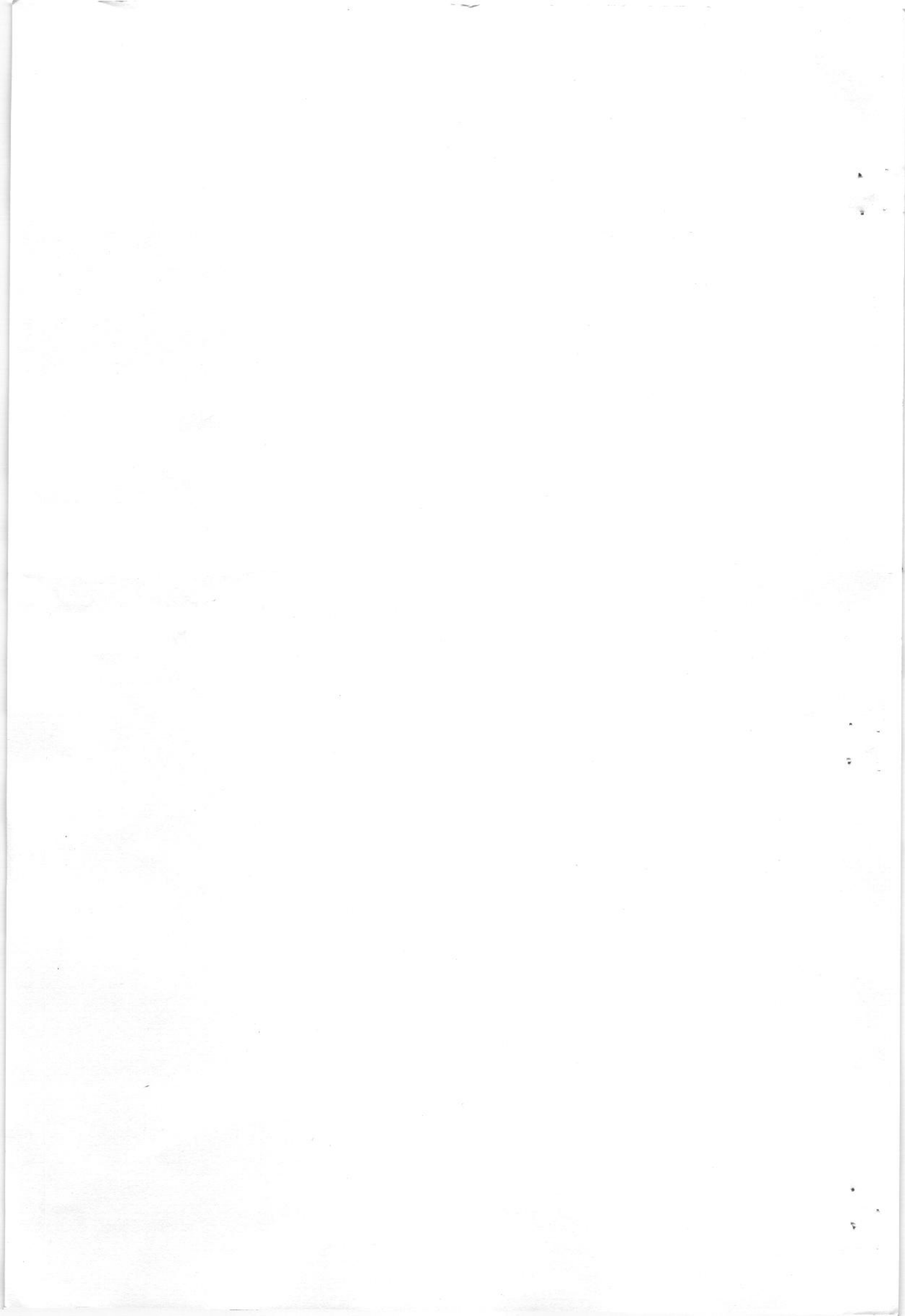


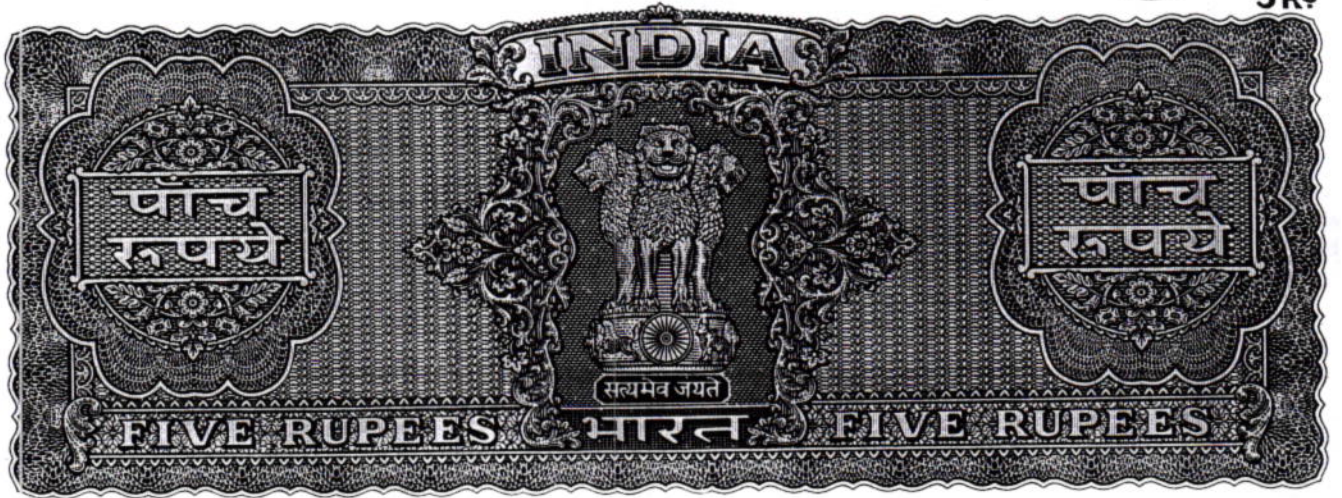
O/c Agreement between  
N.A.R. Papayachi  
&  
V. D. Sanghavi  
DT: 27/06/1979  
(original)

PAPAYACHI TO V. D. SANGHAVI (3)



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5RS



ANNEXURE IS NOT REGISTERED

क्रमांक 5791  
 प्रधान मुद्रांक कार्यालय  
 मुद्रांक नं. १  
 दिल्ली

30 MAY 1979



श्रीवृत्त/श्रीमती/सर्वपति N. A.R. Papayee Achi  
 श्रीवृत्त/श्रीमती/सर्वपति मुद्रांक नं. ...  
 दिनांक

बवई - ३
१०१२ / १६
म २००९

THIS AGREEMENT made this 27 day of June 1979 BETWEEN Mrs. N. AR. PAPAYEE ACHI, Indian Inhabitant (hereinafter called "the VENDOR" ) of the FIRST PART AND Mr. VIRENDRA DALPATRAM SANGHAVI, Indian Inhabitant (hereinafter called "the PURCHASER" ) which terms shall include his legal heirs, assigns, trustees, etc. of the said Purchaser of the SECOND PART :

