

Logos. Bank Kalambo

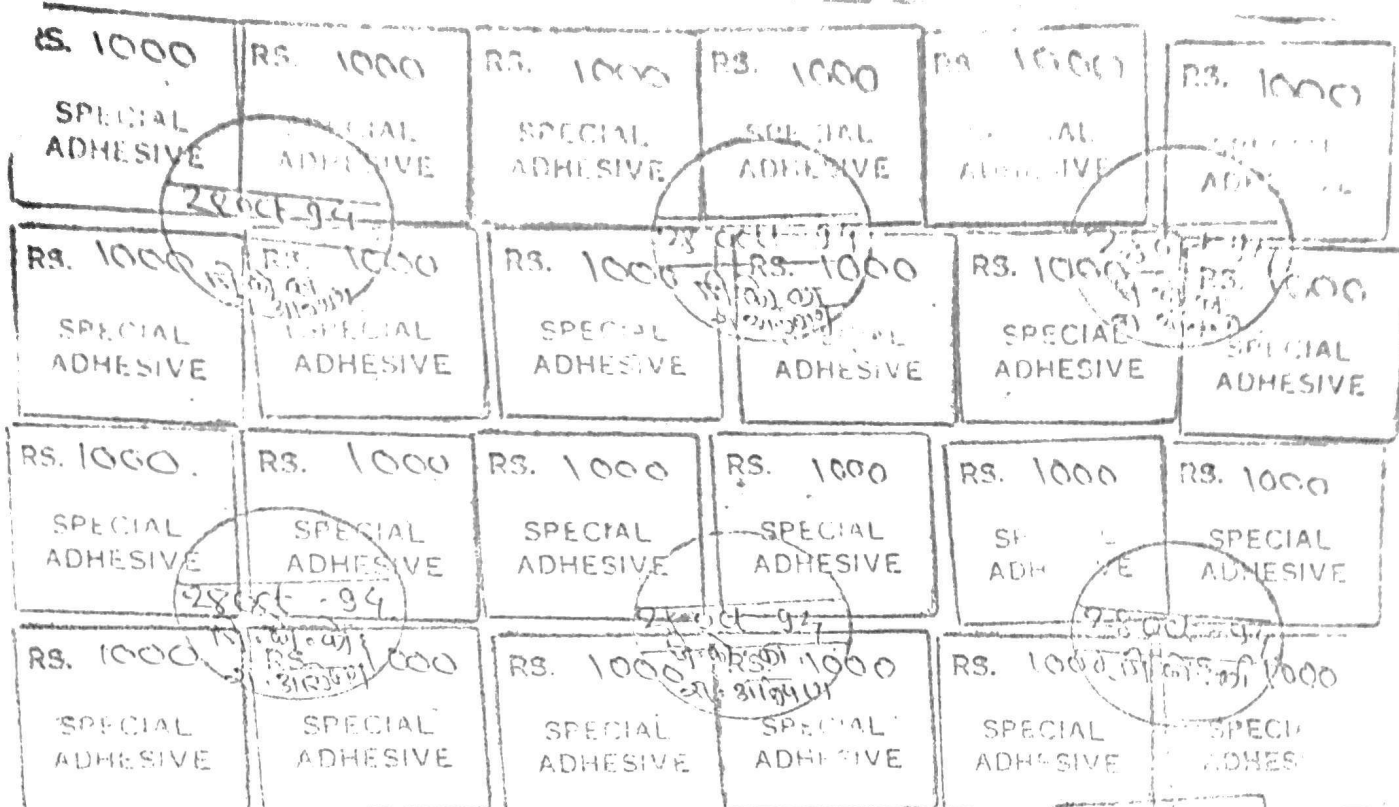
Origini | Sect 2E  
Documents

Shop. 15 - Sector 2E

Shivam Apartments

Kalambari New market

pin 410218



**AGREEMENT FOR SALE**  
 UNIT NO. 15 ON Ground FLOOR

THIS AGREEMENT made at Bombay this 29<sup>th</sup> day of SEPTEMBER in the Christian Year One Thousand Nine

