasers hereby covenant to keep the walls and partition walls, 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



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

- 28. as the case may be being formed and registered before the sale and disposal by the Builders of all the premises in the said R.::1.1: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 authority 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
- 29. Any delay or indulgence shown by the Builders in enforcing the terms 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 of this agreement or any forbearance or giving of time to the Purchaser the rights of the Builders under these presents or under the law. Agreement, by the Purchasers nor shall the same in any manner prejudice
- 30. said Limited Company, Co-Operative Society or Association shall be borne All cost charges and expenses in connection with the formation of the expenses including Advocates and Solicitors lies 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



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 building and / or the said premises it being agreed and declared by the Purchiasers that their interest in the said property is impartiable.

No occupier or occupiers of any part of the Building will use or permit the use of the common passage and the common staircase, either for

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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.

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

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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.

- (b) The Purchasers shall not do or permit to be done any act 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.
- 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 Under Certificate of Posting to the address shall be deemed to have been received by the Purchasers on expiry All letters, receipts and or notices issued by the Builders despatched of normal delivery time. known to them of the
- 36. be "CHAWLA PLAZA" and the said Society or any other body corporate or other organisation determined by the Prince of the said shall always be " shall always be known by such name as mentioned in this clause
- 37. If at any time prior to or even after the executiuon of the Deed of the said land is increased, such increase, shall ensure exclusively for to the Allottees. the benefit of the Builders and / or their nominees without any rebate Conveyance or other appropriate documents, the F.S.I. applicable to





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

39. This Agreement shall always be subject to the provisions contained in provisions of law applicable thereto. the Maharashtra Ownership of flats Act, 1963 and the Maharashtra Ownership Flats Rules 1964 as amended upto date or any other

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and seals hereto and to the duplicate hereto the day and year first hereinbefore written.

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

CHAWLA BUILDERS PRIVATE LIMITED

Director

SIGNED SEALED AND DELIVERED Mr. Mrs. M/s by the within named

RECEIVED of and from the within named of the sum of Rs. 500,000/

A BIST

in the presence of

Secretary

U. lane

(Rupees

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

> Rs. 00,

only)

CHAWLA BUILDERS PRIVATE LIMITED We say Received

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	By 30 Mtrs. wide	By Plot No. 13	Plot No. 14
By Plot No. 16	By Plot No. 14231	By 30 Mirrs, wride	By Plot No. 13	Plot No. 15



LIST OF AMENTIES

- 1. 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.

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

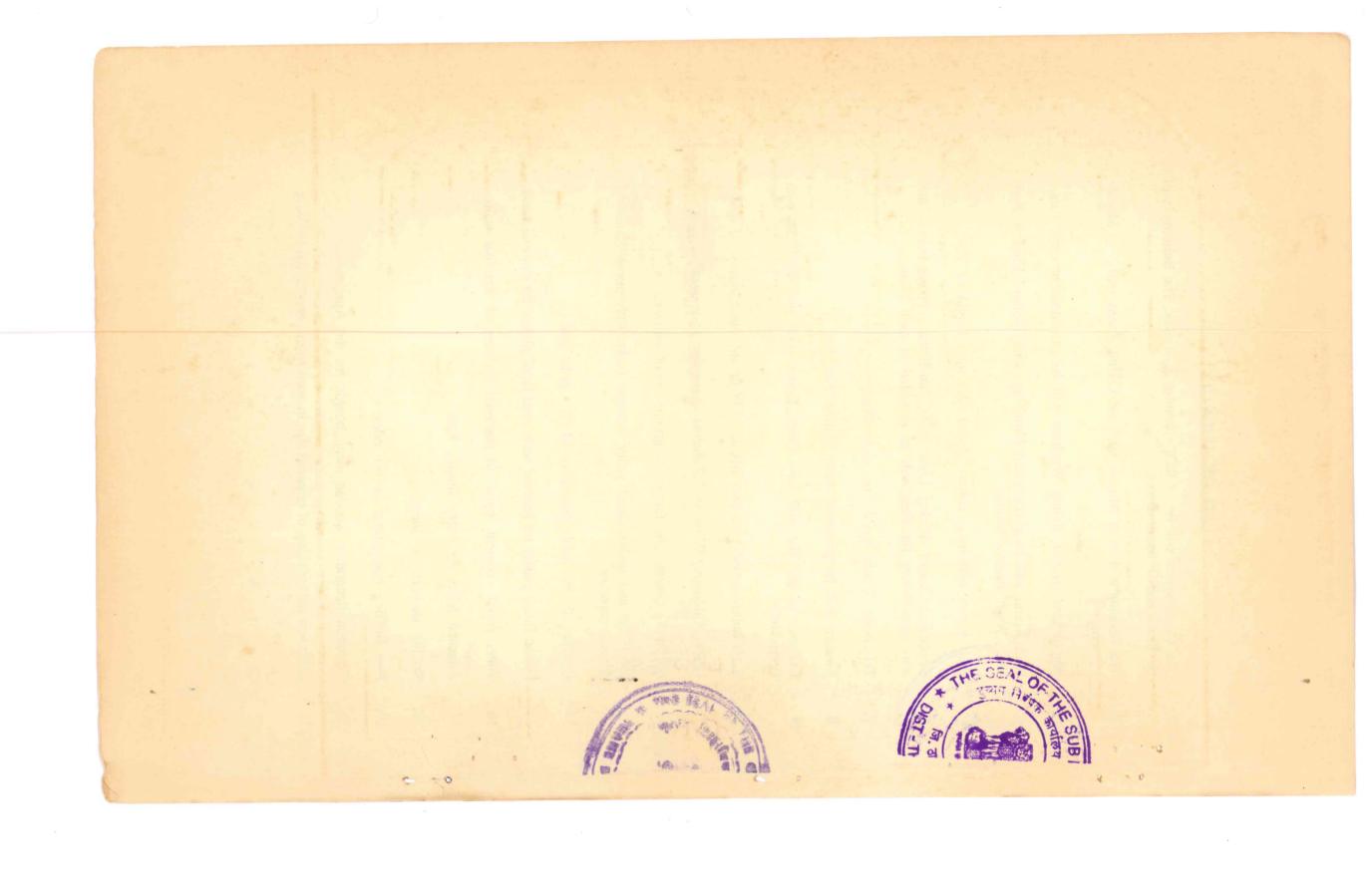
- also Iron Hooks for Fans will be provided in each Flats.
- Telephone Cable point in each Flat.
- 8. Kitchen will be provided with Marble Platform.
- 9. Entrance to the flat will have Flush Doors with one side Teak with Peep Hole.
- 0110 Each building will have two lifts of OTIS or any other renowned make.
- = 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.

