

THIS AGREEMENT made at Bombay this 8th day of June
1978 BETWEEN MRS. GOORAJ CONASSER ACHWALLA and GYRUS CONASSER
ACHWALLA of Bombay India Inhabitant hereinafter referred to as
"The Vendors" (which expression shall unless it be repugnant to the
context or meaning thereof mean and deem to include the survivor
of them and their respective heirs, executors, administrators and
assigns of the One Part and JAYANTILAL MONILAL MONY and MRS. PALLAVI
J. YANTILAL MONY hereinafter referred to as "The Purchasers" (which
expression shall unless it be repugnant to the context or meaning
thereof mean and deem to include the survivor of them and their
respective heirs, executors administrators and assigns) of the Other
Parts

WHEREAS

- a) The Vendors are members of METROPOLITAN SEWAKH PRAMIKAS
CO-OPERATIVE SOCIETY LIMITED a Co-operative Housing Society
registered under the Maharashtra Co-operative Societies Act
under registration No. MH-CH-927 of 1976 and having its
registered office at 21, L, Jagrohandas Marg, Bombay-400 036.

- b) Prior to the registration of the said Society the Vendors were tenants of Messrs. Kalpataru Builders in respect of premises interalia Flat No. 31 on 3rd floor in 'G' Wing and covered parking space No. _____ in the building known as "SIDDHARTHA" situate at 21, L, Jagnobandas Marg, Bombay-400 036 (hereinafter for the brevity's sake referred to as "the said premises"); and
- c) By an agreement dated 22nd November, 1974 the Vendors purchased the reversionary rights of Messrs. Kalpataru Builders interalia of the said premises; and
- d) The Purchasers of the flats in the building Siddhartha have formed the said COSMOPOLITAN SIDDHARTHA PREMISES Co-operative Society Limited; and
- e) The Vendors as members of the said Society are owners of the said premises; and
- f) The purchasers requested the vendors to assign to them all right title and interest of the Vendors in the aforesaid premises; and
- g) The Vendors have agreed to assign all their right, title and interest in the said premises together with the fittings and fixtures therein to the purchasers at or for a sum of Rs.1,50,000/- (Rupees One lac and fifty thousand) and upon the terms and conditions hereinafter contained; and
- h) The parties hereto are desirous of recording the terms and conditions upon which the Vendors have agreed to assign the said premises all their right, title and interest in the said premises together with the fittings and fixtures.

X. Having entrance from north & facing stones.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN
the parties hereto as follows:

1. The Vendors has agreed to sell to the purchasers and the purchasers has agreed to purchase from the Vendors the said Flat No. 31 on the 3rd floor in 'D' wing and covered parking space No. in the building known as Siddhartha together with fittings and fixtures for the total consideration of Rs.1,50,000/-. This amount has been paid by the Purchasers to the Vendors, whose receipts the Vendors hereby acknowledge and the Vendors have handed over the vacant possession of the said premises to the Purchasers.
2. The Vendors shall also hand over to the Purchaser certified true Photostat copies of all documents of title of the Vendors.
3. The Vendors shall give full co-operation to the Purchasers for transferring the flat in the records of the society and shall sign and execute such documents as may be necessary from time to time.
4. The Vendors hereby declare that all payments to be made by them in respect of the said premises to the said society have been made and that they have full power and right to sell and transfer the said premises to the purchasers subject to the sanction of the said society which sanction the Vendors shall obtain and that the Vendors have not created any charge or mortgage or any other encumbrance on the said premises and that nobody else has any right, title and interest in the said premises and that there is no agreement between the Vendors and anybody else for the sale or transfer, mortgage or charge lease or leave and licence in respect of the said premises.

5. The Purchasers hereby agree and undertake to sign and execute necessary application forms as may be required for becoming members of the said society.

6. The transfer fee as may be levied by the society shall be equally shared between the vendors and the Purchasers.

7. The Vendors have agreed to pay all the dues, taxes, charges and other outstandings of the said society due and payable upto 31st May, 1978 and the purchasers undertake to pay regularly all the Municipal taxes, and the Society charges etc. to the said Society due and payable in respect of the premises with effect from 1st June, 1978.

8. The Purchasers hereby agree to observe all the rules and regulations of the said society.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED & DELIVERED by the
withinnamed Mrs. Geelbat Cowasjee
Adenwalla and Cyrus Cowasjee
Adenwalla, Vendors

)
) Ifoolbai Cowasjee Adenwalla
)
)
)

in the presence of

[Signature]

SIGNED SEALED & DELIVERED by the
withinnamed Jayantilal Nijlal Nody
and Mrs. Pallavi Jayantilal Nody,
The Purchasers

)
) Pallavi Jayantilal
)
)
)
)

in the presence of

[Signature]

Received a sum of Rs.1,50,000/- (Rupees One lac fifty thousand only) from the purchasers by cheque No. 900741 & 991558 dated 8-6-78 drawn on Canara Bank in our favour as provided in Clause 1 hereinabove.

Ifoolbai Cowasjee Adenwalla
[Signature]
Vendors.

AGREEMENT DATED THIS DAY OF JUNE '70

BETWEEN

Mrs. Gobhai Govindjee Alomwalia & Anrs.

AND

Jayantilal Rajilal Nedy & Anrs.

AGREEMENT

Hasmukh B. Gandhi
Advocate, High Court
C/o. Shalchankar Kanga & Giribhai
11 Bell Lane, Fort
Bombay-400 001