Hundred and Ninety four. BETWEEN SHABI ENTERPRISES a partnership firm registered under the provisions of the Indian

Partnership Act 1932 having its office at 144, Samuel Street, Masjid Bunder, Bombay 400 009 hereinafter called "the Builders"

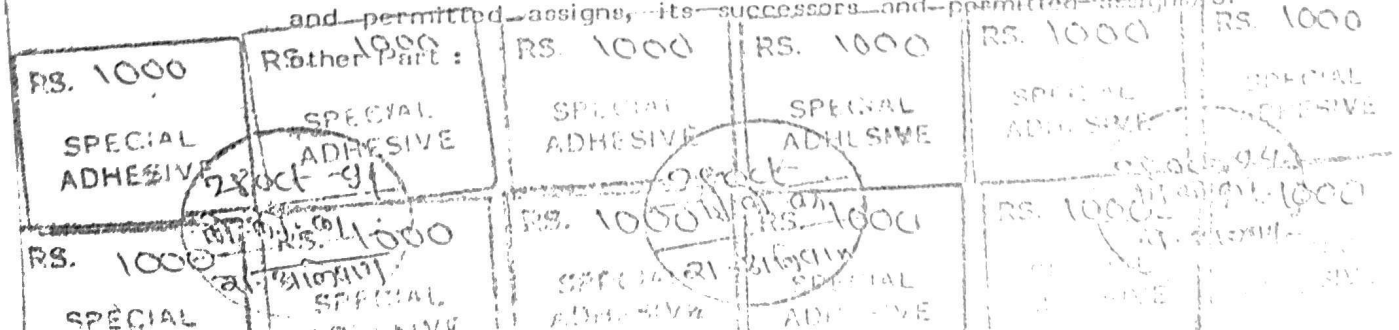
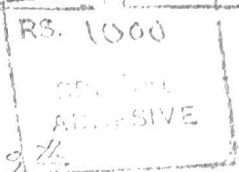
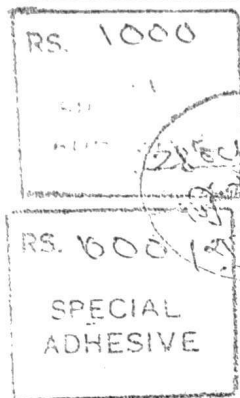
(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being of the said firm, and the heirs executors and administrator of the Surviving Partner) the One Part AND (1) SHRI/

SMT/MESSRS. Venkatesh Balaya Binny having

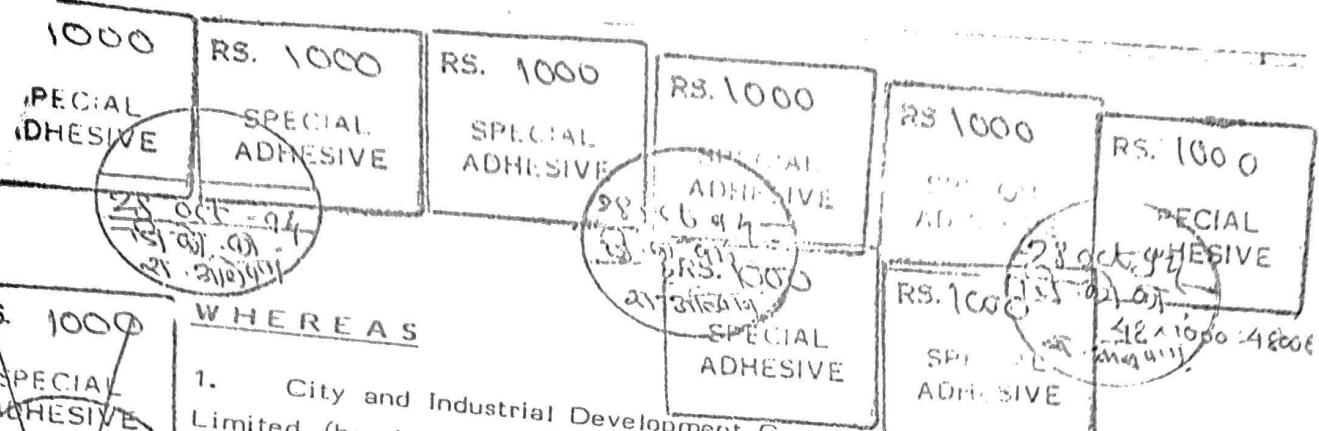
his/her/their its Office/Residential Satyam Apartment address at Fld No 212 on 2nd floor

