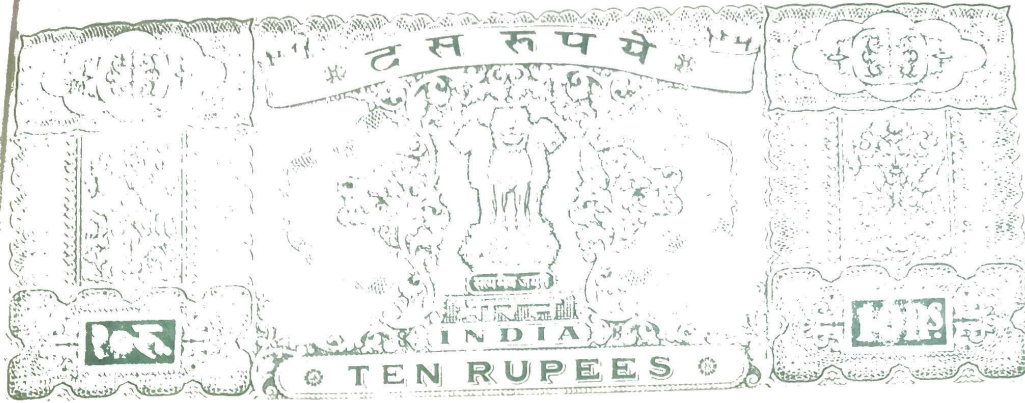


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10 AUG 1990
सहपत्र नोंदण्यात आले नाही.



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ARTICLES OF AGREEMENT made at Bombay
 this 14th day of August 1990 (Christian
 Year One Thousand Nine Hundred and Ninety) Between
 SESHMAL DHARAMCHANDJI, of Bombay, Indian Inhabitant,
 hereinafter called "the Vendor" (which expression
 shall unless it be repugnant to the context or
 meaning thereof be deemed to mean and include
 his heirs, executors and administrators) of the One
 Part And (1) ASHWINKUMAR JEEVRAJ SHAH and (2)
 JEEVRAJ CHHAGMALJI SHAH, both of Bombay, Indian
 Inhabitants, hereinafter called "the Purchasers"
 (which expression shall unless it be repugnant to

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RECEIVED FROM

Twenty

Duty Rupees

200/-

CERTIFIED under Sec 41 of the Bombay Stamp Act 1958 that the proper stamp duty Rupees (Twenty) and penalty Rupees (Two) only have been paid in respect of the instrument.

Art. 25(1)

(Signature)
COLLECTOR

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the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the Other Part :

WHEREAS :

(1) By virtue of an Agreement dated 8th day of December, 1985, made between M/s. Gautam Builders as the 'Party of the First Part' therein and the Vendor herein as the 'Party of the Second Part' therein, the said M/s. Gautam Builders sold unto the Vendor herein a Flat bearing No. 301, on the 3rd floor of

(Signature)
3/4/86

(Signature)

'C' wing, Vaibhav Building, situate at Zambly Gully, Factory Lane, Borivli (West), Bombay, on the terms and conditions therein contained;

(ii) In view of the Vendor herein having complied with the terms and conditions contained in the Agreement dated 8th December, 1985 and having paid the entire purchase consideration therein mentioned, the said M/s. Gautam Builders have put the Vendors herein in possession of the said Flat being Flat No. 501, Vaibhav 'C';
301

Afshah
of 42108 & 01114
Afshah

(iii) In the premises that have happened the Vendors has become seized and possessed of or otherwise well and sufficiently entitled to the Flat bearing No. 301, on the 3rd Floor of the building known as Vaibhav "C", situate at Zambly Gully, Factory Lane, Borivli (West), Bombay 400 092;

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(iv) At the request of the Purchasers, the Vendor herein have agreed to sell, transfer and assign the benefit of the Agreement dated 8th December, 1985, made between M/s. Gautam Builders and the Vendor and to transfer all his right, title and interest in



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res.ect of the said Flat No. 301 on the 3rd floor of the said Vaibhav Building "C" to the Purchasers for a consideration of Rs.3,00,000/- (Rupees three lakhs only) and on the terms and conditions as set out here-

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NOW THIS AGREEMENT WITNESSETH as follows :	

1. The Vendor hereby declares that by virtue of the Agreement for Sale Dated 8th December, 1985, the Vendor is well and sufficiently seized and possessed ofor otherwise well and sufficiently entitled to the said Flat No. 301 of Vaibhav Building "C" situated at Zambly Gully, Factory Lane, Borivli, Bombay 400 092 and is entitled to sell, transfer and assign the said flat along with the benefit of the Said Agreement dated 8th December, 1985.

