



श्री. सुनिल जयकाकर सेठी,
 पम्बदादा प्रभाकर हावामंड विरोधा
 ४९
 २०५
 SWEHAN ENTERPRISES
 १९
 पम्बदादा प्रभाकर हावामंड विरोधा

4 OCT 1997

ARTICLES OF AGREEMENT made at Mumbai this 16th day of December, 1997 BETWEEN M/S. SWEHAN ENTERPRISES, a partnership firm registered under the Indian Partnership Act, 1932 and having their office at 104, Atlanta, 10th Floor, Nariman Point, Mumbai - 400 021, hereinafter referred to as "Swehan" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners for the time being and the last surviving partner and his heirs, executors and administrators) of the One Part AND HUMPHREYS & GLASGOW CONSULTANTS LTD. a Company registered under the provisions of the Companies Act, 1956 and having its registered office at Gammon House, Savarkar Marg, prabhadevi, Mumbai - 400 025, hereinafter referred to as "H & G" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

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WHEREAS :

- (i) H & G are absolutely seized and possessed of or otherwise well and sufficiently entitled to all that pieces or parcels of lands or grounds bearing C.T.S. No. 150 150/1 to 150/10, 202 & 203 and situate, lying and being at Village Kondivita, Andheri (E), Mumbai - 400 059. (hereinafter referred to as "the said property")
- (ii) Upon the approval of development plans by the Municipal Corporation of Greater Mumbai under IOD No. CE/6435/WS/AK dated 26.05.97, H & G are constructing commercial building consisting of ground and five upper floors on the said property.
- (iii) H & G are desirous of constructing additional area to the extent of 600 sq. mts. equivalent to 6458.40 sq.ft. in the said building by utilising further FSI credit by way of "Road TDR" on the said property and therefore approached said Swehan to procure for them from any third party Road TDR to the extent of 600 sq.mts. equivalent to 6458.40 sq.ft. and get the same transferred and incorporated on the said property.

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- (iv) By and under an Agreement of even date made between Celsia Philomena Bocarro and 5 others and the said Swehan, the said Celsia Philomena Bocarro and 5 others have agreed to sell, transfer and assign to said Swehan or its nominee or nominees, the benefit of "Road TDR" to the extent of 600 sq.mts. equivalent to 6458.40 sq.ft. available with them from and out of DRC no. 54/RD under Folio No. TDR/WS/WARD/KE-44 on the terms and conditions and at the price and consideration as more particularly stated in the said Agreement. Copy of the said Agreement together with the Annexures thereto is annexed herewith and marked as Annexure 'A'.
- (v) Swehan therefore agreed to assign the benefit of said "Road TDR" to the extent of 600 sq.mts equivalent to 6458.40 sq.ft. in favour of H & G and has requested said Celsia Philomena Bocarro and 5 others to enter into Agreement with H & G for Transfer/Utilisation of said "Road TDR" and to also execute and sign the necessary Utilisation forms/documents required for effective transfer of the said Road TDR in favour of H & G.
- (vi) H & G has also requested Swehan to take entire responsibility and to carry out and undertake all the activities and functions on its behalf to complete the transaction of acquiring "Road TDR" from said Celsia Philomena Bocarro and 5 others, which said Swehan has agreed to do on the mutually agreed terms and conditions.
- (vii) The Parties hereto are desirous of recording the said terms and conditions into writing.

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

1. The parties hereto agree and confirm that with the intervention and help of said Swehan, H & G would enter into an Agreement for utilisation of "Road TDR" with the said Celsia Philomena Bocarro and 5 other to acquire from them 600 sq.mts. equivalent to 6458.40 sq.ft. of "Road TDR" available with them under DRC Certificate No. 54/RD under Folio No. TDR/WS/WARD/KE-44.

2. Swehan hereby agrees with H & G to take full responsibility and render various services and carry out various activities and functions for and on behalf of H & G in relation to the acquisition of the said "Road TDR" by H & G, the details whereof are set out hereinafter.

3.(I) Swehan agrees and undertakes to obtain and shall obtain the transfer/utilisation of the said Road TDR from Celsia Philomena Bocarro and 5 others in favour of H & G within 75 days from the date hereof.

(II) For the above purpose, Swehan shall do all the things, deeds and matters as many be required and shall diligently follow up the matter with said Celsia Philomena Bocarro and 5 others as also Municipal Corporation of Greater Mumbai and such other persons and authorities as may be necessary.

4. All premiums, charges, fees payable to the Municipal Corporation of Greater Mumbai for the approval of the plans and the utilisation of said "Road TDR" shall be paid and borne by H & G alone.

5. In consideration of Swehan having helped H & G in acquiring the said Road TDR and in further consideration of Swehan undertaking to discharge various obligations in favour of H & G as are contained in this Agreement H & G shall pay to Swehan a sum of Rs.80,73,000/- (Rupees Eighty Lacs Seventy Three Thousand only) in the following manner :-

a) Rs.20,18,250/-

(Rupees Twenty Lacs Eighteen Thousand Two Hundred Fifty only)

As and by way of earnest money or deposit by seven pay orders, six in favour of

- | | |
|-----------------------|-------------------|
| i) Celsia Bocarro | Rs.3,79,245/- |
| ii) Eric Bocarro | Rs. 74,141/- |
| iii) Erika Cunha | Rs.1,33,349/- |
| iv) Norysca Wassoodew | Rs.5,12,592/- |
| v) Sean Wassoodew | Rs.3,20,037/- and |

