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Chawla

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CHAWLA PLAZA

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AGREEMENT FOR SALE

Certified under 32 of the Bombay Stamp Act 1934
that the proper stamp duty of Rs 61350/-
(Rs Sixty one thousand three hundred and fifty) has been paid
in respect of the instrument vide challan No. Transfer Credit
dt. 28-9-1994

Adjudication fee Rs. 25/- (Twenty five only) has
been paid vide challan No. 140 dt. 23-6-1994
No. Adj./Case No. 300/94
Chanc. Dt. 18/10/1994

Subject to the provision of
Sec. 53A of Bombay Stamp Act 1934.

Collector of Stamps, THANE



AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 27th day of Jan 95

in the Christian Year one thousand nine hundred ninety,

BETWEEN M/S. CHAWLA BUILDERS PRIVATE LIMITED, a Company
registered under the companies Act, 1956 having its office at 'Lotus Court' 1st
floor, Dr. Annie Besant Road, Worli, Bombay 400 018, hereinafter called "The
Builders" (which expression shall unless repugnant to the context or meaning
thereof be deemed to include its successors and assigns) of the ONE PART

and M/S HAMPBREYS & GLASGOW
CONSULTANTS PVT LTD.

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

Ganmor House, Prabhadevi
Bombay 400 025

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

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

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

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hereto as shown thereon surrounded by boundary lines and containing by measurement 4771.62 sq.mtrs. for the purpose of constructing a building 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.

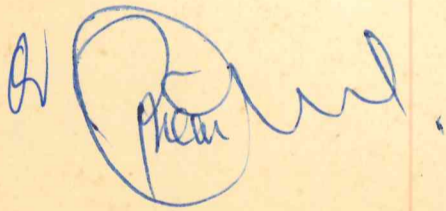
5. The said Corporation granted a permission at the request of the Company to commence construction on the plot on the terms and conditions set out therein and put the Builders in possession of the said property.

The Builders intended to develop 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.

7. 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/301 on the 3rd 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 27.04.1994

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

1. The Builders shall construct for the time being a building of ground 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



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

2. The Purchasers hereby agree to purchase and acquire Shop / Flat No. C/301 on the 3rd. floor of the said Building admeasuring approximately 1100 sq. ft. ^{Built-up} in "CHAWLA PLAZA" and the said building being constructed on the said property as aforesaid (hereinafter referred to as "THE SAID PREMISES") a plan and specifications of which have been seen and are to be approved by them for the aggregate sum of Rs. 11,38,500/-
(Rupees Eleven Lacs thirty eight thousand five hundred only)

3. The Purchasers shall pay to the Builders the said sum of Rs. 11,38,500/- (Rupees Eleven Lacs thirty eight thousand five hundred only)

in the following manner :

1. Rs. 5,00,000/- on or before execution of the Agreement.
2. Rs. 5,24,650/- on Pilling. 2/6/1994
3. Rs. on Plinth.
4. Rs. on 1st slab.
5. Rs. on 2nd slab.
6. Rs. on 3rd slab.
7. Rs. on 4th slab.
8. Rs. on 5th slab.
9. Rs. on 6th slab.
10. Rs. on 7th slab.
11. Rs. 1,13,850/- on possession.

11,38,500/- Total
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The aforesaid payments shall be made within 7 (seven) days of the notice in writing by the Builders to the Purchasers to be given hereinafter mentioned.

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

Address : M/s Hemphreys & Glasgow
Consultants Pvt Ltd.
Ganman House
Prabhadesi
Bombay 400 025

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



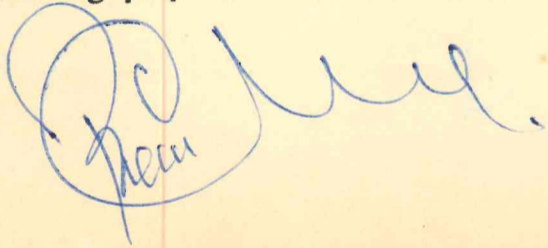
6. Without prejudice to their rights under presents and/or in laws, the Purchasers shall be liable to pay to the Builders interest @ 24% per annum on all the amounts due and payable by the Purchaser under these presents, if such amount remain unpaid for seven days or more after becoming due.

