



Serial No. 892
 Presented at the office of the
 Sub-Registrar of Bombay
 between the hours of 12 Noon
 and 1 P. M. on the 10th March
 1965

For Harikala Construction Co
Haridas m. Bachan
 Partner

[Signature]
 Sub-Registrar of Bombay

Charged fees for :-
 Registration Rs. 3-25
 Copying (folios 2) ,, 0-80
 Do. endorsements ,, 0-80
 Comparing (folios 40.) ,, 1-20
 Filing ,, 1-00
 Postage *dupl.* ,, 1-50

[Signature]
 Total Rs. 8-55
[Signature]
 Sub-Registrar.

AGREEMENT

THIS AGREEMENT made at Bombay this 10th day of March 1965.
 Between Messrs, **HARIKALA CONSTRUCTION CO.**, a partnership firm consisting of
 Shri Haridas Morumal Bachaney and Shrimati Kalawanti Sobhraj Bachaney, both of Bombay
 Hindu Inhabitants hereinafter called "the Party of the First Part" (which expression shall unless
 it be repugnant to the context or meaning thereof mean and include the partner or partners
 for the time being of the said HARIKALA CONSTRUCTION COMPANY and the survivors or
 survivor of them and the heirs, executors and administrators of such survivor their or his
 assigns) of the one Part AND Mrs. Sulabha Vasant Vicharay
 of Bombay
 Inhabitant hereinafter called "the Party of the Second Part" which term shall include his/her
 heirs, executors administrators and assigns) of the other part;

[Handwritten initials]

WHEREAS :

(1) The Party of the First Part have acquired the premises bearing original plot
 No. 24 and final plot No. 648 of the T.P.S. No. III (Mahim Area) more particularly des-
 cribed in the Schedule hereto under lease dated 15th May 1964 (lodged for registration with
 the sub Registrar of Assurances at Bombay under Serial No. 1650 of 1964 of Book No. I)
 from Vallabai Vallabhdas and others for a period of 98 years with an option for renewal for
 a further period of 98 years (a copy of the certificate of Messrs. Bachubhal Munim & Co.

Attorney-at-Law certifying title to the said plot as aforesaid is annexed hereto as Annexure No. 1) and intend shortly to start construction of a building on the said plot in accordance with the plans seen by the party of the second part to be approved by the Municipal Authorities and in accordance with the Municipal Rules and Bye laws

(ii) The Party of the Second Part intends to acquire on what is popularly known as ownership basis Flat/Shop/Garage No. Eight on Third floor in the said building from the Party of the First Part on the terms and conditions hereinafter appearing

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER :-

1. The Party of the First part shall construct a building on the said plot consisting of Shops and Garages on the ground floor and residential flats on the ground, 1st, 2nd and 3rd floors in accordance with the plan designs and specifications seen and approved by the party of the Second part with such variations and modifications as the party of the First Part may in their discretion consider necessary and desirable hereafter.

2. The Party of the Second part hereby agrees to acquire the Flat/Shop/Garage bearing No. Eight on the Third floor of the building hereinafter called the said Flat/Shop/Garage ~~(the plan and specifications of which is annexed as Annexure No. 2)~~ and approved by the Party of the Second part) for the total sum of Rs. 16000/- (sixteen thousand only)

3. The Party of the Second part agrees to discharge the consideration for the acquisition of said Flat/Shop/Garage to be acquired by him/her as under:-

Rs. 1600/- (one thousand six hundred only)

By the payment of 10% of the purchase price as earnest money on execution of this agreement and of the balance of the purchase price in the manner indicated below within Ten days of the receipt of notice by the Party of the Second part from the party of the First part calling upon him/her to make payment of the said moneys viz:

- SW About 25% of the purchase price on the second slab being laid Rs. 4000/- (four thousand only)
- SW About 25% of the purchase price on the fourth slab being laid Rs. 4000/- (four thousand only)
- SW About 25% of the purchase price on the tiles fittings Rs. 4000/- (four thousand only)
- SW About 15% when the premises are ready for occupation. Rs. 2400/- (two thousand four hundred only)

4. The notice referred to in the preceding clause will be sent by the Party of the First part to the Party of the Second part through post under prepaid envelope under certificate of posting at the address hereinbelow given and notice so given will be a sufficient discharge to the party of the First part. For this purpose the name and address of the Party of the Second part shall be as follows:-

Mrs. Sulabha Vasant Vicharay.