Kelamboli, Tal. Daulat Dist. RAIGD. hereinafter referred to as "the Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their/his/her/its respective heirs, executors, administrators or the survivors or survivor of them, the heirs, executors and administrators and their successors or successor

and permitted assignee, its successors and permitted assignee) of



sd.-Binny  
 sd.-Arenja



WHEREAS

1. City and Industrial Development Corporation of Maharashtra Limited (hereinafter called "the said Corporation") is the new town development authority declared for the area designation as a site for the new 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 of 1966 (Maharashtra 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.

By a letter of allotment No. CIDCO/MM/294 dated 31st August 1987 issued by the City-and Industrial Development Corporation of Maharashtra Limited, to M/s. Precious Builders and Developers Pvt. Ltd., (hereinafter referred to as the "Pvt. Ltd. Co.") the said Corporation allotted to the Pvt. Ltd. a plot of land bearing Plot No.12 in Sector No.2E Kalamoli, New Bombay, admeasuring 1611.623 sq.metrts or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Property") on the terms and conditions including the 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 hereto and shown thereon surrounded by red coloured boundary lines containing by measurement 1611.623 sq. mtrs. with permission to build to the extent of 1611.623 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 7th April 1988 entered into by the between the said Corporation on the One Part and the Pvt. Ltd. Co., on the Other Part.

sdr- Binny  
sdr- Arenja



5. The said Corporation by its Certificate bearing No. BP/Kalamboli/2E-12/2592 dated 13th September 1988 granting its permission to the Pvt. Ltd. Co. to commence construction on the said property on the terms and conditions set out therein and put the Builders in possession of the said Property.

6. The said Pvt. Ltd. Co., has under an agreement entered into with the Builders herein given the Development Rights to the Builders herein and the Builders herein have taken the Development Rights from the Private Limited Company.

7. The Pvt. Co. Ltd. have got the plans, for constructing a building on the said property, approved by the said Corporation and other connected authorities and have obtained Commencement Certificate in respect thereof from the said Corporation and other concerned authorities and the builders will construct building as per approved plans.

8. The Builders intend to develop the said land by constructing thereon a building or buildings for Ground Floor commercial user for banks/offices/hotels/shops/spaces, upper floors for residential units and sell the same to intended buyers on what is known as ownership basis.

9. 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 said shop/~~flat~~ bearing No. 15 on Ground floor by the Builders on the said property at the price and on the terms and conditions hereinafter appearing.

10. The Certificate of Title dated 2.6.89 1989 issued by Messrs. Gagrat & Co., Advocates and Solicitors, has been inspected by the Purchasers, a copy of which has been annexed to the Agreement and marked Annexure 'A'.

sd/- Binny

sd/- Archia.

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

1. The Builders shall construct for the time being a building of ground and two upper floors on the said property consisting of shops/flats in accordance with the building plans design and specifications approved and sanctioned by the said Corporation and other appropriate authorities which are seen and approved by the Purchasers with such variations and modifications as the Builders deem necessary and proper and as per directions of the said Corporation and other authorities from time to time. The Purchasers hereby agree to such variations and modifications. The Purchaser hereby also agree that should there be any further change affected in the approved plans entitling to 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 declare that they have satisfied themselves about the title of the Builders to the said property and declared that they shall not be entitled to raise any requisition or objection to the same or any matter relating to the title or otherwise whatsoever.