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

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

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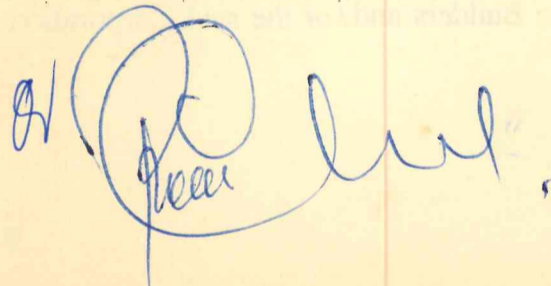
10. The fixtures, fitting and amenities to be provided in the said building and in the said premises and the materials to be used in the said construction thereof and the specifications of the same are those of standard quality.

11. The Purchasers shall, from the date of their taking possession, maintain the said premises at their own costs in a good and tenable repair and conditions and shall not do or suffer to be done anything in or to the said building or the said premises, staircase etc.

12. (a) The Purchasers agree and bind themselves to forthwith pay and demand to the Builders from the date when possession of the said premises is offered to them, a sum of Rs. — or such other sums as the Builders may estimate from time to time every month in advance as their proportionate share (as determined by the Builders in their absolute discretion) towards all outgoings in respect of the said property including all taxes, cess dues, levies, betterment charges, insurance, common lights, water charges, electricity, wages for security staff/watchmen, and sweepers and all other expenses necessary of and incidental to the Management, upkeep and maintenance of the said property. The Purchasers shall also keep a permanent deposit of Rs. — (Rupees —) in respect thereof with the Builders without any interest as security for the due payment of their share of the said outgoings.

(b) After the said Society / Association / Limited Co. is formed, 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



from the date when the Purchasers are offered 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.

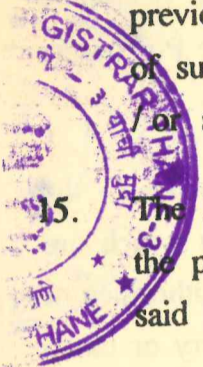
(e) All taxes, cess, fees, levies and charges, and any increase therein, and upkeep charges, security staff / watchmen charges shall be borne and paid fully by all the Purchasers among themselves proportionately and such proportion shall be decided by the Builders at their absolute discretion.

(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 not raise any right, title and / or its nominees and / or assigns in respect of these rights.

13. 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 construction or any part or portion thereof and lease and demise shall take effect only upon the execution and registration of a deed of lease in favour of the said Society by the Builders and / or the said Corporation.



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



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

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



17. 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.

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

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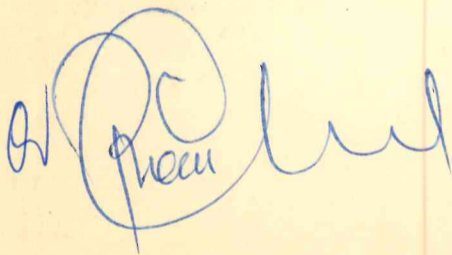
to be carried out by Municipal Corporation of Greater Bombay or under the instructions of any local authority or body of any statutory authority, the same shall be allowed to be carried by the Purchasers incorporation with the Purchasers of other premises in the building wherein the said premises are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

24. The Builders shall have full right and authority to make any addition, alterations, modifications or to construct, raise additional structures, put advertisements, neon-signs as may be permitted by the said Corporation, the Government of Maharashtra, 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.

25. 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.

26. 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 columns, beams, slabs or R.C.C. parts 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 respective Purchasers thereof, whichever is later, PROVIDED THAT the Builders have been paid and have received full consideration amount payable by all the premise holders.

28. In the event of the Limited Company or Society or Association of Persons 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 authority of the Limited Company or Society or Association of persons as the case may be so formed of the Purchasers 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 pertaining to the same and in particular, the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof.

29. Any delay or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement. by the Purchasers nor shall the same in any manner prejudice the rights of the Builders under these presents or under the law.

30. All cost charges and expenses in connection with the formation of the said Limited Company, Co-Operative Society or Association shall be borne and paid by the members of the said Limited company Co - operative Society or Association as the case may be, as also all cost, charges and expenses including Advocates and Solicitors fees for deed of lease and

H. P. [Signature]

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.

31. 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 Purchasers that their interest in the said property is impartible.

32. 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 storage or for use by servants at any time. The Purchasers shall not construct anything on the open balconies 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.