5. On default in payment of any instalment by the party of the Second part as aforesaid this agreement shall at the option of the party of the First part come to an end and the amount till then paid by the Party of the Second part shall stand forfeited and the party of the Second part shall have no claim of any nature against the party of the First part. It is expressly agreed by and between the parties of the First part and the Party of the Second part that in respect of the above payments time is the essence of this agreement.

6. The party of the First part shall deliver possession of the said Flat/Shop/Garage to the party of the Second part on the completion of the said building and on the party of the First part getting a completion certificate that the same is ready for use and occupation Provided that the party of the Second part shall have paid to the party of the First part the full amount of the consideration mentioned in clause 3 above and the other

amounts mentioned in clause 9 and shall have executed all necessary papers and documents required to be executed by him for forming and registration of a Co-operative Housing Society.

7. Upon delivery of such possession the party of the Second part shall be entitled to the use and occupation of the said Flat/~~Garage/Shop~~ without hindrance but without any further claim as to any item of work in the said Flat, ~~Garage, Shop, Office~~ building or possession etc. against the party of the First part. The party of the First part expects to deliver possession of the said Flat/~~Shop/Garage~~ to the party of the 2nd part as stated in the preceding clause on or before 30th May 1966 subject however to the materials like cement and iron being available in proper time to complete the said building. In case of any delay in obtaining such materials the date for such possession shall be deemed to have been extended accordingly.

8. Nothing contained in these presents shall be construed as demised or sub demised or transferred or assigned of any interest in law of or in the said land or any part thereof or the building thereon or any part thereof until a Conveyance or assignment of the Lessees right title and interest in the said plot together with the building thereon is executed and registered in favour of a Co-operative Society to be formed as hereinafter provided.

9. The Party of the Second part agrees and binds himself/herself to pay from the date of the aforesaid completion certificate ~~his/her~~ proportionate share as determined by the Party of the First part of all the outgoing in respect of the property including ground rent payable under the said lease insurance, taxes, common lights, sanitation, additions and alterations, repairs, salaries of clerk, bill collectors, chowkidars sweepers and all other expenses necessary and incidental to the property. The Party of the Second part shall before taking possession of the said Flat/~~Shop/Garage~~ keep as deposit a sum of Rs. 800/- as particularised below with the Party of the First part as security for the due compliance by the Party of the Second part with all ~~his/her/their~~ obligations under this agreement. Further until the Municipal taxes are fixed and the exact amount is ascertained the party of the Second part agrees that from the aforesaid date ~~he/she~~ shall regularly pay Rs. ^{as decided by the B.M.C.} towards and on account of ~~his/her~~ share of Municipal Taxes every month in advance to the party of the First part. The Party of the Second part also agrees that from the aforesaid date ~~he/she~~ shall regularly pay to the Party of the First part every month in advance a sum of Rs. ^{as decided by the society to be formed by the (forty) Co. owners and registered there after by them.} approximately towards the account of maintenance expenses and a sum of Rs. 40/- as ~~his/her/their~~ share of the ground rent under the said lease. The security deposit paid by the party of the Second part is not adjustable against any dues from the Second part under this agreement and it will be held as deposit without any interest till the conveyance of the land and building is executed.

Particulars of deposit of Rs. 800/-

- (i) Rs. 250/- for shares to be subscribed of the Co-operative Housing Society to be formed as hereinafter stated.
- (ii) Rs. 1/- entrance fee
- (iii) Rs. 49/- expenses of forming the Society not to be accounted for and
- (iv) Rs. 500/- deposit for Municipal taxes and maintenance charges and ground rent.

10. The party of the Second part shall use the said Flat for the purpose of residence only and the said ~~garage~~ for keeping a motor car, cycle or motorcycle only and the ~~shop~~ for business purposes only for which purpose the said flat/~~shop/garage~~ is agreed to be acquired by ~~him/her~~ and shall maintain ~~his/her~~ said flat/~~shop/garage~~ agreed to be acquired by ~~him/her~~ in the same condition state and order in which it is delivered to ~~him/her~~ at ~~his/her~~ own costs and shall observe the Municipal Rules and Bye-laws. The Party of the Second part shall not act in any manner so as to cause nuisance or annoyance to the occupiers of other flat/~~shop/garage~~ in the said building.