WHEREAS, pursuant to an offer made by the Crystal Co-Operative Housing Society Ltd., a Society registered under the Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG/606 of 1964 on the 30th day of March, 1964 and having its Registered office at "Crystal", 36, Altamount Road, Bombay - 400 026 (hereinafter referred to as "the Society" ) ONE MRS. GOPI J. THADHANI had purchased from the said Society all that the piece of land comprising Flat No. 4-A, admeasuring

50. 10. 1/2 sq. ft.  
 V. D. Sanghani ...2.

A.V = 1,60,000/-

Certificate s/s. 41 of the Bombay Stamp Act, 1958.

No. Ad. Cosm/94/4633/08

ca/14173/08

Office of the Collector of Stamps  
Dated 01/12/2008

Received from Shri M. D. Sanghvi  
resident of ... Mumbai ... Twenty Thousand only.

Insufficient Stamp duty of Rs. 20,000/-  
vide challan No. 3132 dated 13/10/2008  
chargeable under article 25(b) of schedule I of Bombay Stamp Act, 1958

Certified under Section 41 of the Bombay Stamp Act, 1958 that the tax or duty of Rs. 20,000/- and amount of Rs. 500/- fire Hazard only under section 25(b) have been paid in accordance with the provisions of section 53-A of the Bombay Stamp Act, 1958.