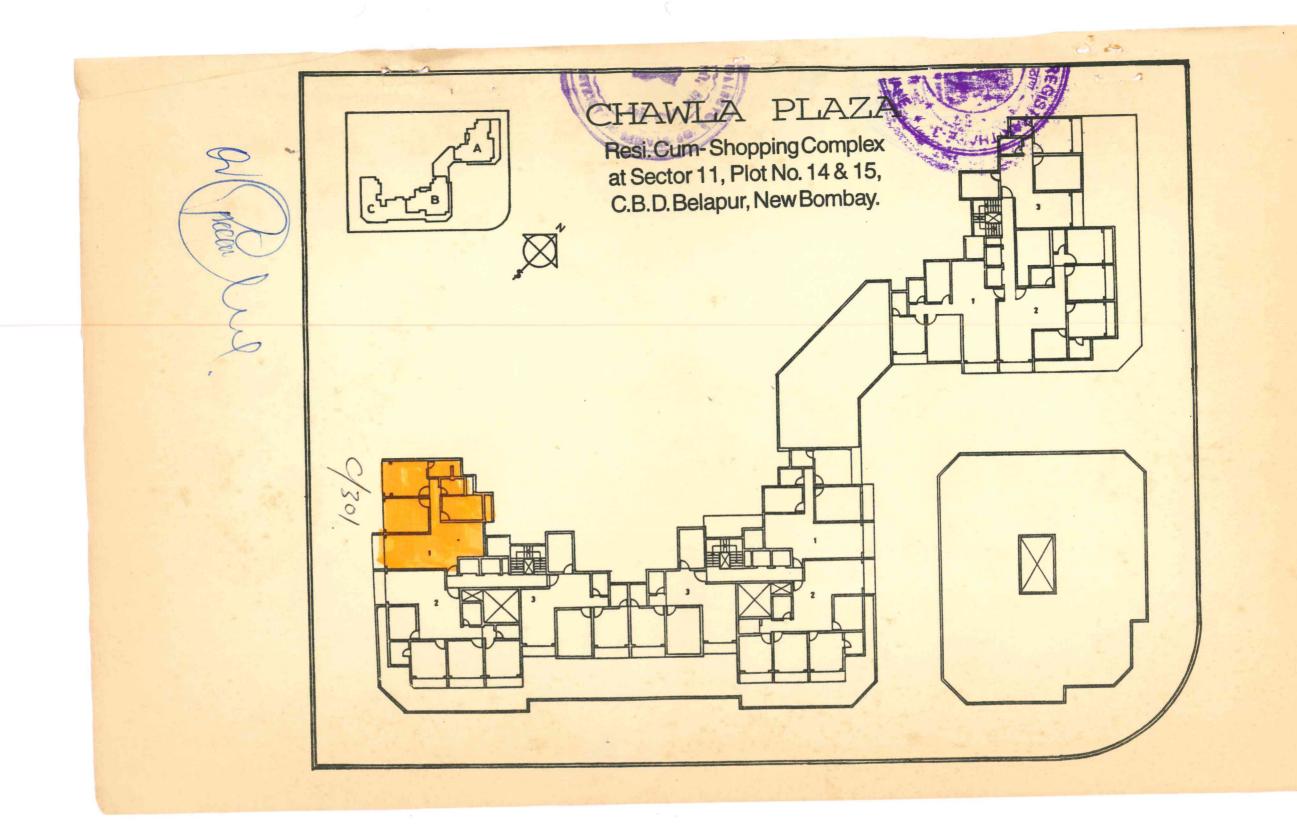
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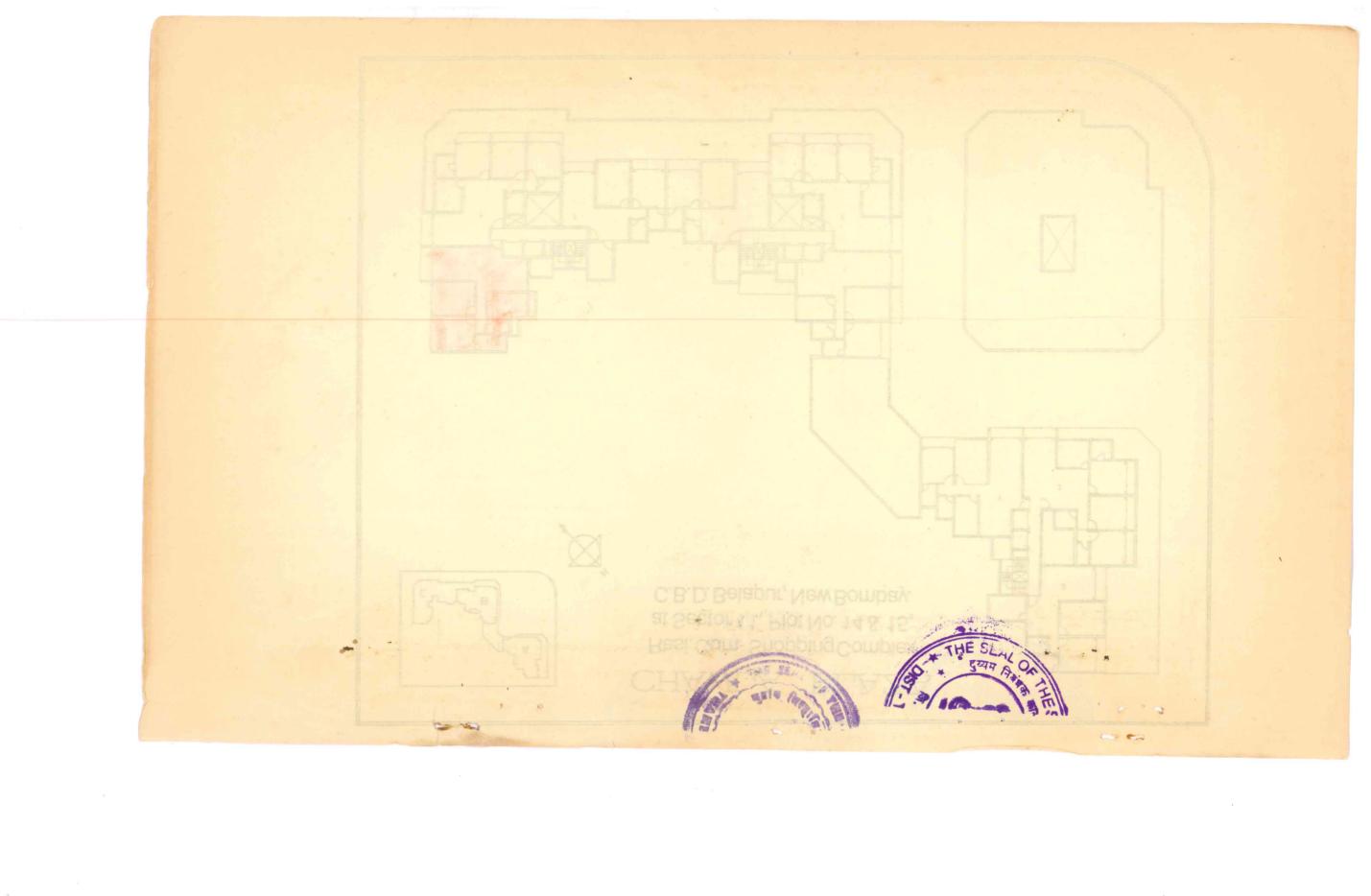
