

At No. 17 522

Received fees for:-

Presented at the office of the
Sub-Registrar of Bombay
between the hours of 2 P.M. on the 2nd day of Oct. 1973

Registration	Rs 10-00
Copying (folios 1)	" 0-40
Do. endorsements	" 0-80
Comparing (folios 50)	" 1-50
Filing	" 1-00
Postage	" 2-30
Total Rs 16-00	



CRH M
Sub-Registrar of Bombay

CRH M
Sub-Registrar

AGREEMENT

THIS AGREEMENT made at Bombay the 2nd day of Oct. 1973 BETWEEN

ARSARA PROPERTIES PVT. LTD Bombay hereinafter called the party of the First Part
(which expression wherever the context so requires shall mean and include his/her/their heirs, executors
administrators, successors and assigns) of the one part AND **MESSRS INDUSTRIAL ENGINEERING**
CORPORATION by its Prop. **SMT. VASUMARI JAYANTILAL YORA**
residing at **S. Navshri Shanti Co-op Hsg. Soc. Ltd. Hingwala X Lane, Chhatkoper**
also of Bombay hereinafter called the party of the Second Part
(which expression wherever the context so requires shall mean and include their heirs, executors
administrators and assigns) of the other part.

WHEREAS the party hereto of the First part has put in constructing a building on a plot of
land bearing No. 84A & CS. NO. 69 situate at Breach By, Mumbai, Bombay, containing
by admeasurement square yards sq. mts. or thereabouts, hereinafter
referred to as the "said building". The property falls within the jurisdiction of the
City and Bombay Suburban, Mumbai, District and District Bombay
AND WHEREAS by an agreement dated day of the party
hereto of the First Part has agreed to take on lease the aforesaid plot for the remaining period
of years (save and except seven days) commencing from the party
hereto of the Second Part has taken inspection of the said agreement

AND WHEREAS the party hereto of the Second Part has taken inspection of the said agreement
in writing and is fully conversant with the terms and conditions contained therein,
AND WHEREAS the party of the Second Part has agreed to acquire the Office/Shop/Commercial
Unit for residential purpose () only in the said building to be constructed on the
aforesaid plot of land, hereinafter referred to as the "said block" upon the terms and conditions
hereinafter mentioned,

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the party hereto of the First Part have constructed the said building on the aforesaid plot.

2. That the party hereto of the Second Part hereby agrees to acquire the Office / Shop/Commercial
Room No. 101 on the 1st Floor of the said building for the lump sum of
Rs 10,251/- (Rupees Ten Thousand Two hundred fifty one only)

3. That the party hereto of the Second Part agrees to discharge the consideration for the acquisition
of the said block to be acquired by him/her/them as under :-

(a) By payment of Rs 10,251/- (Rupees Ten Thousand Two Hundred Fifty One)
being full purchase price before the execution of this agreement paid
by cheque bearing No. 88/272/71/10012084 dt. 25-4-1973 in Bank of
Baroda, Baroda, Bombay, for which a separate receipt has been
passed.

2

4. Interest at 12% will be paid to the party hereto of the First Part by the party hereto of the Second Part on all the amounts due by him/her/them under this agreement including ground rent, municipal taxes etc. and shall be paid along with every instalment of payment.

5. That on failure of payment of any amount due under this agreement or including ground rent, municipal taxes etc. or any breach being committed of the terms and conditions herein contained or for non-observance thereof by the party hereto of the Second Part, the party hereto of the First Part may, at his option, terminate this agreement in which event the earnest money and all other amounts paid by the party hereto of the Second Part shall stand forfeited Till the whole consideration for acquisition for the above block is discharged by the party hereto of the Second Part the party hereto of the Second Part, shall be deemed merely a licensee

6. That the Possession of the said block shall delivered to the party hereto of the Second Part when the building is ready for use and occupation, provided all the amounts due under this agreement and particularly indicated in clause 3, 8 and 9 hereto are paid by the party hereto of the Second Part to the party hereto of the First Part and all the necessary papers for possession by the party hereto of the Second Part. Upon delivery of such possession, the party hereto of the Second part, paying the dues payable under this agreement including ground rent, municipal taxes and performing and observing all the terms of this agreement and stipulations herein on his/her part contained, shall be entitled to the use and occupation of the said block. That on possession being given to the party hereto of the Second Part, he/she/they shall have no claim whatsoever against the party hereto of the First Part as to any item of work, quality of work and materials etc.

7. That nothing contained in these presents shall be construed as a demise in law of the said block or the said leasehold land or the building thereon or any portion thereof. Such demise to take place only upon the transfer by a formal conveyance, lease or assignment to a limited company or a co-operative society or an incorporated body to be formed as hereinafter agreed.