2. The Vendor agrees to sell, transfer and assign unto the Purchasers, all his right, title and interest in the said Flat No. 301, on the 3rd floor of Vaibhav Building "C" admeasuring approximately 745 Square feet built-up area to the Purchase for a consideration of Rs.3,00,000/- (Rupees three lakhs only) to be paid by the Purchasers to (the Vendor in the manner hereinafter contained.



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(Signature)

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(a) Rs.1,00,000/- (Rupees One lakh only)

on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from the said amount of clause 2 (a) and forever release and discharge the Purchasers therefrom forever);

(b) a sum of Rs.2,00,000/- (Rupees Two lakhs only) on the completion of the Transaction in all respects.

3. The Vendors hereby declares that the said Flat No. 301 on the 3rd Floor of the said Vaibhav Building "C" held by the Vendor is free from all encumbrances and there are no outstandings in respect of the said premises by way of maintenance, outgoings, taxes, water charges, cesses, or any other dues. The Vendor further declares that the Agreement dated 8th December, 1985, made between the Vendor and M/s. Gautam Builders is valid and subsisting and the Vendor has not created any mortgage, charge, lien or any other encumbrances in respect of the said Flat No. 301 of the said Vaibhav Building "C" situated at Zambhary Gully, Factory Line, Borivli (W), Bombay - 400 092 nor has the Vendor entered into any agreement for sale or any other agreement of any nature whatsoever nor are there any suits or



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litigations pending in any Court of law in respect of the said Flat No. 301, held by the Vendor prior to the execution of these presents.

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4. The Vendor has represented that the management of the said building is yet with the Builders and the said M/s. Gautam Builders have so far not formed a Cooperative Housing Society of Flat Holders on account whereof the said entire property covered under the Agreement dated 8th December, 1985, has not been conveyed and transferred unto the Association or Society of Flat Holders to be formed. In view thereof, the Purchasers undertake to subscribe to the membership of the said society as and when formed and to abide by the rules, regulations and bye-laws of the said Society and regularly pay all such society charges, as and when levied from time to time in respect of the said Flat No.301 on the 3rd floor of Vaibhav Building "C". The Purchaser also agrees to pending ~~fixation of the~~ formation of the Society and tran-

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3/11/2006

-sfer of the said entire property thereto, to pay his proportionate share of the outgoings as may be levied by the Builders who are presently managing the said property.



5. It is agreed between the parties hereto that on or before completion of this transaction, the Vendor

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7.

shall at his own costs and expenses get the necessary permission from the said M/s. Gautam Builders for the sale and transfer of the said Flat No.301 unto the Purchasers.

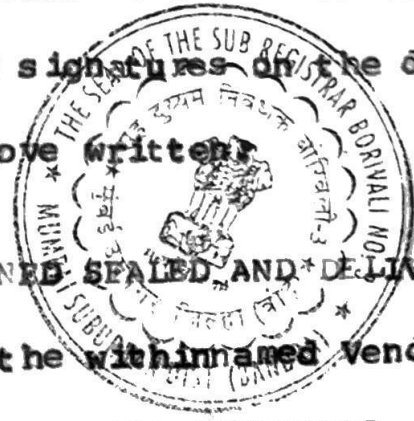
6. It is agreed that after completion of the transaction in all respects and delivery of possession of the said Flat which is to be made on completion of transfer and simultaneously with the entire payments, the Purchasers shall become liable to pay all the outgoings as may be levied in respect of the said Flat No. 301, Vaibhav Building "C", Zambly Gully, Factory Lane, Borivli, Bombay 400 092.

7. It is agreed that the Stamp Duty and Registration Charges and other expenses, if any, for this Agreement shall be borne and paid by the Vendor and the Purchasers ^{alone} equally.

A. Shukh
B. Shukh
by 4209 871219

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day and the year first herein-
-above written

SIGNED, SEALED AND DELIVERED by the within named Vendor



SESHMAL DHARAMCHANDJI, in the presence of.....)

Seshmal Dharamchand
Seshmal Dharamchand
Seshmal Dharamchand

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SIGNED.....

SIGNED SEALED AND DELIVERED)
 by the withinnamed Purchasers)
 1. ASHWINKUMAR JEEVRAJ SHAH)
 and (2) JEEVRAJ CHHAGMALJI)
 SHAH, in the presence)
 of.....)