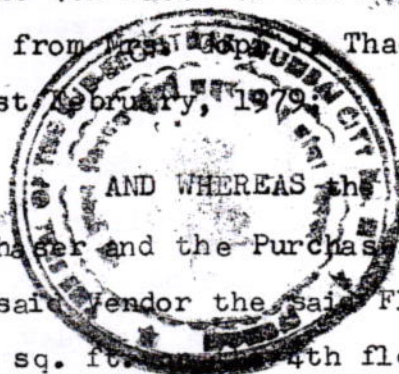
This certificate is subject to the provisions of section 53-A of the Bombay Stamp Act, 1958.  
Place C.S.O. Mumbai  
Date 01/12/2008  
Collector of Stamps  
Mumbai



about 1008 sq. ft. on the 4th floor of the Building of the said Society known as "CRYSTAL" situated at 36, Altamont Road, Bombay at or for the price and on the terms and conditions therein mentioned upon depositing with the said Society a sum of Rs.66,064/- (Rupees Sixty-Six thousand and Sixty-Four only);

9092 AND WHEREAS  
stated hereinbefore

the said N. AR. Papayee Achi as was allotted on 3-4-1979 a Flat No.4-A on the 4th floor of the said Society, on purchasing the Flat from Mrs. ... Thadhani by payment of Rs.1,50,000/- on 1st February, 1979.



AND WHEREAS the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the said Vendor the said Flat No. 4-A, admeasuring about 1008 sq. ft. on the 4th floor of the said Building known as "Crystal" at or for the price of Rs.1,60,000/- (Rupees-One Lakh and Sixty Thousand only) upon the terms and conditions hereinafter appearing;

...3.  
U D. Sangham

AND WHEREAS the Vendor declares that he is a Member of the said Crystal Co-Operative Society Ltd. and holds 5 Shares of Rs. 50/- each of the said Society bearing Specific Nos. 76 to 80 respectively under Share Certificate No. 16 dated 25-9-1964;

AND WHEREAS the Vendor has agreed to sell and transfer all that his share, rights, title and interest in the said Flat No.4-A on the 4th floor of the said Building known as "Crystal" and in the said Shares of the said Society and the Purchaser have agreed to purchase and take over all that said share, right, title and interest in the said Flat No.4-A on the 4th floor of the said building known as "Crystal" and the said 5 Shares of the said Society as the absolute owner thereof on the terms and conditions hereinafter appearing;



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

1. The consideration of the sale and transfer of all that the share, right, title and interest of the Vendor in the said Flat No.4-A measuring 1008 sq. ft. on the 4th floor of the said building, known as "Crystal" situated at 36, Alton Road, Bombay 400 026 is Rs.1,60,000/- (Rupees One Lakh and Sixty Thousand only) and shall be paid by the Purchaser to the Vendor and vacant and peaceful possession of the said flat will be given by the Vendor to the Purchaser and the said sale and transfer shall be free from all encumbrances, claims and demands of any nature whatsoever. The consideration of Rs.1,60,000/- (Rupees One Lakh and Sixty Thousand only)



59. 20. 2008  
V. D. Sangham ...4.

is inclusive of Rs.10,000/- (Rupees Ten Thousand only) paid already by Purchaser to the Vendor as an advance towards purchase of said Flat No.4-A, Crystal, as per Agreement dated 11th May, 1979, wherein the Vendor agreed to sell the Flat at above mentioned price.

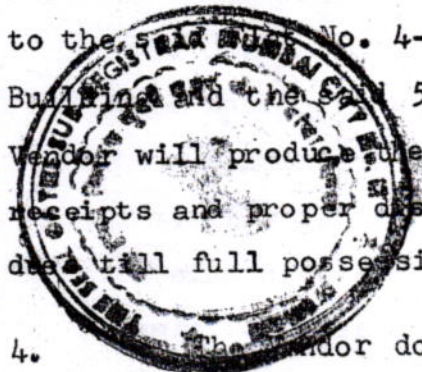
2. The Vendor will sign and execute from time to time and at all times all such documents, deeds and writings including the transfer forms, applications and other requisite forms and papers, declaration, deeds and writing as may be necessary or expedient and required in Law for more perfectly assigning and transferring the full benefits and advantages of this Agreement in favour of the Purchaser or his nominee or nominees. The Vendor will also procure the transfer of the said Deposit of Rs.66,064/- (Rupees Sixty-Six thousand and Sixty-Four) only together with sinking fund and advance tax deposit etc. made with the Society to the name of the Purchaser upon the execution of these presents.



