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महाराष्ट्र

No. 260  
Old (1953)

D. H. HADJI B. O.  
S. H. H. H. H. H.

Issued to

Stamped

*[Handwritten signature]*

*[Handwritten initials]*  
L. C. A.  
A. G.

ARTICLES OF AGREEMENT made at Bombay this 15th day of April 1974 between MESSRS. KALPATARU BUILDERS, a partnership firm having its office at 98, Meadows Street, Fort, Bombay - 1, hereinafter called "the Transferors" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners from time to time constituting the said firm or survivor or survivors of them or their heirs, executors, administrators and assigns) of the One Part, AND MRS. GOOLBAI CAWASJEE ADENWALLA of Bombay Indian Inhabitant, called the First Transferor (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include her heirs, executors, administrators and assigns) and CYRAS CAWASJEE ADENWALLA of Bombay Indian Inhabitant, called the Second Transferor (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) (the said 'First Transferor' and the said 'Second Transferor' are hereinafter collectively referred to as "The Transferors" wherever the context so requires) of the Other Part;

**W H E R E A S:**

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1. By three Agreements, all dated the 16th day of January 1974 and made between Kalpataru Building Corporation of the One Part and the Transferors of the Other Part, the Transferors agreed to purchase and acquire from Kalpataru Building Corporation on co-ownership basis Flat Nos. 31 and 32 on the 3rd floor in 'C' Wing and Flat No. 61 on the 6th floor in 'C' Wing and covered car parking spaces No. 1, 2, and 4 respectively in 'C' Wing of the building known as SIDHARTHA situate at 21, L. Jagmohandas Marg, Bombay - 6. (hereinafter for brevity's sake referred to as "the said premises") at the price and upon the terms and conditions therein contained.
2. The Transferors declare that they have paid full consideration and value of the said premises to Kalpataru Building Corporation.
3. By an Agreement to Lease dated the ... day of February 1974 made between the Transferors of the One Part and the Transferees of the Other Part (therein referred to as "the Lessees") the Transferors agreed to demise unto the Transferees the said premises commencing from the 1st day of March 1974 at the

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rent thereby reserved and upon and subject to the terms, covenants and conditions therein contained. Pursuant to the said Agreement to Lease, the Transferors put the Transferees in possession of the said premises and the Transferees are in occupation thereof.

4a. The Transferors have agreed to sell assign and transfer to the First Transferee all that the reversionary right, title and interest of the Transferors in respect of Flat No. 61 on the 6th floor in 'C' Wing and covered car parking space No. 1 in the building known as SIDDHARTHA at 21, L. Jagmohandas Marg, Bombay - 6. at and for the price of Rs. 17,000/- (Rupees Seventeen Thousand Only) and upon the terms and conditions hereinafter appearing.

4b. The Transferors have agreed to sell assign and transfer to the Second Transferee all that the reversionary right, title and interest of the Transferors in respect of Flat Nos. 31 and 32 on the 3rd floor in 'C' Wing and covered car parking spaces No. 2 and 4, in the building known as SIDDHARTHA at 21, L. Jagmohandas Marg, Bombay - 6. at and for the price of Rs. 34,000/- (Rupees Thirty Four thousand Only) and upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. The Transferors hereby agree to transfer and assign to the First Transferees:-

a. Their reversionary right, title and interest in to or over the said premises, namely, the said Flat No. 61 on the 6th floor in 'C' Wing and covered car parking space No. 1 in the building known as SIDDHARTHA at 21, L. Jagmohandas Marg, Bombay - 6. (hereinafter called "the said property") together with drains, sanitary water and electric connections and all fittings and fixtures and amenities in or relating to the said premises at and for the price of Rs. 17,000/- (Rupees Seventeen Thousand Only).

b. The right, title and interest in the funds and properties of the Co-operative Housing Society to be formed by the Owners of flats in the said property.

c. All deposits and other sums paid by the Transferors to Kalpataru Building Corporation.

2. The Transferors hereby agree to transfer and assign to the Second Transferees

a. Their reversionary right, title and interest in to or over the said premises, namely, the said Flat Nos. 31 and 32 on the 3rd floor in "C" Wing and covered parking space Nos. 2 and 4 in the building known as SIDDHARTHA at 21, L. Jagachandras Marg, Bombay - 6, (hereinafter called "the said property") together with drains, sanitary water and electric connections and all fittings and fixtures and amenities in or relating to the said premises, at and for the price of Rs. 34,000/- (Rupees Thirty Four Thousand Only).

b. Their right, title and interest in the funds and properties of the Co-operative Housing Society to be formed by the Owners of flats in the said property.

c. All deposits and other sums paid by the Transferors to Kalpataru Building Corporation.

3. The said sums of Rs. 17,000/- and Rs. 34,000/- shall be paid by the First Transferee and Second Transferee respectively, on Kalpataru Building Corporation acknowledging the Transferees as purchasers of the said premises.

4. The Transferors declare that the Transferors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises and that the Transferors are absolutely entitled and competent to grant and transfer and assign their reversionary right, title and interest in the said property and the other rights and assets hereby transferred and assigned unto the Transferees. The Transferors further declare that the said premises are free from mortgage, charges and other encumbrances of whatsoever nature and that the Transferors have not in any manner alienated or agree to alienate the right, title and interest of the Transferors in the said premises and the said premises are free from all encumbrances and demands whatsoever.

5. The Transferors declare that they have paid full consideration and price of the said property to Kalpataru Building Corporation and have paid all charges and dues payable in respect of the said premises and observed and performed all covenants and agreements relating to the said premises.

6. The Transferors shall get the said premises transferred to the names of the said Transferees in the records of the said Kalpataru Building Corporation.

7. The Transferors shall pay all municipal taxes, maintenance charges, etc. in respect of the said premises upto the date hereof and thereafter the same shall be paid by the Transferees. The Transferors and the Transferees shall pay all stamp and other duties and all costs and charges and expenses of this Agreement and of carrying out this Agreement and of the Transfer and Assignment, ~~in equal shares.~~ *cf*

*H. Col. Col*  
*H*

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )  
by the withinnamed MESSRS. )  
KALPATARU BUILDERS (Transferors) )  
in the presence of )  
*L. M. K. K.* )  
*S. B. B.* )

For KALPATARU BUILDERS

*K. K. K.*  
PARTNER

SIGNED SEALED AND DELIVERED )  
by the withinnamed GOOLBAI )  
CABASJEE ADENWALLA (First - )  
Transferee) in the presence )  
of )

*Goolbai Cowasjee Adenwalla*

SIGNED SEALED AND DELIVERED )  
by the withinnamed CYRAS )  
CAWASJEE ADENWALLA (Second )  
Transferee) in the presence )  
of )

*H. H. H.*

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DATED THIS 14th DAY OF MARCH 1974  
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MESSRS. KALPATARU BUILDERS

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MRS. GOOLBAI CAWASJEE ADENWALLA AND MR.  
CYRAS CAWASJEE ADENWALLA

AGREEMENT FOR TRANSFER OF FLATS