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



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. All letters, receipts and/or notices issued by the Builders despatched Under Certificate of Posting to the address known to them of the Purchasers will be sufficient proof of receipt thereof by the Purchasers and shall be effectual on the part of the Builders and the same shall be deemed to have been received by the Purchasers on expiry of normal delivery time.

36. The name of the Building to be built on the above plot shall always be " CHAWLA PLAZA " and the said Society or any other body corporate or other organisation determined by the Builders on the plot shall always be known by such name as mentioned in this clause.

37. If at any time prior to or even after the execution of the Deed of Conveyance or other appropriate documents, the F.S.I. applicable to the said land is increased, such increase, shall ensure exclusively for the benefit of the Builders and/or their nominees without any rebate to the Allottees.

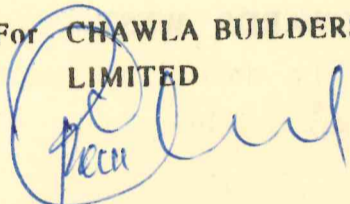
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- 38. Provided always that if any dispute, difference, or question at any time shall arise between the parties in respect of the construction of these presents or concerning anything herein contained or arising out of these presents, or as to the rights liabilities or duties of the said parties hereunder the same shall be referred to arbitration of two persons, one to be appointed by each party. The decision arrived at such arbitration shall be binding on both the parties. The provision of Indian Arbitration Act shall apply to such reference.
- 39. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership of flats Act, 1963 and the Maharashtra Ownership Flats Rules 1964 as amended upto date or any other provisions of law applicable thereto.

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.

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

For CHAWLA BUILDERS PRIVATE LIMITED

Director

SIGNED SEALED AND DELIVERED
by the within named
Mr./Mrs. M/s Humphreys & Glasgow Consultants P.Ltd.
in the presence of

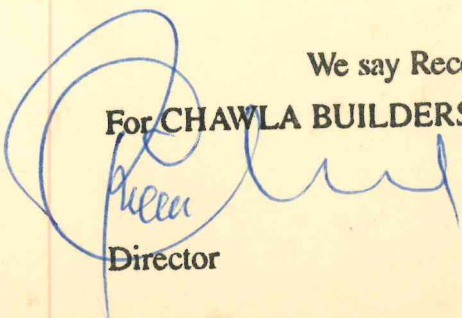
HUMPHREYS & GLASGOW CONSULTANTS PVT. LTD.

M.K. VORA
Director Finance & Company Secretary

RECEIVED of and from the within named
M/s Humphreys & Glasgow Con. P.Ltd
Allottee/s the sum of Rs. 5,00,000/-
(Rupees Five lacs only only)
to be paid by him/her/ them to us on
Execution thereof.

Rs. 5,00,000/-

Witness

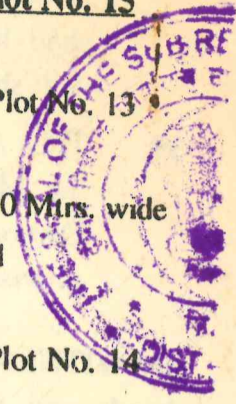
We say Received

For CHAWLA BUILDERS PRIVATE LIMITED

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 :

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



REVERSE SIDE OF THE DOCUMENT

M. V. VORA
Secretary Finance & Company Secretary

Handwritten signature in blue ink, possibly 'R. P. Mehta'.

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.
4. Bath Room will have concealed Plumbing with Indian / English Type WC , Wash Basin , Shower.
5. Bath / Room will have colour glazed tiles upto height of 7'
6. 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.
9. 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.
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.