11. The Party of the First part shall be at liberty to sell, assign or otherwise deal with its interest in the aforesaid plot and building.

12. The Party of the First part shall have first lien and charge on the said flat/~~shop/garage~~ to be acquired by the Party of the Second part in respect of any amount liable to be paid by the Party of the Second part under the terms and conditions of this agreement. It

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 is agreed that the Party of the second part shall not sell, transfer or part with ~~his/her~~ flat/
~~shop/garage~~ and shall not let sub let transfer or assign ~~his/her~~ flat/~~shop/garage~~ or ~~his/her~~
 interest therein or part with possession thereof or the benefit of this agreement or any part
 thereof till all ~~his/her~~ dues to the Party of the First part as provided hereinunder are fully
 paid and until ~~he~~ or she has obtained consent of the Party of the First part in writing to
 do so (such consent shall not be unreasonably withheld by the Party of the First part)

13. The party of the 2nd part has read understood and accepted the terms covenants
 and conditions of the hereinbefore recited indenture of lease dated 15th May 1964 and it is
 clearly agreed and understood that the party of the 2nd part agrees to acquire the said flat/
~~shop/garage~~ subject to the terms and conditions contained in said Indenture of lease.

14. That the party of the Second part shall sign all papers, and documents and do
 all other things as the Party of the First part may require him/her to do from time to time
 in this behalf necessary for safeguarding the interest of the flat holders.

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 15. The flat/~~shop/garage~~ holders shall whenever required by the party of the
 First part form a Co-operative Housing Society with the usual prescribed bye-laws with such
 additions and modifications as the Party of the First part may in its absolute discretion think
 proper. The party of the Second part agrees to join the Flat/~~shop/garage~~ holders of
 other flats/~~shops/garages~~ in the the said building and in forming the Society as provided
 hereinabove and shall become a member of the said Society with such rights as are allowed
 to persons holding flats/~~shops/garages~~ and agrees to receive and accept the shares of the
 said Society and that at no time hereafter ~~he/she~~ shall have right to repudiate the allotment
 of the said shares. This agreement shall be treated as an application by the party of the
 Second part for allotment of shares of the said society. The party of the Second part also
 agrees to observe and perform all the rules regulations which the said Society may adopt or
 pass at its inception and from time to time and at all times. The Society will execute in
 favour of each flat/~~shop/garage~~/office holder a lease or sub lease in respect of flat/~~shop/garage~~.
 office held by containing usual covenants and conditions interalia for payment of rent and fore-
 feiture of the lease or sub lease for non-payment thereof.

16. The party of the Second part hereby agrees to observe and perform all the rules
 and regulations which the said Society may adopt at its inception and from time to time
 and at all times for protection maintenance observing and conforming to the Building rules
 and the Municipal Bye-laws and regulations in force and for fully properly vesting the said
 property in the said society and observance of the various stipulations and conditions laid down
 by the said society respecting the use and occupation of the particular tenements by particular
 members and to contribute regularly and punctually towards the expenses to be incurred for
 maintenance and upkeep charges.

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 17. The Party of the Second part further covenants with the Party of the First part
 and through them with the Purchasers of other flats/~~shops/garages~~ that ~~he/she~~ shall not demolish
 or cause to be demolished any structure on the said building or any part or portion of the
 same nor will ~~he/she~~ at any time make or cause to be made any new construction of what-
 soever nature on the said building or any part thereof nor will make any additions or altera-
 tions to the said premises without the previous consent in writing of Party of the First part
 or the said Co-operative Housing Society when formed.

18. The Party of the First part shall execute a conveyance or assignment of the said
 leasehold lands and the building erected thereon in favour of the said society within six
 months from the formation and registration of the said society provided that the party of
 the First part has been paid and received full consideration equivalent to the total of the
 price payable by all the flats/~~shops/garages~~ holders.

19. All the costs and expenses in connection with the formation of the said Co-opera-
 tive Society and the costs of the Conveyance or assignment to be executed by the party of
 the First part in favour of the said society including the professional costs in connection
 therewith shall be borne and paid by the said society.

20. That the Party of the Second part shall at no time demand partition of ~~his/her~~ interest in
 the said plot and building. It being hereby agreed and declared by the Party of the Second Part that
~~his/her~~ interest in the said plot and building is impartible and it is agreed that the party of the First

part shall not be liable to execute assignment or any other document in respect of the said flat/shop/garage in favour of the Party of the Second part.