Ajshah

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RECEIVED of and from the withinnamed)
 Purchasers, the sum of Rs. 1,00,000/- (Rupees)
 One lakh only) as provided in Clause 2 (a))
 hereinabove, being the earnest money or)
 deposit to be by them paid to me as within-)
 -mentioned by Cheque No. 213094 - 50000/- → 9/8/90
 213095 - 50000/- → 13/8/90
 dated drawn on
 Central Bank, ^{of India, Null Bazar} ~~Guilford~~ Branch, Bombay.) Rs. 1,00,000/-

WITNESSES:

[Handwritten signature]

I SAY RECEIVED.

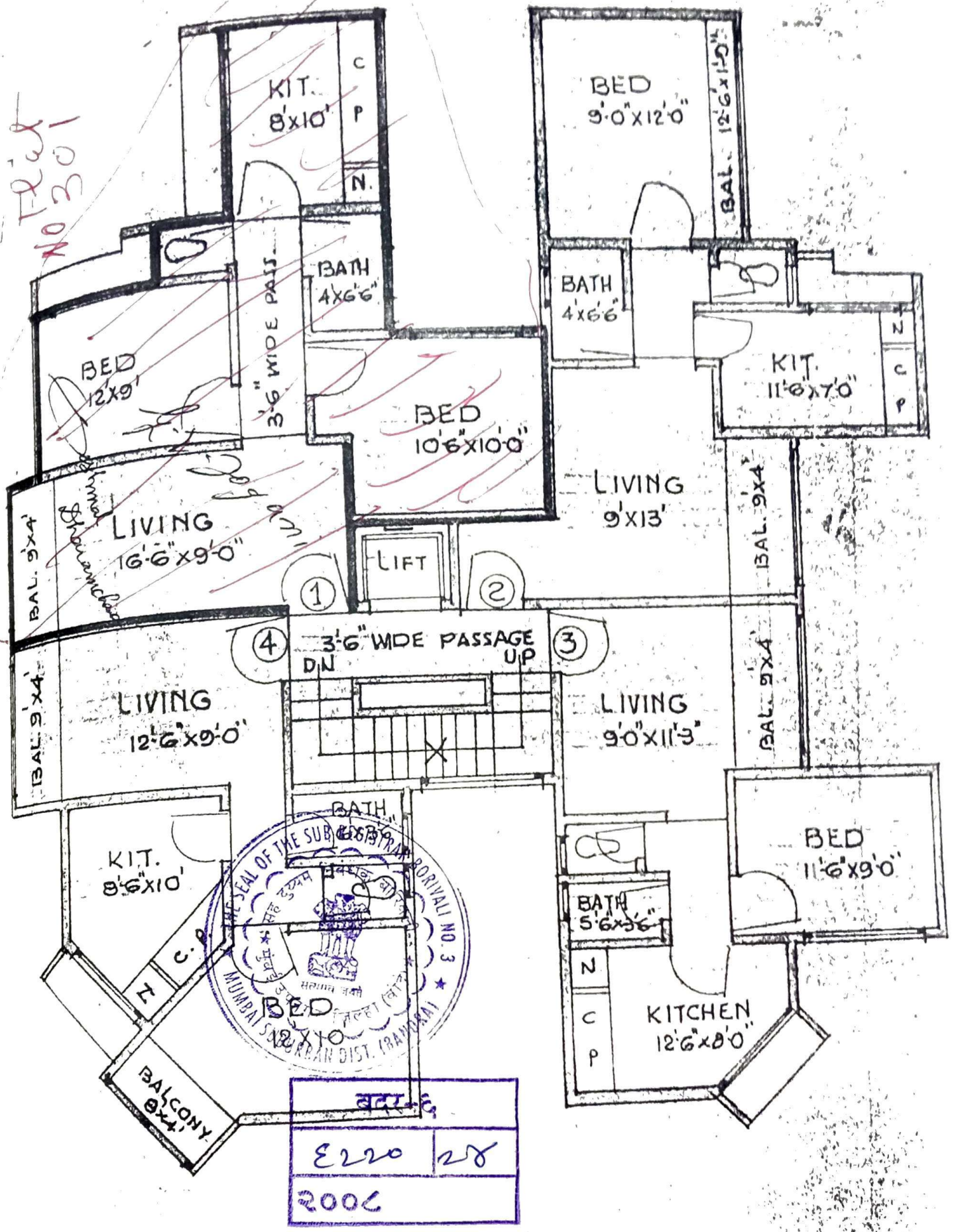
[Handwritten signature: Dattatray Dharanand]

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VENDOR.

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NO 301



TYPICAL FLOOR PLAN