8. That the party hereto of the Second Part agrees and binds himself/herself/themselves to pay whether formerly demanded or not, to the party hereto of the First Part, his/her/their proportionate share, as determined by the party hereto of the First Part of all the outgoings in respect of the property, viz. ground rent, municipal taxes, water charges, insurance, lift, common lights, repairs, salaries of clerks, bill collectors, chawkidars, liftmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the property. The party hereto of the second part agrees and undertakes to pay the said amount regularly every month in advance and shall not withhold the same for any reason or otherwise. The party hereto of the Second Part shall before delivery of possession of the said block, keep and maintain the following deposits viz. Rs. 250/- as security for the due payment of the said outgoings, Rs. 250/- as deposit for water charges, and Rs. 550/- towards share money and other expenses, with the party hereto of the First Part without any interest. The said deposits shall be transferred by the party hereto of the First Part only to a co-operative society, or a limited company or an incorporated body to be formed as hereinafter agreed subject however to the deduction of the amount, if any, for the time being due by the party hereto of the Second Part to the party hereto of the First part.

9. That the party hereto of the Second Part agrees and bind himself/herself/themselves to pay to the party hereto of the First Part, his/her/their Provisional Monthly Contribution of Rs. _____ towards the aforesaid outgoings from the date of possession of the said block is delivered to him/her/them as provided hereinabove and payable every month regularly in advance till such time as the said property is transferred to a co-operative society or a Limited Company or an Incorporated body as the case may be, and shall not withhold the same for any reason or otherwise

10. That the party hereto of the Second Part shall carry out all internal repairs of his/her/their said block agreed to be acquired by him/her/them at his/her/their cost and maintain it in the same condition, state and order in which it is delivered to him/her/them and that he/she/they shall not do or all the terms of the lease and the sub-lease between the parties hereto and the said block which may be against the rules suffer to be done anything, in or to the said buildings or the said block which may be against the rules and by-laws of the Bombay Municipal Corporation or any other authorities and he/she/they shall be responsible to the Bombay Municipal Corporation and/or any other public authorities for anything in connection with the said building and/or the said block and shall be liable for the consequences thereof.

11. That the party hereto the Second Part shall not let, sub-let, transfer or assign his/her/their block before all his/her/their dues payable under this agreement are paid by the party hereto of the Second Part to the party hereto of the First Part.

12. That the party hereto of the First Part shall, in respect of any amount liable to be paid by the party hereto of the Second Part under this agreement, have a first lien and charge on the said block and/or the right, title and interest, if any, of the party hereto of Second Part in to, upon the block agreed to be acquired by the party hereto of the Second Part.

13. That the party hereto of the Second part shall be bound to sign all papers and documents and do all other things as the party hereto of the First Part may require him/her/them to do from time to time in this behalf for safeguarding the property and interest of other block holders and/or for formation of and/or joining the co-operative society or limited company or other incorporated body and transfer of the property to such co-operative society or limited company or other incorporated body

14. That the party hereto of the Second Part shall not use the said block for any purpose other than for which the said block is agreed to be acquired by him/her/them except with the written permission of the party hereto of the First Part or the limited company or the society when formed.

15. That the party hereto of the Second Part hereby agrees to observe and perform all the rules and regulations which the said company or the 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 laws and regulations in force and for fully and properly vesting the said property in the said company or society and strict observance of the various stipulations and conditions laid down by the said company or society respecting the use and occupation of the particular blocks by particular members for the unexpired residue of the said term of _____ years at the Monthly rent of Rs 494.25 Paisa.

16. That the party hereto of the Second Part shall not store in the said building any goods which are hazardous, combustible, dangerous, too heavy to damage the construction or structure of the building or objected to by the local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the building including his/her/their block and shall not keep or cause to be kept any dust bin and/or packages or articles etc. in the front of his/her/their entrance of the block and/or common spaces and passages and staircases of the building and the party hereto of the Second Part shall be liable for the consequences of breach of this clause.

17. That if the party hereto of the First Part is not able to give possession of the said block to the party hereto of the Second Part owing to unavoidable circumstances, the party hereto of the Second Part shall not be entitled to any damages whatsoever, but he/she/they shall be entitled to receive back the money paid by him/her/them to the party hereto of the First Part towards the price of the said block without interest.

18. That the party hereto of the Second Part along with the rest of the acquirers of the blocks in the said building will form and join a limited company or co-operative society or any other incorporated body as the party hereto of the First Part may decide and the party hereto of the Second Part agrees to join such limited company or co-operative society or incorporated body and on formation the limited company or co-operative society or incorporated body and after the completion of the building and on receipt by the party hereto of the First Part of the full price of all the blocks, the party hereto of the First Part shall transfer and assign all his right, title and interest in the said plot and in the building thereon or the lease in respect of the said plot and the building thereon in favour of the said company or the society as the case may be, with a clear title free from all incumbrances. The document of transfer of the said property shall be prepared by the Attorneys of the party hereto of the First Part. All the cost and expenses in connection with formation of a limited company or co-operative Society or incorporated body as well as the costs of preparing, engrossing, and stamping the assignment, transfer or lease required to be executed by the party hereto of the First Part as well as the professional costs of the party hereto of the First Part in preparing or approving such documents shall be borne by block holders and/or members of such co-operative society, limited company or incorporated body as the case may be.

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

SIGNED AND DELIVERED by the

within named party of the First Part

in the presence of :-

SIGNED AND DELIVERED by the

within named party of the Second Part

in the presence of :-

FOR APSARA PROPERTIES PRIVATE LTD.
G. J. Shetty
DIRECTOR

Telephone No.
Address :