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vi) Sharena Wassoodew

alias Sharena Fernandes Rs. 74,141/-

aggregating to Rs.14,93,505/- (Rupees Fourteen Lacs Ninety Three Thousand Five Hundred and Five only) and seventh in favour of Swehan for the balance sum of Rs.5,24,745/- (Rupees Five Lacs Twenty Four Thousand Seven Hundred Forty Five only) on or before the execution of this Agreement. (the receipt whereof is admitted and acknowledge by said Swehan and of and from the same and every part thereof doth hereby released and discharged the H & G).

b) Rs.52,47,450/-

(Rupees Fifty Two Lacs Forty Seven Thousand Four Hundred Fifty only)

After the necessary sanction/approval is received from BMC and simultaneously against the said DRC holders and Mr. Sean Wassoodew submitting the original DRC with the BMC for being endorsed in favour of H & G ~~and getting the DRC endorsed in H & G's favour,~~ the H & G shall deposit the amount mentioned in this clause with their Solicitors, M/s. Kanga & Co., having their office at Ready Money Mansion, V.N. Road, Fort, Mumbai - 400 001. With an express and specific authority to the said M/s. Kanga & Co. to pay/disburse the said amount mentioned in this clause within 48 hours from the date on which the said TDR to the extent of 600

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sq.mtrs. equivalent to 6458.4 sq.ft. is duly transferred in favour of said H & G as per the following details :-

i) Celsia Bocarro	Rs.11,37,731/-
ii) Eric Bocarro	Rs. 2,22,426/-
iii) Erika Cunha	Rs. 4,00,046/-
iv) Norysca Wassoodew	Rs.15,37,777/-
v) Sean Wassoodew	Rs. 9,60,110/-
vi) Sharena Fernandes	Rs. 2,22,425/-
vii) Swehan Enterprises	Rs. 7,66,935/-

The amount mentioned in this clause shall be paid to the aforesaid persons within the maximum period of 75 days from the date hereof provided the said TDR to the extent of 600 sq.mtrs. equivalent to 6458.4 sq.ft. are transferred in favour of H & G within the said period of 75 days. It is agreed that H & G would deposit with M/S Kanga & Co. or make the payment mentioned under this clause only after the expiry of 45 days from the date hereof even if the DRC is endorsed in their favour in less than 45 days.

c) Rs.8,07,300/-

(Rupees Eight Lacs Seven Thousand Three Hundred only)

within Seven days from the receipt of IOD/CC from BMC.

6. It is hereby agreed that if the said "Road TDR" is not credited and endorsed on the plot of H & G, within the stipulated period of 75 days from the date hereof then H & G will have the option either to extend the time limit stipulated above or cancel this Agreement and in that event monies paid to said Swehan and others as listed in clause 5 above shall be returned to H & G by Swehan within 7 days.

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

FOR SWEHAN ENTERPRISES

SIGNED, SEALED AND DELIVERED)

by the withinnamed)

M/s. Swehan Enterprises)

in the presence of..)

[Handwritten signature]
Solicitor
H & G

[Handwritten signature]
PARTNER

SIGNED, SEALED AND DELIVERED)

by the withinnamed DR. A.N. DRAVID)

M/s. HUMPHERYS & GLASGOW) x

CONSULTANTS LTD.)

in the presence of MR. M.V. VORA -)

[Handwritten signature]
Adv. & Solicitor
Mumbai

HUMPHERYS & GLASGOW CONSULTANTS LTD.

[Handwritten signature]
MANAGING DIRECTOR

[Handwritten signature]
M.V. VORA

RECEIVED of and from the withinnamed)

H & G, a sum of Rs.20,18,250/- (Rupees)

Twenty Lacs Eighteen Thousand Two)

Hundred and Fifty only) by six pay)

orders all dated 16th December, 1997)

drawn on Indian Overseas Bank.

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7. Swehan agrees to Indemnify and keep H & G indemnified in respect of any dispute which may arise interse between Swehan and said Celsia Philomena Bocarro and 5 others.
8. Swehan agrees to comply with and abide by all the terms and conditions stipulated in the utilisation form which is annexed hereto as Annexure - 'B'.
9. The Stamp Duty if any payable on this Agreement shall be borne and paid by the H & G alone. Both the parties shall pay their respective Advocate's fees incidental to this Agreement.

HUMAN EYE & GLASS COMPANY LTD.

A handwritten signature and initials are present. The signature appears to be 'Swehan' and the initials are 'H & G'. There is a small 'x' mark above the initials.

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As per following details :-

Names	Amount	P.O.No.
i) Celsia Bocarro	Rs.3,79,245/-	755288
ii) Eric Bocarro	Rs. 74,141/-	755289
iii) Erika Cunha	Rs.1,33,349/-	755290
iv)Norysca Wassoodew	Rs.5,12,592/-	755291
v) Sean Wassoodew	Rs.3,20,037/-	755292
vi) Sharena Wassoodew		
alias Sharena Fernandes	Rs. 74,141/-	755293
aggregating to	Rs.14,93,505/-	(Rupees
Fourteen Lacs Ninety Three Thousand Five)
Hundred Five only) and the balance in favour)
of Swehan by cheque for a sum of)
Rs.5,24,745/- (Rupees Five Lacs Twenty Four)
Thousand Seven Hundred Forty Five only))
no.512765 dated 16th Decmeber, 1997 drawn)
on Indian Overseas Bank being the earnest)
deposit payable as per clause 5(a) hereinabove)
written payable by them to us.) Rs.20,18,250/-

Witnesses

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Schicitor,
T.C. 13/12/97

We say received,

For M/s. Swehan Enterprises,


PARTNER



DATED THIS 16th DAY OF DECEMBER, 1997

M/S SWEHAN ENTERPRISES TRANSFERER

AND

M/S HUMPHREYS & GLASGOW TRANSFEREE
CONSULTANT LTD

AGREEMENT FOR SALE

M/S PRAKASH & CO.
ADVOCATES & SOLICITORS

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