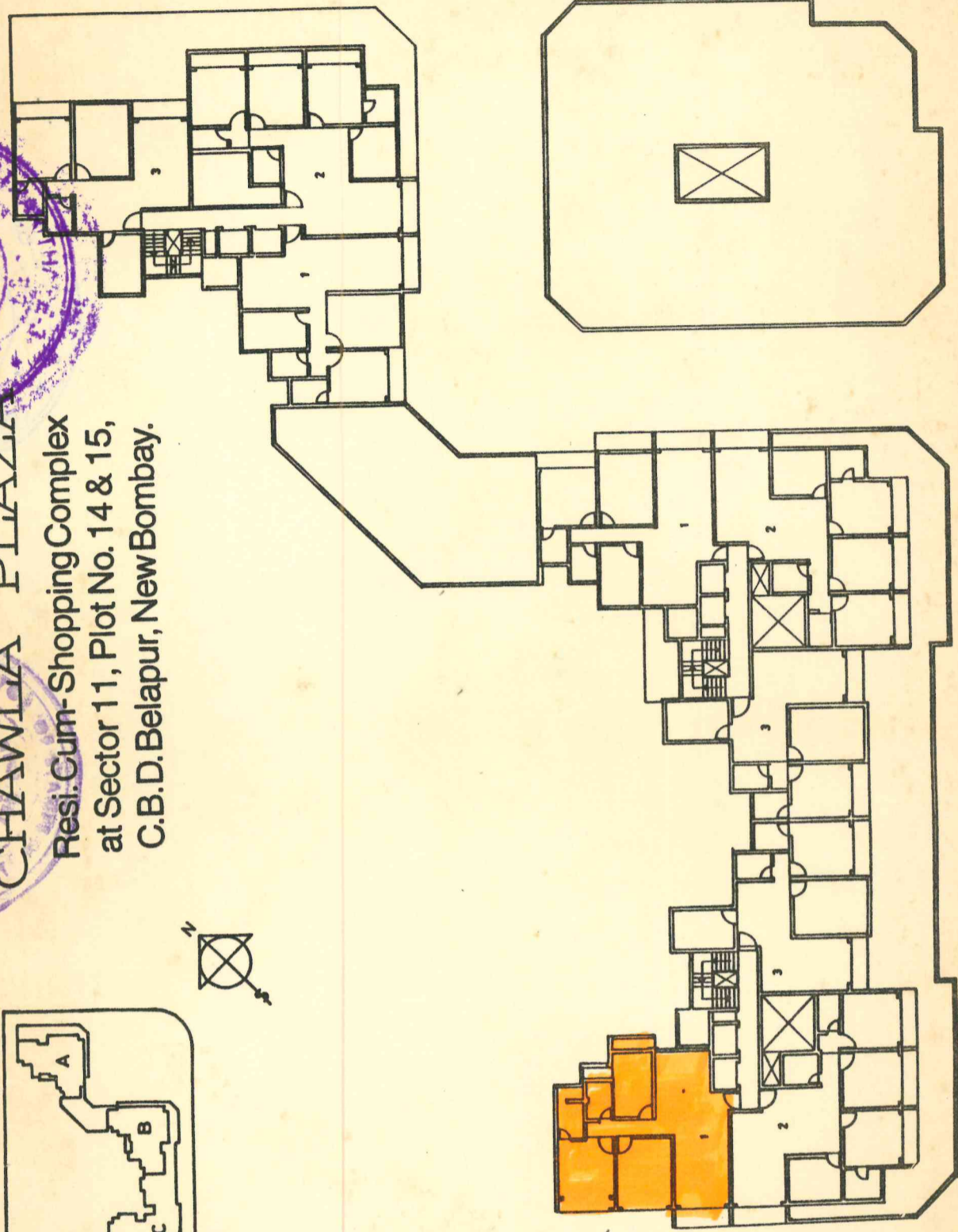
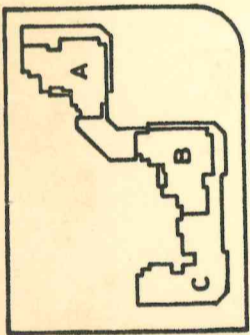