3. The Purchasers hereby agree to purchase and acquire shop/flat No. 15 on the Grd. floor of 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 approved by them for the aggregate sum of Rs. 600000/- (Rupees Six Lacs only).

4. The Purchasers shall pay to the Builders the said sum of Rs. 600000/- in the following manner:-

- (i) Rs. 600000/- 1- (Rupees Six Lacs only) and by way of Earnest Money on the execution of this Agreement, the payment and receipt whereof the Builders hereby admit and acknowledge.

sd/- Binny

sd/- Arenja.

amount, till then paid by the Purchasers shall stand forfeited and the Purchasers 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 conditions, hereof or for any reason whatsoever the Builders shall be entitled to resell said premises to any other person of their choice, at such consideration whatsoever against or in respect of the said rights.

7. Without prejudice to their other rights under the presents and/or in law, the Purchasers shall be liable to pay to the Builders interest at the rate of 24% per annum on all the amounts due and payable by the Purchasers under the presents, if such amount remain unpaid for Ten days or more after becoming due.

8. The Builders will endeavour to hand over possession of the said premises on or before March 1991. If for reasons beyond the control of the Builders (including non-availability of labour, building materials or controlled material or occurrence of flood, riot, war or other inevitable accidents, calamities or circumstances taking place including restrictions on construction work and use of the building materials that may be put by the authorities concerned). the Builders are unable to give possession by the said date, then and in that case and in the absence of any other date 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, A notice shall be given by the Builders to the purchasers to take possession as aforesaid and 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 necessary papers and writings or documents required the formation of the said Society or to be given to various authorities are duly filled in, signed, executed and delivered by the Purchasers.

9. Upon delivery of possession the Purchasers shall be entitled to the use and occupation of the said premises without hinderance but without any further claim at any time as to the workmanship or quality of matters used in the said premises. The Builders

Sd/- Binny

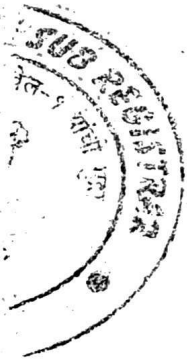
Sd/- Arreja

said premises keep a permanent deposit of Rs. 3,000/- (Rupees Three Thousand only) in respect thereof with the builders without any interest as security for the due payment of their share of the said outgoings.

- (b) The Purchasers shall also, on demand made by the builders in that behalf forthwith pay to them the proportionate share as may be determined by the Builders in their absolute discretion all deposits, security deposits premises and charges that may be required to be paid to the Corporation, Maharashtra State Electricity Board, the said Corporation and other local authorities prevailing at that time.
- (c) After the said Society/Association/Limited Company is formed, the Purchasers will pay their shares of afore said outgoings to the said Society/Association Limited Company after deducting there from all the dues of whatsoever nature payable by the Purchasers to the Builders.
- (d) The Purchasers shall on possession of the said premises being offered to them also bear and pay all 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.
- (e) All taxes, cess, fees, levies and charges electricity, water-pump, common light and Municipal Charges and any increase therein, and up keep 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 Builders in 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

Sd/- Binny

Sd/- Arena.



THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground bearing Plot No.12 is Sector 2E of Kalamboli containing by admeasurement 1611.623 sq.metr. or thereabouts and bounded as follows : that is to say :

On or towards the NORTH by Road 11.00 MTR- wide.

On or towards the SOUTH by Road 20.00 MTR wide.

On or towards the EAST by Housing Colony/Electric Sub-Station and On or towards the WEST by Road 20.00 MTR wide.



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

SIGNED SEALED AND DELIVERED ) For M/s. Shabi Enterprises  
by the withinnamed ) sdi-S.H. Arreja,  
M/s. SHABI ENTERPRISES by ) Partner.  
the hand of its partner )  
Mr. Surinder H. Arreja )  
\_\_\_\_\_ )

in the presence of ..... )  
.... sdi- M.G. Mehta... )  
(M.G. Mehta) )

SIGNED AND DELIVERED by the )  
withinnamed PURCHASERS, )  
Mr. Venkatesh B. Binny )  
\_\_\_\_\_ )  
and \_\_\_\_\_ )  
\_\_\_\_\_ )

V B. Binny  
MR. VENKATESH BALAYA  
BINNY.