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The Vendor will hand over to the Purchaser all the other documents, writings, receipts, vouchers, papers, certificates, pass-books, etc. of or relating to the Flat No. 4-A on the 4th Floor of the said Building and the said 5 Shares of the said Society. The Vendor will produce the latest paid-up receipt or receipts and proper discharges of the said Society's dues till full possession is given to the Purchaser.

4. The Vendor doth hereby agree and confirm that there are at present no outstanding claims and/or disputes with respect to the said Flat No. 4-A on the 4th floor



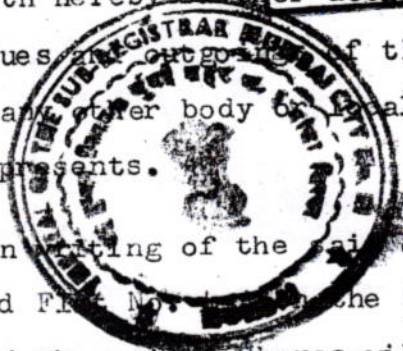
...5.  
U. D. Sanghavi

of the said Building nor has she done any other act, deed, matter or thing or omission nor has he created any other liability nor has he encumbered or charged his share, right, title and interest whatsoever in respect of the said Flat No. 4-A and that he has full right and absolute authority to effect those presents and to assign and transfer the said Flat to the Purchaser.

5. The Vendor doth hereby declare that she has not entered into any other agreement, writing, or contract with any person or persons or a party in respect of the said Flat No. 4-A, on the 4th floor of the said building nor has he done any other act, deed, matter or thing or omission nor has he created any other liability nor has he encumbered or charged his share right, title and interest whatsoever in respect of the said Flat No. 4-A and that he has full right and absolute authority to effect those presents and to assign and transfer the said flat to the Purchaser.

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6. The Vendor doth hereby further declare that she has only paid all the dues of the said Society, government or any other body of legal authority upto the date of these presents.



7. The consent in writing of the said Society for the transfer of the said Flat No. 4-A on the 4th floor of the said building and the said Shares will be obtained by the Vendor at his own cost and the original thereof will be handed over by the Vendor to the Purchaser. The Vendor will put the Purchaser in vacant and peaceful possession of the said entire Flat No. 4-A on the 4th floor of the said building immediately on the execution

...6.  
V. J. Sanghani

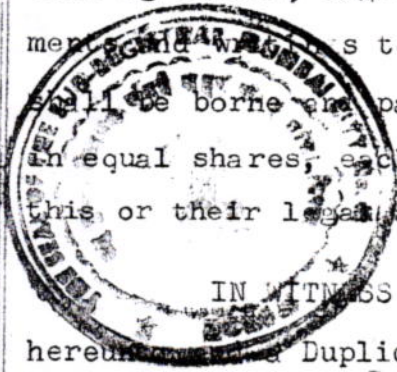


of this Agreement, time being of the essence of the contract, and till such time as the said Society's sanction is obtained by the Vendor and the Purchaser are made and recognised as members of the said Society in place and stood of the Vendor, the Purchaser will be entitled to continue in use and occupation of the said Flat premises.

8. The Purchaser shall pay to the said Society contribution and all other outgoings from and after the possession is given of the said Flat by the Vendor and keep the Vendor indemnified against all contributions, outgoings, costs, charges, expenses and damages in respect thereof.

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9. The Purchaser shall be bound to abide by all Rules, Regulations and Bye-laws of the said Society.

10. All out-of pocket expenses of and incidental to this Agreement, in Duplicate and any other deeds, documents to complete the sale of the said flat shall be borne and paid by the Vendor and the Purchaser in equal shares; each party shall, however, bear and pay this or their legal advisers' costs,



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and subscribed their respective hands the day and year first hereinabove written, along with Schedule mentioned herebelow

57. 21 @ 24 24 24 24 24 24  
SIGNED ....

SCHEDULE  
U. J. Sanghavi  
C.S. No. 627 of Malabar/Cumballa Hill Division  
under 'D' Ward.





