General Stamp Office Bombay PBIA917 0040



S. V. Tembulkar,

Proper Officer,

General Stamp Office, Mumbel

B. 216700-

## AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made at MUMBAI on this day of dunc 1997, Between (1) Mg.

PRAVIN CHANDRA M. SHAH and (2) Mr.DHIRENDRA M. SHAH

Both Adult, Indian Inhabitant of Mumbai, residing at Flat No.502, 5th floor, RAJESH SUNITA CO.OP.

Provini Schlousing Society Limited, at 6, Gujjar Lane, Santacruz Gol (West), Mumbai 400054, hereinafter called to as the transferors (which expression shall unless it be

repugnant to the meaning and/or context whereof means and include their heirs, representatives, successor/s administrators) of the ONE PART A n d

(1) MS.AARTI PRAKASH DESAI and (2) Mr.PRAKASH RATILAL DESAI, both Adults, Indian Inhabitant of Mumbai, hereinafter called to as the TRANSFEREES (which expression shall unless it be repugnant to the meaning and/or context thereof mean and includes

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theirs heirs, successor/s, administrators) of the OTHER PART;

WHEREAS as per the Agreement for Sale dated 19th day of July 1979 Entered into between M/s.RAJESH
DEVELOPMENT, having their office address at Dhiraj
Chambers, 2nd floor, 9, Waudby Road, Bombay 400001
thereinafter referred to as "THE DEVELOPERS" as the
Party of the One Part And (1) Mr.MOHANLAL PARMANAND
LAKHANI and (2) Mr.DINESH PARMANAND LAKHANI thereinafter referred to as the Purchasers of the Other Part,
the said One Part had sold to the party of the Other
Part therein, the premises being Flat No.502, on the
5th floor, in RAJESH SUNITA CO-OPERATIVE HOUSING
SOCIETY LTD., situated at 6, Gujjar Lane, Santacruz
(West) Mumbai 400054, the built-up area of the said
flat is 600 sq.ft., thereinafter called to as the
said PREMISES.

AND WHEREAS the said (1) Mr.MOHANLAL PARMANAND

LAKHANI and (2) Mr.DINESH PARMANAND LAKHANI has sold

the above said premises to (1) Ms.PRAVIN CHANDRA M.

SHAH and (2) Mr.DHIRANASDRA M. SHAH hereinafter

called "the Transferors" therein after called the

Transferees Vide agreement dated 11th day of June

1980 have exclusively possessed the rights, titles

and interest of the said premises since then.

AND WHEREAS the Transferors are absolute owners of the said flat premises.

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## WHEREAS

- 1) The Transferors are the members of the RAJESH SUNITA CO-OPERATIVE HOUSING SOCIETY LIMITED (Registration No. BOM/HW/HSG(TC)/607-07 of 84-85 dt.13.11.84) registered under the Maharashtra Co-Operative Societies Act 196, and having its registered address at Building known as SUNITA CO.OP.HSG.SOC.LTD., at 6, Gujjar Lane, Santacruz (West), Mumbai 400054, hereinafter called "the said flat".
- The Transferors are as such members are holding (five) shares fully paid-up of Rs.50/- (Rs.Fifty only) each of the said Society Bearing Nos.from 51 to 55 (both inclusive) Under Share certificate No.11 (hereinafter called "the said Shares").
- absolutely seized and possessed of or otherwise well and sufficiently entitled to premises being flat No.

  502, on fifth floor, in RAJESH SUNITA CO-OPERATIVE HOUSING SOCIETY LTD., having address at 6, Gujjar Lane, Santacruz (W), Mumbai 400054.
- shares of the said Society and all rights, titles, interest in respect of the said 5 (five) shares and all rights incidental are attached thereto including all deposits lying with the Society as well as the proportionate shares of the Transferors in the assets of the said society including the incidental rights of use and occupation of the said flat to the Transferoes at the price and on the terms and conditions herein contained.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- to the Transferees the said shares and all right/s incidental and attached thereto including all deposits lying with the Society as well as the proportionate shares of the Transferors in the assets of the said Society including the incidental rights of use and occupation of the said Flat and all their right, title, claim and demand in deposit, loan, stock-bond, sinking fund, dividend and other amounts standing to their credit in the books of the said Society at or for the Lumpsum consideration of Rs.32,25,000/- (Rupees Thirtytwo lacs Twenty-five thousand only).
- 2) The Transferees have paid to the Transferors as per the detail mentioned in the receipts herein, towards the total consideration of Rs.32,25,000/(Rupees Thirty two lacs Twenty-five thousand only), the Transferors doth hereby admit and acknowledge the same.
- the said Share certificate No.11 alongwith transfer forms duly signed by the Transferors so as to enable the Transferees to get the same transferred into their names in the register and records of the said society.
  - 4) The Transferors will be pursuance of the said agreement and on receipt of the total purchase conconsideration as mentioned clause (1) above, deliver

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the peaceful possession of the said flat to the Transferees to have and to hold the same free from all encumbrances and/or any liability of any nature of whatsoever.