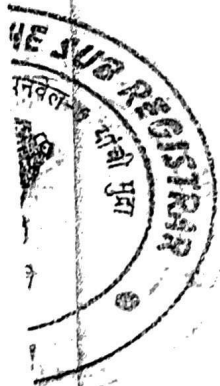
in the presence of ..... )  
.... sdi- M.G. Mehta... )  
(M.G. Mehta) )

RECEIVED of and from the withinnamed )  
Purchasers Mr. Venkatesh B. Binny )  
\_\_\_\_\_ )  
the sum of Rs. 600000/- )  
(Rupees SIX LAKH )  
\_\_\_\_\_ only) )

to be paid by them on execution of this )  
Agreement as earnest money or deposit )  
towards sale of the said premises and )  
Rs. 500/- (Rupees five )  
hundred only) )  
only) towards legal charges. )

Rs 6,00,000/-

WE SAY RECEIVED  
For M/s. Shabi Enterprises  
sdi-S.H. Arreja,  
Partner.



ANNEXURE 'A'

*Gagrat & Co.*

ADVOCATES, SOLICITORS & NOTARIES

ALLI CHAMBERS  
NAGINDAS MASTER ROAD  
FORT, BOMBAY 400 001

TELEPHONE 270057, 270084, 270150  
FACSIMILE 22-277725  
TELEX 11-3695  
TELEGRAMS 'VIGILANT' BOMBAY

ASSOCIATED OFFICES

GAGHAT & CO  
SUPREME COURT ADVOCATES  
PLAZA CHINNA BAZARS  
CONNAUGHT CIRCUS, NEW DELHI 110 001  
PHONE 3322111 TELEX 031-63330 GAGH IN  
TELEGRAMS 'VIGILANT' NEW DELHI

GAGHAT GARDI & CO  
SOLICITORS SUPREME COURT OF ENGLAND  
AFRICA HOUSE  
64/78 KINGSWAY, LONDON WC2B 6BB  
TEL : 01-242 4414  
TELEX 296454  
FAX 01-031 9315

H. A. GAGHAT  
M. P. BIROFF  
J. R. GAGHAT  
A. H. JANI  
A. D. DEBAI  
R. H. KASAI  
H. D. PETIT  
A. C. MEHTA  
R. S. GODIWALA  
R. J. GAGHAT  
V. B. AGARWALA  
P. N. KAPADIA  
M. M. JAYAKAR  
C. A. JANI  
P. A. JANI

OUR REF.

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re. : Plot No.12 in Sector 2E of Kalamboli containing  
by admeasurement 1611.623 sq. metres.

We have investigated the title of M/s. Precious Builders and Developers Private Limited (a Limited Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 507, Sharda Chambers, 15, New Marine Lines, Bombay - 400 020) to the above property and have to state as follows :-

By an Agreement to Lease entered into on 7th April 1988 between the City and Industrial Development Corporation of Maharashtra Limited (hereinafter called CIDCO) of the One Part And the said M/s. Precious Builders and Developers Private Limited of the Other Part CIDCO has agreed to given on lease the above mentioned property to the said M/s. Precious Builders and Developers Private Limited on the said M/s. Precious Builders and Developers Private Limited complying with the terms and conditions thereof. The said lease would be for a period of 60 years from 7th April 1988 at the yearly lease rent of Rs.100/- only. CIDCO has also put the said M/s. Precious Builders and Developers Private Limited in possession of the said property as a licensee to construct a building thereon and accordingly, the said M/s. Precious Builders and Developers Private Limited have entered into an Agreement with M/s. Shabi Enterprises to develop the said property on the terms and conditions as contained in the said Agreement to Lease dated 7th April 1988.

