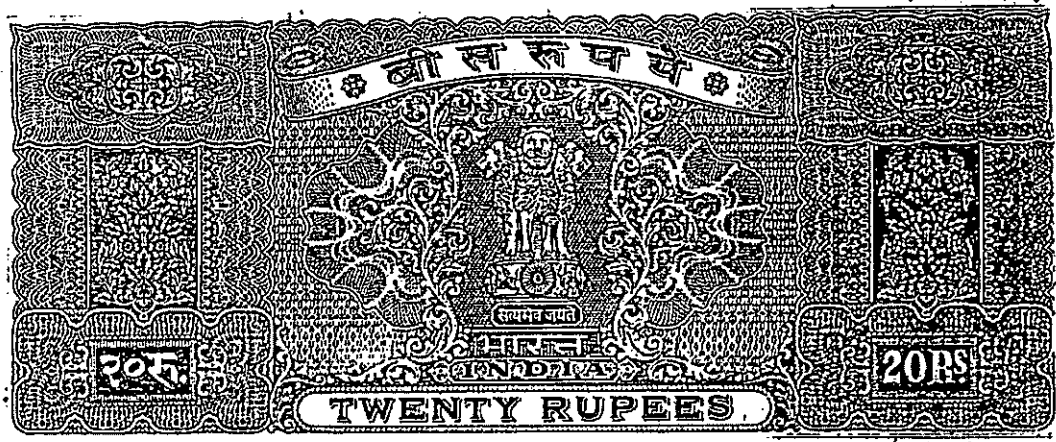


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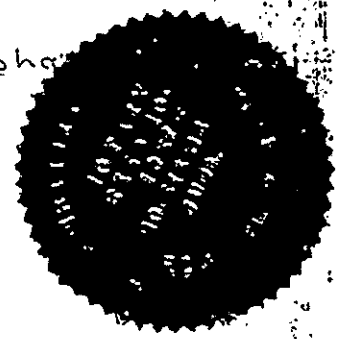


10 OCT 1994



मौ. भाग्या य. पाणि...  
परचा...  
क्रमा. 5892  
संख्या...  
दिनांक 20/10/94

Dinesh Shah  
सुभाष निदेश



SALE DEED

H.A. Shah  
Y.U.D. Desai

SALE DEED made at Bombay this 19<sup>th</sup> day of Oct. 1994

BETWEEN: (1) SMT. HEMANGI MAHENDRA SHAH AND (2) SHRI MAHENDRA S. SHAH residing at of Govind Niwas, Sarojini Road, Vile parle (W), Bombay - 400 056. hereinafter called "the Vendors" of the First Part and SHRI DINESH SHANTILAL DESAI & SMT. URMILA DINESH DESAI residing at Sujal, Flat no. 602, Cottage Lane, S.V. Road, Santa Cruz (W), Bombay - 400 054. hereinafter called "the Purchasers" of the Other Part and reference to the parties hereto shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators, and assigns;

H.A. Shah  
Urmila

Dinesh Shah  
Y.U.D. Desai

H.A. Shah

COLLECTOR

Date  
Receipt No.  
No. of  
No. of



H520715 514135

DDT Receipt No. 42 Date 16/12/97  
No. 256/95/13755  
GENERAL STAMP OF I.T. Bombay  
21-2-97

ADT NO: 256/95/8834  
21/12/97

RECEIVED From Dinesh S. Desai

Other  
Duty Rupees 586600/- five lacs Eighty  
Six thousand six hundred only

Act 1958, that  
Five lacs Eighty Six thousand Six  
hundred only  
Two hundred fifty

have been paid in respect of the instrument.

Dr by

*[Signature]*  
COLLECTOR 21/12/97

WHEREAS the Vendors are registered members of the Sujal Co-operative Housing Society Limited (hereinafter referred to as "the said Society") and are the absolute owners of 5 (Five) Shares of the face value of Rs. 50/- (Rupees Fifty Only) each of the aggregate value of Rs. 250/- (Rupees Two Hundred Fifty only) bearing distinctive numbers 51 to 55 (both inclusive) hereinafter referred to as "the said shares" under Share Certificate No. 11 dated 07/02/90 issued by the said Society and the Share Certificate stands in the names of the Vendors:

AND WHEREAS as such members the Vendors have been absolutely seized possessed of and otherwise well and sufficiently entitled to flat no. 601 admeasuring 555 sq. feet carpet area & 201 sq. Feet (Terrace) or thereabouts on the 6th floor as the "the said premises" in the building named and known as "Hema" situated at Cottage Lane, S. V. Road, Santacruz (W), Bombay - 400 054.

AND WHEREAS the Vendors had by an Agreement dated 27/07/94 agreed to sell, transfer and assign to the Purchasers and the Purchasers had agreed to purchase from the Vendors the said 5 shares held by them in said Society and as incidental thereto to sell, transfer and assign all the beneficial right, title and interest of the Vendors in the said premises together with the right of use and occupancy thereof at or for the price of Rs. 63,91,000/- (Rupees Sixty Three Lakhs Ninty One Thousand Only) subject to the "No Objection Certificate" of the Appropriate Authority under Chapter XX C of the Income-Tax Act, 1961;

AND WHEREAS the NOC, bearing No. 15571/94-95 dated 23/09/94 has been received.

AND WHEREAS the full payment of the price has been made;

x H.M. Ghosh  
x Anand

2

x V. S. Desai  
x V. S. Desai

*H.H. Shah*  
*G. D. Jary*

AND WHEREAS the vacant and peaceful possession of the said premises has been handed over on 13<sup>th</sup> Oct. 1954;

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Deed in writing.



NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-



1. The Vendors hereby sells, transfers and assigns, and the purchasers hereby purchases and acquires the said 5 Shares bearing No. 51 to 55 and the said Flat No. 601 on the 6<sup>th</sup> Floor, in the building known as "Hema", situated at S. V. Road, Santacruz (w), Bombay - 400 054 (at or for the price Rs. 63,91,000/- (Rupees Sixty Three Lakhs Ninty One Thousand Only).
2. The Vendors have applied to get the purchasers admitted and enrolled as members of the said Sujal Co-operative Housing Society Ltd., and as owners of the flat in the records of the Society and has executed in favour of the purchasers such documents for enrolment as may be required by the purchasers for vesting the flat in the name of the purchasers.
3. The Vendors have handed over possession of the said premises to the purchasers and have received the full price in accordance with this Deed.
4. The purchasers has paid to the Vendors Rs. 63,91,000/- (Rupees Sixty Three Lakhs Ninty One Thousand Only) in full consideration of the sale of shares and premises.

*H.H. Shah*  
*anandlal*

*G. D. Jary*  
*G. D. Jary*

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5. The Vendors hereby covenant with the purchasers as follows

i) that the Vendors are the sole and absolute owners of the said shares and the said premises and no other person or persons has or have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said premises, either by way of sale, charges, lien, gift, trust, lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the purchasers.

ii) that the Vendors have not created any charge or encumbrance of whatsoever nature in respect of the said premises more or the said shares and the said premises subject matter of any litigation nor are the same or any of them attached in execution any tenancy or leave and licence or any right in favour of anyone in respect of the said premises;

iii) that the Vendors have duly observed and performed the rules and regulation and bye-laws of the said Society and have paid upto date their contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by them in respect of the said premises.

iv) that the Vendors shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers, if

H. H. Shah

*[Handwritten signature]*

\* *[Handwritten signature]*

\* *[Handwritten signature]*

any for more perfectly securing, assuring and effectually transferring the said shares and the said premises unto to the use of the purchasers for ever.

v) that the Vendors shall indemnify and keep indemnified the purchasers from and against all actions, claims, demands, costs, charges and expenses, etc. claimed as falling due prior to the date of handing over possession of the said shares and premises.

vi) the Vendors undertake to get transferred to the name of the purchasers the said 5 Shares bearing Nos. 51 to 55 in the said Surjal Co-operative Housing Society Ltd., standing in the name of the Vendors.

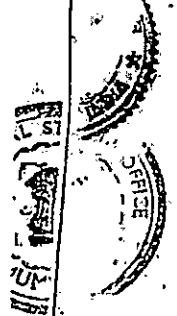
6. The purchasers hereby covenants with the Vendors as follows:-

i) that the purchasers shall from the date of possession, i.e. 19<sup>th</sup> Oct, 1994 regularly pay to the said Society her proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises.

ii) that the purchasers shall observe and perform and abide by all the rules and regulations and bye-laws of the said Society from time to time in force.

7. The Vendors have handed over to the Purchasers all documents of title including all original agreements in respect of the said premises.

8. The transfer fees of the said Society for the transfer of the said shares and the said premises in favour of the



*S. H. H. H. H.*  
*S. H. H. H. H.*  
*S. H. H. H. H.*

*S. H. H. H. H.*  
*S. H. H. H. H.*

*S. H. H. H. H.*  
*S. H. H. H. H.*

purchasers, have been borne by the purchasers only.

Stamp Duty registration charges, if any payable on this agreement shall be borne and paid by the purchasers alone.

WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herein above written:

SIGNED AND DELIVERED by the

withinnamed purchasers:

(1) SHRI DINESH SHANTILAL DESAI *D. Desai*

(2) SMT. URMILA DINESH DESAI *U. Desai*

In the presence of *S. R. Joshi*

SIGNED AND DELIVERED by the

withinnamed Vendors:

(1) SMT. HEMANT MAHENDRA SHAH *H. M. Shah*

(2) SHRI MAHENDRA S. SHAH *M. Shah*

In the presence of *S. R. Joshi*

RECEIVED with thanks from the purchasers withinnamed a sum of Re. 63,91,000/- (Rupees Sixty Three Lakhs Ninety One Thousand Only) and as by way of full and final consideration for the premises herein contained.

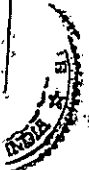
WE SAY RECEIVED

MSMT, DEWANI MAHENDRA SHAH

DEWANI MAHENDRA S. SHAH

H. H. Shah

*(Handwritten signature)*



WITNESS :

*(Handwritten signature)*  
*(S. R. Joshi)*

TRUE COPY

*(Handwritten signature)*  
Dharendra H. Shah

Advocate & Notary  
(Govt. of India)  
Ground Floor,  
33, R. S. Sapru Marg,  
Picket Road,  
Mumbai-400 002

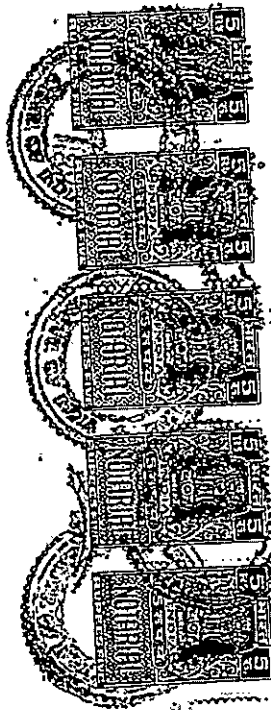
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