



807

सी. बरुणा या. कारिडे
परचा नं. 58923
सर्वेची नं. 20/-
1.0 OCT 1994
Dinesh Shantilal Desai
H. H. Shah
मुद्रांक विभाग



SALE DEED

H. H. Shah
SALE DEED made at Bombay this 10th day of Oct, 1994
BETWEEN: SMT. HEMANGI MAHENDRA SHAH of Govind Niwas, Sarojini
Road, Vile parle (w), Bombay - 400 056, hereinafter called "the
Vendor" of the First Part and SMT. URMILA DINESH DESAI & SHRI
DINESH SHANTILAL DESAI residing at Sujal, Flat no. 602, Cottage
Lane, S.V. Road, Santacruz (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. H. Shah
D. Desai
H. H. Shah

45-1034 of - 30/0/92
ADJ No. 8629/94/5701/12/92
GENERAL STAMP OFFICE, Bombay
17/10/98

(15) (16)
RECEIVED From Smt. Umtila Dinch
Deor & other the stamp
Duty Rupees 676300 - (One Lakh Twenty
Three Thousand and Three Hundred only)
CERTIFIED under Sec. 41 of the Bombay Stamp
Act, 1938, that the proper stamp duty Rupees 676300
(One Lakh Twenty Three Thousand
Three Hundred and three) and penalty Rupees Three
Hundred only)
have been paid in respect of the instrument.
(Art. 27d)

COLLECTOR



WHEREAS the vendor is registered member of the Social Co-operative Housing Society Limited (hereinafter referred to as "the said Society") and is the absolute owner 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 61 to 65 (both inclusive) hereinafter referred to as "the said shares" under Share Certificate No.

13 dated 07/02/90 issued by the said Society and the Share Certificate stands in the names of the vendor;

AND WHEREAS such member the vendor have been absolutely seized possessed of and otherwise well and sufficiently entitled to flat no. 701 admeasuring 707 sq. feet carpet area & small terrace of 80 sq. feet or thereabouts on the 7th 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 vendor 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 vendor 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 vendor in the said premises together with the right of use and Occupancy thereof at or for the price of Rs. 72,88,000/- (Rupees Seventy Two Lakhs Eighty Eight 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. 18572/94-95 dated 23/09/1994 has been received.

X H. H. [Signature]

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X. C. [Signature]
X. [Signature]

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

AND WHEREAS the vacant and peaceful possession of the said premises has been handed over on 19th Oct. 1994;

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:-

The vendor hereby sells, transfers and assigns, and the purchasers hereby purchases and acquires the said 5 Shares bearing No. 61 to 65 and the said Flat No. 701 on the 7th Floor, in the building known as "Hema", situated at S. V. Road, Santacruz (W), Bombay - 400 054 at or for the price Rs. 72,88,000/- (Rupees Seventy Two Lakhs Eighty Eight Thousand Only).

2. The vendor has 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 vendor has handed over possession of the said premises to the purchasers and have received the full price in accordance with this Deed.
4. The purchasers have paid to the vendor Rs. 72,88,000/- (Rupees

H. H. Chel

S. V. Desai

Seventy Two Lakhs Eighty Eight Thousand Only) in full consideration of the sale of shares and premises.

The vendor hereby covenant with the purchasers as follows:-

i) that the vendor is the sole and absolute owner 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 vendor has 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 vendor has duly observed and performed the rules and regulation and bye-laws of the said Society and has paid upto date her contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by her in respect of the said premises.

iv) that the vendor 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 any.

X H.H. Shah

X B. D. Desai

X S. S. Desai

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 vendor 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 vendor undertake to get transferred to the name of the purchasers the said 5 Shares bearing Nos. 61 to 65 in the said Sujal Co-operative Housing Society Ltd., standing in the name of the vendor.

H. H. Shah
U. D. Desai
V. K. Desai

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

i) that the purchasers shall from the date of possession, 15th Oct 1974 regularly pay to the said Society their 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 regulation and bye-laws of the said Society from time to time in force.

7. The vendor 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

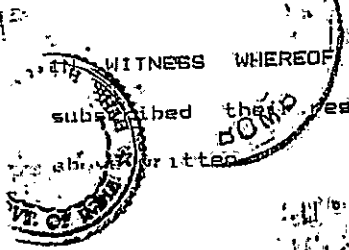
H. H. Shah

U. D. Desai
V. K. Desai

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.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals first herein and lastly written.



SIGNED AND DELIVERED by the within named purchasers

(1) SMT. URMILA DINESH DESAI

(2) SHRI DINESH SHANTILAL DESAI

in the presence of

Urmila Desai
Dinesh Desai

SIGNED AND DELIVERED by the within named Vendor

SMT. HEMANGI MAHENDRA SHAH

In the presence of

H.M. Shah
C.R. Joshi

RECEIVED with thanks from the purchasers within named a sum of Rs. 72,88,000/- (Rupees Seventy Two Lakhs Eighty Eight Thousand Only.) and as by way of full and final consideration for the premises herein contained.

SAY RECEIVED

SMT. HEMANGI MAHENDRA SHAH

H. H. Shah

WITNESS :

*Ferozi
(S. R. Pashi)*

radar

XEROX COPY

25-3-93
O. P. GUPTA

Notary Greater Bombay

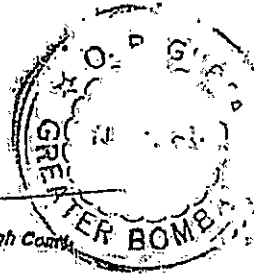
D701:DED

COMP. 1

VERIFIED BY ME

Om

A. V. ... High Court
18, ... Road,
Mumbai (W), Bombay-89.



TRUE COPY

Dhirendra H. Shah

Dhirendra H. Shah
Advocate & Notary
(Cent. of India)
Ground Floor,
33, R. S. Sapre Marg,
Picket Road,
Mumbai-400 002.

*20/10/93
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