Handwritten signature

21. That if the Party hereto of the First part is not able to give possession of the said flat/shop/garage to the party hereto of the Second part owing to unavoidable or unforeseen circumstances the Party of the Second Part shall not be entitled to any damages whatsoever, but he/she shall be entitled to receive back forthwith the money paid by him/her to the Party of the First part towards the purchase price of the said flat/shop/garage without interest.

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22. That in case any security deposit is demanded by Water Department of Municipal Corporation before giving the water connection to the proposed building, the Party of the Second Part shall contribute proportionately as determined by the Party of the First part immediately after the notice served by the Party of the First part to the Party of the Second part calling upon him/her to contribute towards the Security Deposit as stated above.



23. The Party of the Second part will not at any time do cause or permit any nuisance in or upon the premises or anything which shall cause unnecessary annoyance inconvenience or disturbances to the occupiers of any other flats/shops/garages and/or the property in the neighbourhood.

24. All letters receipt and/or notices issued by the Party of the First part despatched under Certificate of Posting to the address given to them by the Party of the Second part mentioned hereinabove will be sufficient discharge to the Party of the First Part.

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25. On execution of this agreement the Party of the First part shall pay to Messrs. Sadhana House Agency, General Assurance Building, 3rd floor, Bombay-1 brokerage at the rate of 1% on the purchase price herein mentioned and the Party of the Second part shall pay to the said Sadhana House Agency brokerage at the rate of 2% on the purchase price herein mentioned.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground of the Pension and Tax tenure together with the message tenement or dwelling house standing thereon situate lying and being at Mahim without the Fort of Bombay in the Registration sub-District of Bombay containing by admeasurement 2637.17 Square yards or thereabouts and registered in the books of the Collector of Land Revenue under Old No. 460 New No. A/4252 Old Survey No. Nil, New Survey No. 2/29, Cadastral Survey No. 728 of Mahim Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under G Ward No. 4931 (1-1A-2-3) and 4930 (1-2) and New Street Nos. 18, 18A, 18AA, 18B and 258.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land bearing C. S. No. 728 of Mahim Division in the Registration and District and Sub-District Bombay together with the message tenement or dwelling house standing thereon, situate lying and being at Mahim without the Fort of Bombay and bearing original Plot No. 24 and Final Plot No. 648 under the Final Award of the Town Planning Scheme No. III (Mahim Area) and admeasuring 1915 (One thousand nine Hundred and fifteen) square yards and bounded as follows :-

On or towards North by F. P. Nos. 647A and 647 : on or towards South by Sitaladevi Temple Road (formerly Mahim Bazar Cross Road); On or towards East by proposed 40'-0" wide road and beyond that by F. P. Nos. 640 and 641; on or towards West by F. P. Nos. 649 and 650.

Signed Sealed and Delivered by the withinnamed HARIKALA CONSTRUCTION COMPANY in the presence of...
Mahendra G. Shel

For Harikala Construction Co.
Harikala Construction Co. Partner.
10/8/65

Signed Sealed and Delivered by the withinnamed in the presence of...
172 Kabe

S. W. Chary

shri Hasidas Morumal Bachani, as partner
of m/s Harikala Construction Co. executing party,
21 Indian, Businessman, 3 Sujata, G.B.Rd. Bandra,
admits execution of the so called deed of Agreement
for sale.

† Hasidas. m. Bachani

shri. M. J. Shah, clerk lous Bachoolhai Munim
& Co. sabs Khetwadi.

and known to the Sub-Registrar states that he
knows the above executant and identifies

Date 9 March 1965

Mahendra J. Shah
Sub-Registrar

Smt. Swabha Vasant Vichare, executing party,
28 Indian, Household, 66 G. M. Anobe, B12 Union
House, L. J. X Rd. no. 2, Borivli. admits execution
of the so called deed of Agreement for sale.

Swicharay

shri M. J. Shah, clerk lous Bachoolhai Munim
& Co. sabs Khetwadi

and known to the Sub-Registrar states that he
knows the above executant and identifies

her
26 March 1965

Mahendra J. Shah
Sub-Registrar



Registered No. 892/65 at pages 58 to 62
Volume 367 of Additional Book
No. 1.

Date 7/6/1967

Sub-Registrar of Bombay