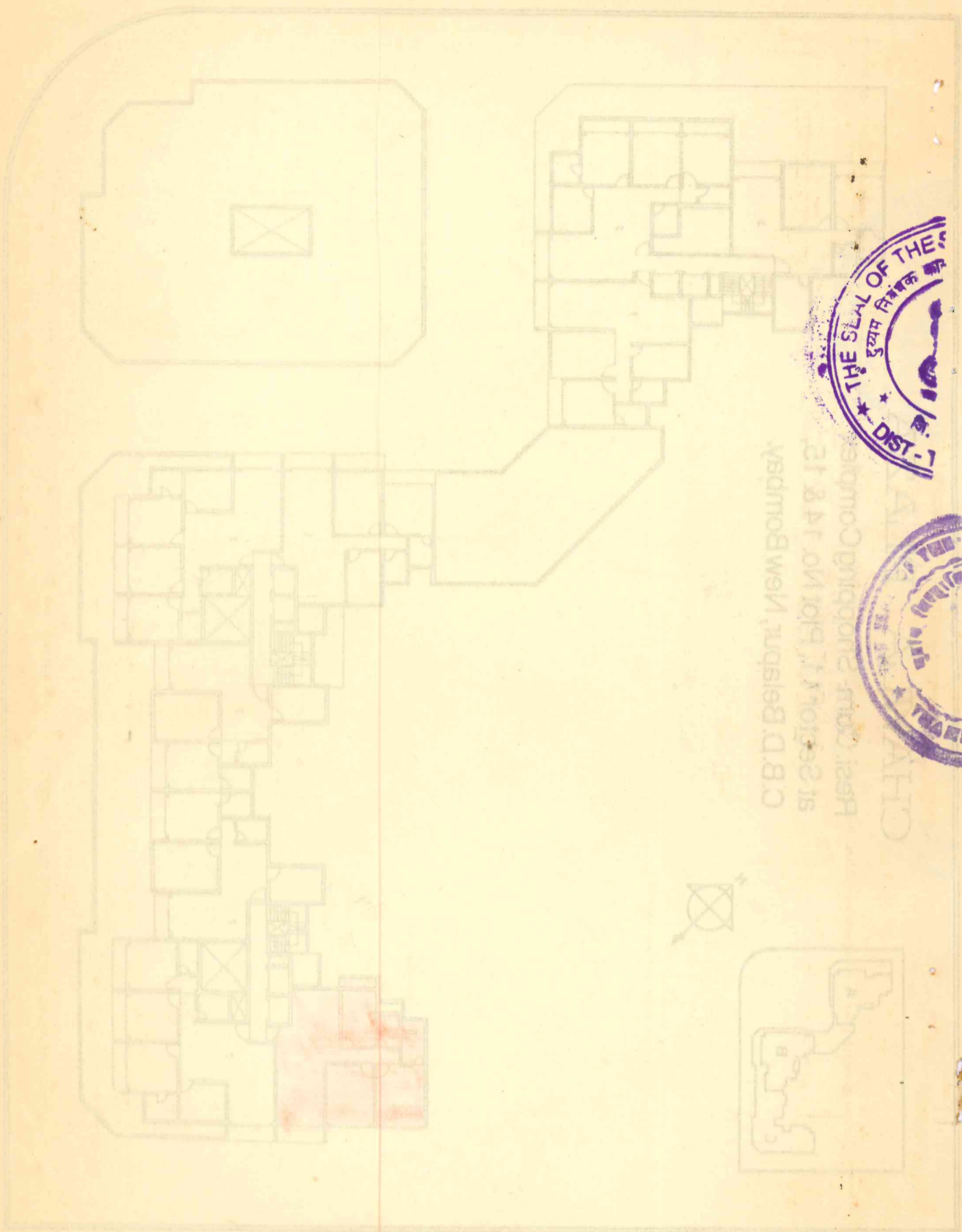
CHAWLA PLAZA

Resi. Cum- Shopping Complex
at Sector 11, Plot No. 14 & 15,
C.B.D. Belapur, New Bombay.