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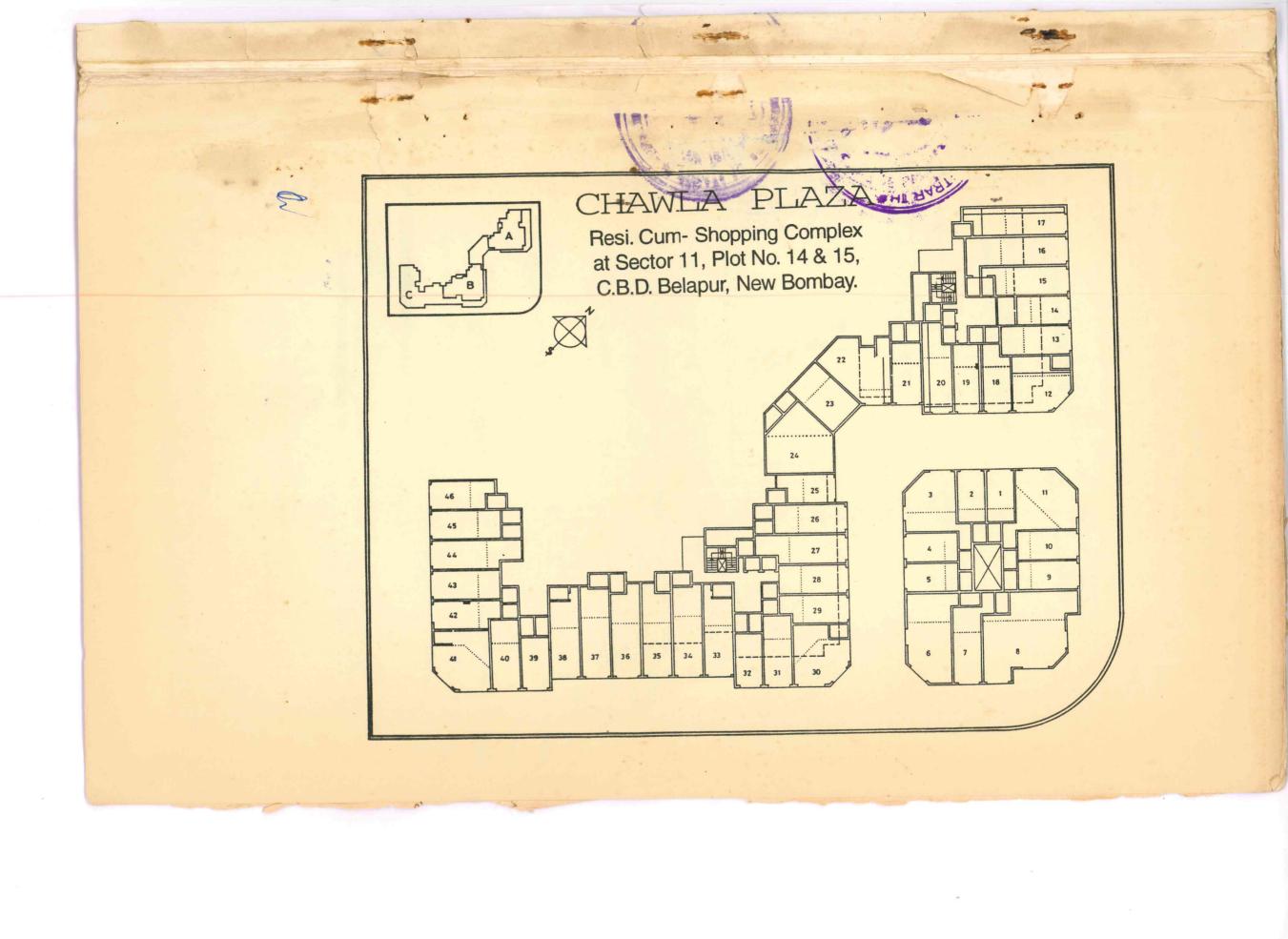
- 19. Fire fighting equipments as per rules
- 20. Common decorative wooden name boards for the Apartments
- 21. Sufficient car-parking of required size in open spaces around the building.

