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SMITA SHAH

FIRUSE No. 4. G.

Langal Milan CHS.

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From: Mr. P. H. Shah
301, Mangal Milan,
Sharadchandra Chatterji Rd,
Santacruz (West),
Bombay 400 054.

Date: 19/11/1987.

To,
Mr. Kashyap L. Shah &
Mrs. Smita K. Shah
101, Mangal Milan,
Sharadchandra Chatterji Rd,
Santacruz (West),
Bombay 400 054.

Dear Sir/Madam,

Sub: Possession of closed Garage No. 4 on the Ground Floor, Mangal Milan co-op. Hsg. Soc. Ltd.

As per the Agreement dated 19/11/1987, I the undersigned Mr. P. H. Shah gives you the vacant and peaceful possession of my closed Garage No. 4 on the Ground Floor of the building Mangal Milan Co-operative Hsg. Society Ltd., Sharadchandra Chatterji Rd, Santacruz (W), Bombay 400 054.

Now I have no rights, title, interest and claim, whatsoever on the above mentioned closed Garage and I confirm that it is free from all encumbrances. I have received the full and final payment of the said closed Garage from you.

Thanking you,

Yours faithfully,

P. H. Shay

(Mr. P. H. Shah)

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THIS AGREEMENT made at Bombay this 19th day of November 1987,

Between MR. P. H. SHAH, Indian Inhabitant, hereinafter called 'Vendor'

(which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his respective heirs, executors and administrators) of the One Part and MR. KASHYAP L. SHAH & MRS. SMITA

K. SHAH, Indian Inhabitants, hereinafter called the 'Purchasers' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their heirs, executors, administrators and assigns) of the Other Part.

WHEREAS:

a. The Vendor is holding a closed Garage No. 4 on Ground Floor, Building known as Mangal Milan Co-operative Housing Society Limited, registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and having its registered No: BOM/HSG/6650 of 1981 and having its registered office at Sharadchandra Chatterji Rd, Santacruz (West), Bombay 400 054, (hereinafter for brevity's sake called 'the said Society').

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b. The Vendor has agreed to sell to the Purchasers and the Purchasers have agreed to purchase from the Vendor the said Garage No. 4, on Ground Floor in the said Society.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

- 1. The Vendor shall sell to the Purchasers and the Purchasers shall purchase from the Vendor the closed Garage No. 4 on the Ground Floor of the said society with all the rights, title and interest of the Vendor and the exclusive use and occupation of the said closed Garage for the price of Rs. 25,000/- (Rupees Twenty Five Thousand only).
- 2. The Vendor will, on the execution of this Agreement submit to the said Society the Transfer form and all other writings required by the said Society for the transfer of the said closed Garage to the names of the Purchasers. The Transfer fee, if any, payable to the said Society will be paid by the Vendor and the Purchasers in equal share.
- 3. Both the Vendor and the Purchasers shall sign and execute such forms and writings as may be necessary for the purpose of completely transferring the said Garage in the Purchasers's name and as incidental thereto the exclusive use and occupation of the said Garage.



- 4. The sale shall be deemed to have been completed upon the full payment of the purchase price to the Vendor by the Purchasers and the said closed garage shall be at the risk of the Purchasers as soon as they take possession of the closed Garage from the date of possession the Purchasers will be liable to pay all taxes and outgoings including the Society's charges in respect of the said closed Garage. The Vendor will be liable to pay all such dues and outgoings upto the date of possession of the closed Garage is handed over to the Purchasers.
- 5. The Vendor declares that he has not mortgaged charged or otherwise encumbered the said closed Garage of any part thereof. The Vendor has not done or omitted to do anything whereby the said closed Garage, hereby agreed to be sold and transferred or any part thereofmay in any manner be prejudicially affected.
- 6. The Purchasers agree to observe and perform all the rules and regulations and bye-laws of the said Society as also of the Bombay Municipal Corporation and other authorities concerned in regard to the use of the said closed Garage and to keep the Vendor saved and indemnified against any claim, demand, action or proceedings and all costs, charges and expenses in respect of the same.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to the original and duplicate of this Agreement the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED by the

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RECEIPT

RECEIVED of and from the Purchasers, a sum of Rs. 25,000/- (Rupees)
Twenty Five Thousand only) by Cheque Nos: 022172 and 212130 dated)
19/11/1987, drawn on Syndicate Bank, Khar branch, Bombay 400 052,)
being the full and final payment as mentioned in this Agreement.)

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