- The Transferors shall pay all the charges and dues of the said society till the possession of the said flat is given to the Transferees and agree to indemnify the Transferees from and against all claims, demands, actions and proceedings for non-payment thereof. The Transferees agree to bear and pay hereinafter all charges and dues of the Society on taking the possession of the said flat.
- The Transferors shall apply for and obtain consent in writings of the Managing Committee of the said Society and the said flat alongwith all deposits to the name of the Transferees and shall get the same transferred to the name of the Transferees and both of them will pay equal amount of all the donations, transfer fees and other fees or any required to be paid to the Society, except Stamp duty/Registration charges shall be borne by the Transferees.
- 7) The Transferors doth hereby agree and covenant with the Transferees that not-with-standing any acts, deeds, matters or thing whatsoever done by the said Transferors or by any person or persons lawfully or equitably claiming by from through under or in trust for their or any of their made, done omitted committed or willingly

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suffered to the contrary the Transferors now have in their good rights, full, title in the said flat.

- The Transferors doth hereby covenants with the Transferees that the said flat hereby agreed to be sold is free from all encumbrances of any nature whatsoever and that no person or persons have any claims by way of sale, exchange, mortgage, charge, fits, trust, inheritances, maintenances, possession, lien, easement or otherwise whatsoever in or upon the said flat premises hereby agreed to be sold or any part thereof.
- 9) The Transferors hereby declare that the title of the land and Premises of the RAJESH SUNITA CO.OPERATIVE HOUSING SOCIETY LIMITED is free from reasonable debt and is marketable.
- the Transferors doth hereby covenants with the Transferees that on payment of full consideration mentioned in clause (1) the Transferors shall handover vacant possession to the Transferees and thereafter the Transferees shall be entitled to quitely and peacefully possess use, occupy and enjoy the said flat as an owners thereof without any let-hindrance, denial, interferences or eviction by the Transferors or any other person or persons lawfully or equitably claiming under or in trust from the Transferors to any of them.
- 11) The Transferors doth hereby covenant with the Transferees that the Transferors shall after

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the execution of these presents and on receipt of full consideration shall from time to time and at all times thereafter at the request and cost of the Transferees agree to do and execute or cause to be done and executed all acts, deeds, matters, things, assurances and whatsoeverfor for better future and more perfectually and absolutely getting the said flat premises and every part thereof vested in the Transferees and getting the said shares transferred from the name of the Transferors to the name of the Transferees in the Registrar and records of the said Society.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on this day and year written.

Signed and delivered by the with innamed the Transferors ;

1) Shri PRAVIN CHANDRA M.SHAH

and

2) Shri DHIRANDRA M. SHAH

in the presence of.

Signed and delivered by the with innamed the Transferees

1) Smt. AARTI PRAKASH DESAI

and

2) Shri PRAKASH RATILAL DESAI

in the presence of Hilish Ambani)

## RECEIPT

RECEIVED OF AND FROM withinnamed the Transferees the sum of Rs.32,25,000/- (Rupees Thirty-two Lacs twenty-five thousand only) as full and final consideration towards the sale of flat No.502, on 5th floor, in Rajesh Sunita Co-operative Housing Society Ltd., at 6, Gujjar Dane, Santacruz (W) Mumbai 400054 and handed over the possession of the said flat with all the original papers/documents including Share Certificate stands in the name of Transferors i.e.our-self., by the following mode of payments;

## MODE OF PAYMENT

| Cheque/Pay-<br>order. | Dated   | Drawn on                     | Amount     |
|-----------------------|---------|------------------------------|------------|
| 111 Ch. No. 209319    | 8/4/97  | Ahamedabad                   |            |
| (2) Ch. No. 210772    | 8/4/97  | Mercantile Co op<br>Bank Ita | 2,00,000/2 |
| (3) D.D. 754560       | 30/5/97 | Citi BANK                    | 50,000/2   |
| (4) D.D. 754559       | 30/5/94 | и з                          | 6,06,250/2 |
| 151 D.D. 754634       | 20/6/97 | CITI BANK                    | 8,06,250)= |
| (6) D.D. 754633       | 20/6/97 | Pr Pr                        | 7,56,250/2 |
|                       |         |                              | 72 25      |

32,25,000/2

Witnesses

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1) Frallinchanha Stal.

2) & Thireword Shak.

(PRAVIN CHANDRA M.SHAH)
(DHIRANDRA M. SHAH)
Transferors