C/301

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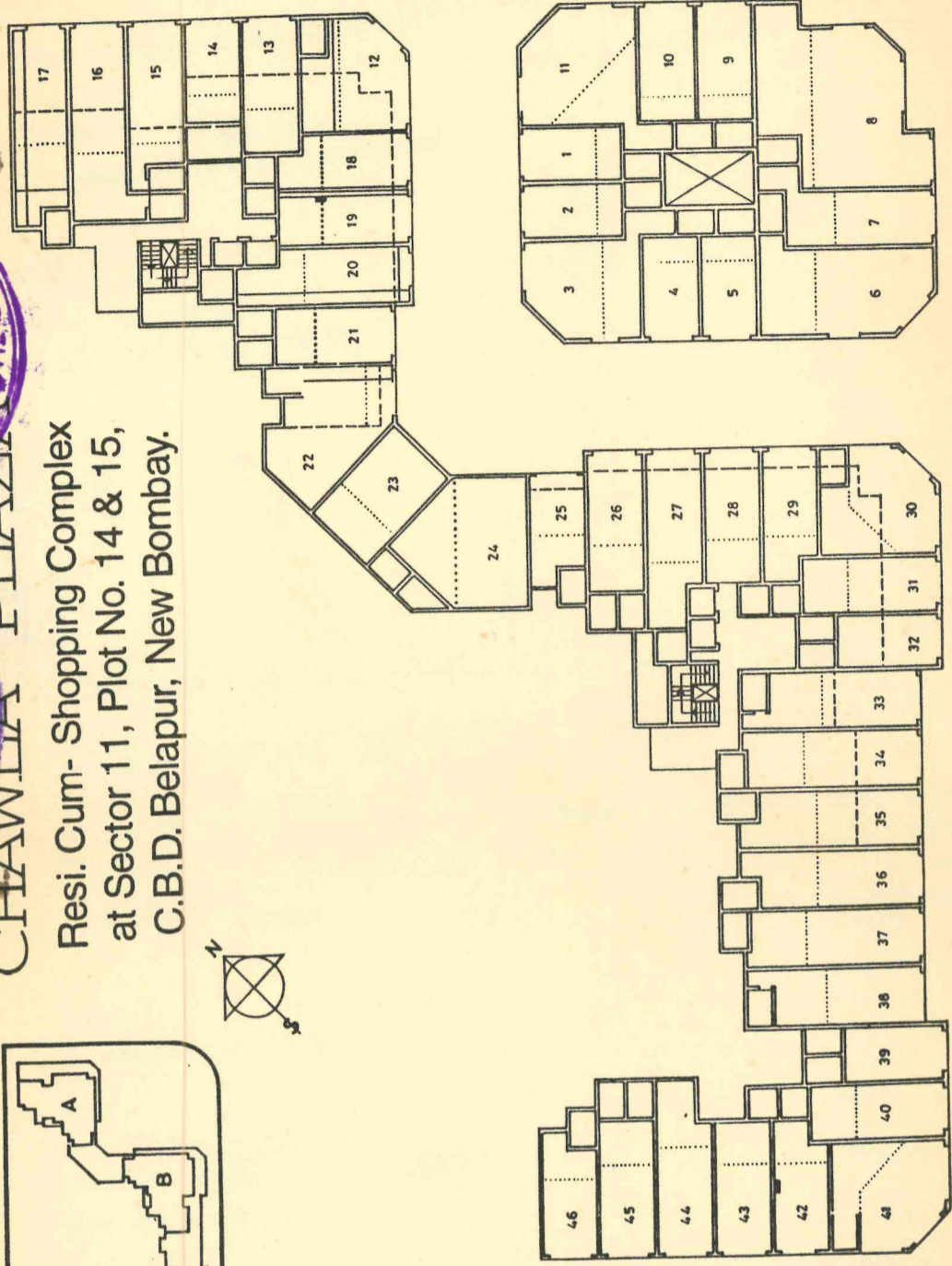
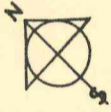
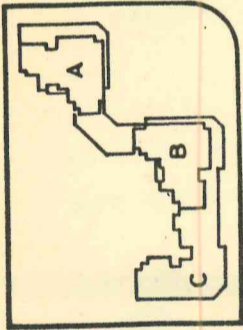
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 Hesi' Cam' Subbbrud Cowbril'

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CHAWLA PLAZA

Resi. Cum- Shopping Complex
at Sector 11, Plot No. 14 & 15,
C.B.D. Belapur, New Bombay.



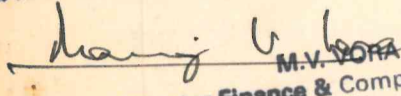
समुद्रम संख्या ४७६६
दिनांक १९९५ के जाने
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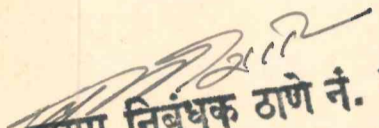


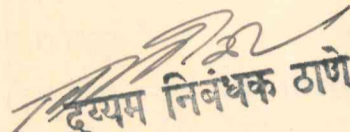
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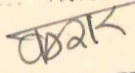


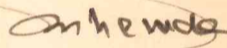
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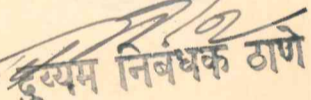
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