SIGNED AND DELIVERED by the )  
withinnamed the VENDOR, )  
Mrs. N. AR. PAPAYEE ACHI, ) न. अ. पापय्ये अची  
in the presence of ... ) (Mrs.N.AR.PAPAYEE ACHI)

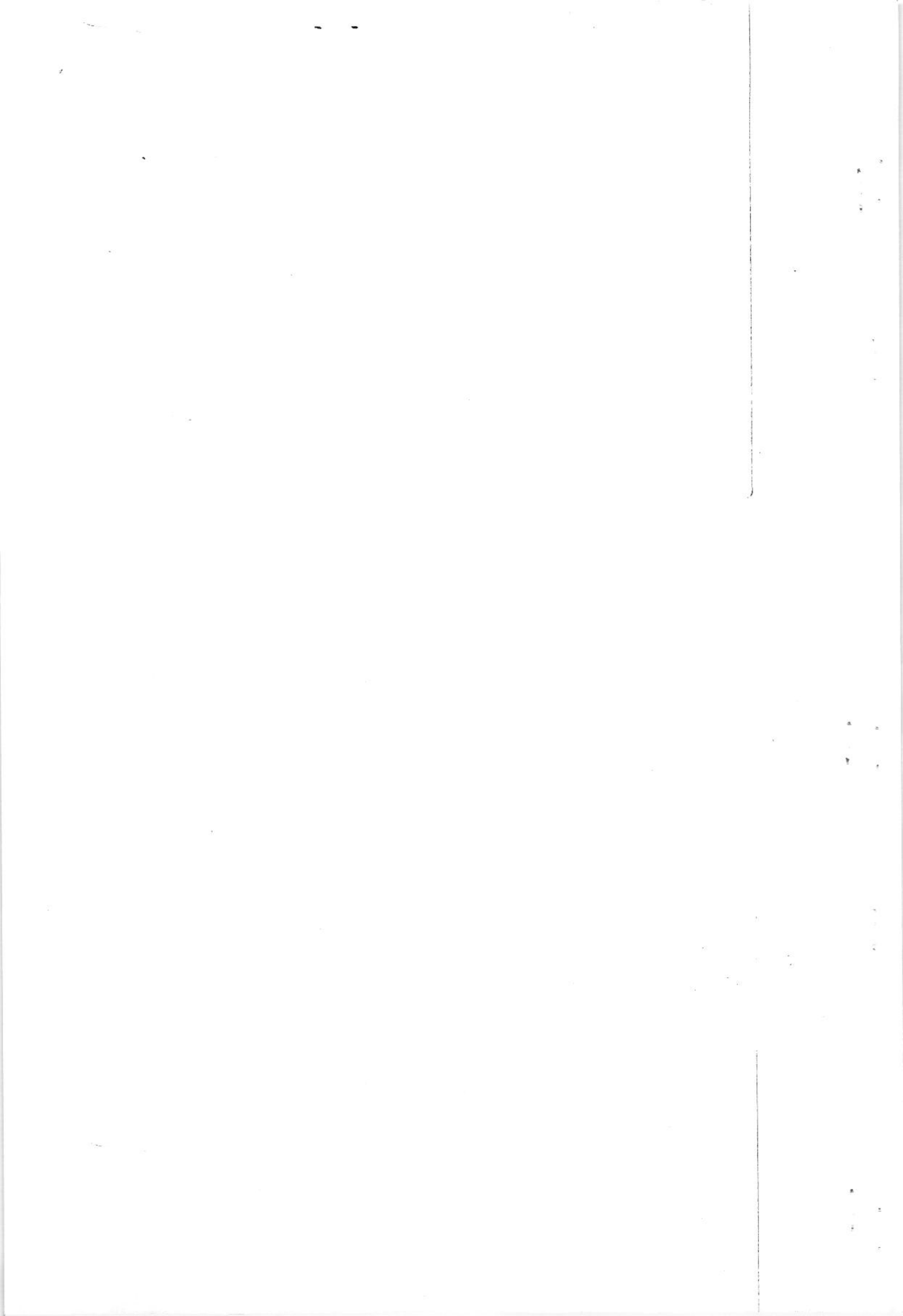
1. m.m. amech
2. K.R. B. ...

SIGNED AND DELIVERED by the )  
withinnamed the PURCHASER, )  
Mr. VIRENDRA DALPATRAM SANGHAVI, ) V. D. Sanghavi  
in the presence of ... ) (Mr.VIRENDRA DALPATRAM SANGHAVI)

1. 1000
2. Mr. V. Sanghavi

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१०१२ / ११
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DATED THIS                      DAY OF                      1979  
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11.28

B E T W E E N

MRS. N. AR. PAPAYEE ACHI.

A  
N  
D

MR. VIRENDRA DALPATRAM SANGHAVI

: A G R E E M E N T :

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