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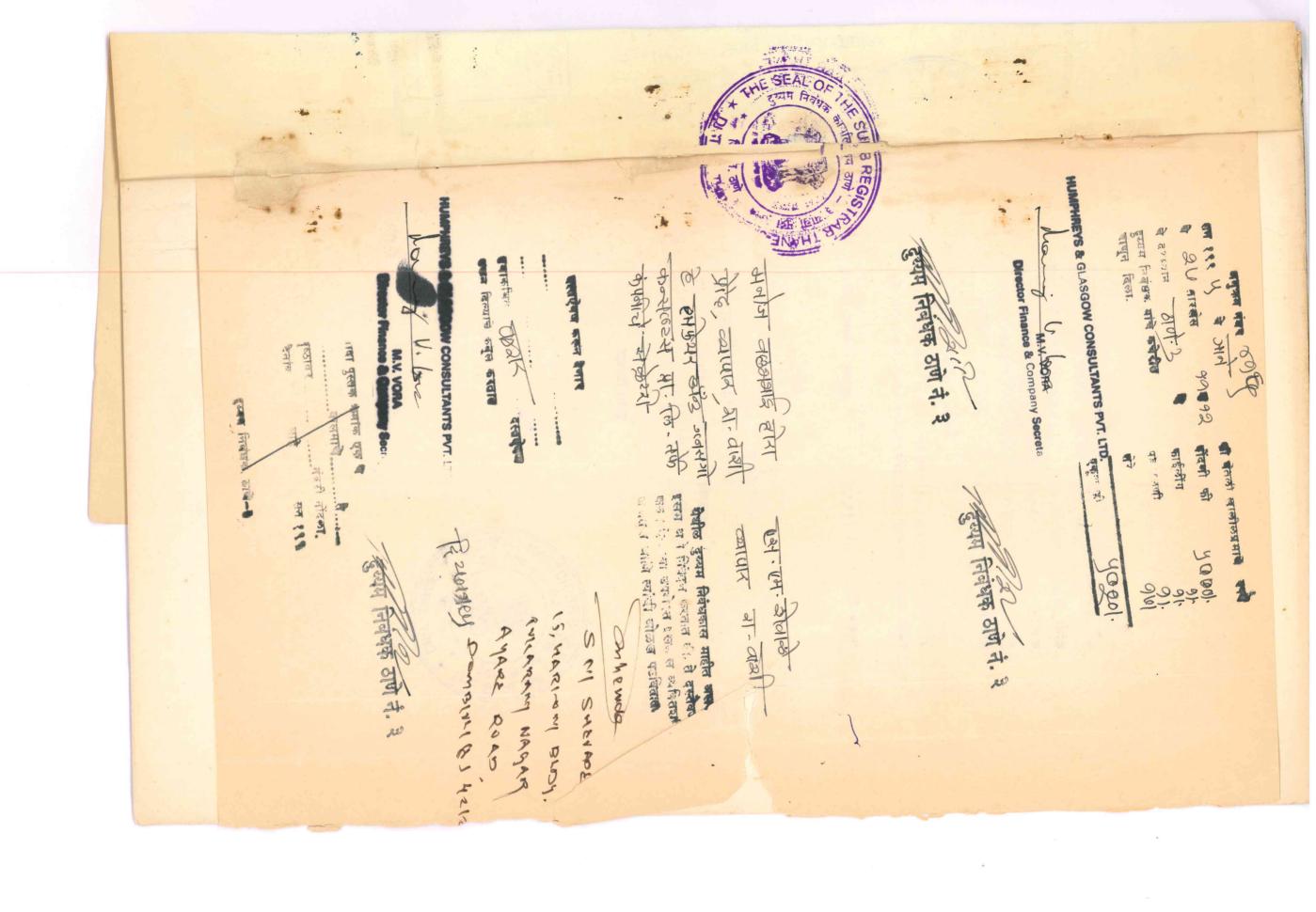












में क्षाफेडम डेल्ड नेल्यामाना किन्मित्रमा के क्षाक्रिया के स्थान कार्य कार कार्य कार कार्य कार कार्य कार कार्य कार कार्य कार कार्य कार कार्य का

बांनी नोंदणी कायदा १९०८ कलम ३४ नुसार दि ठेल्या जुदतीत कबुली जबाब दिला नाहीं. सबब यांचे बाबतीत नोंदणी नाकारली आहे.

Feater 29 / 10 /23810.

द्वेर्धम निवंधक ठाकें-इ

पुस्तक क्रमांक 9 ४६४ बालमाचे २४५ ते २५६ पुटाबर ८९९ क्रमांकाने नोंदला बारीख २९/७/८७.

द्वयम निबंधक





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