

THIS AGREEMENT made at Bombay this 8th day of June 1978 BETWEEN MRS. GORLAL SIVAPRIS AMERWALA and JENUS CO-OPATIVE AMERWALA of Bombay Indian 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 JAYAPITAL HOUSING SOCIETY and MRS. PALLAVI JAYAPITAL HOUSING SOCIETY 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 CONDOMINIUM HOUSING SOCIETY CO-OPERATIVE SOCIETY LIMITED a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act under registration No. MH-081-987 of 1976 and having its registered office at St. L. Jagdishdas 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 situated Plot No. 31 on 1st floor in 'G' Wing and covered parking space No. _____ in the building known as "SIDDHARTHA" situated at 21, L. Jagannadas 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 developmental rights of Messrs. Kalpataru Builders interest 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.

SO: IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN

the parties hereto as follows:

1. The Vendor has agreed to sell to the purchaser and the purchaser has agreed to purchase from the Vendor the said Flat No. 31 on the 3rd floor in 'G' 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 Purchaser to the Vendor, whose receipts the Vendor hereby acknowledge and the Vendor have handed over the vacant possession of the said premises to the Purchaser.
2. The Vendor shall also hand over to the Purchaser certified true Photostat copies of all documents of title of the Vendor.
3. The Vendor shall give full co-operation to the Purchaser 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 Vendor hereby declares 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 purchaser subject to the sanction of the said society which sanction the Vendor shall obtain and that the Vendor 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 Vendor 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 fees 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
withinsigned Mrs. Geelbai Ganoojee
Adenwalla and Cyrus Ganoojee
Adenwalla, Vendors

)
) Goolbai Cowasjee Adenwalla
) *[Signature]*
) *[Signature]*

in the presence of

SIGNED SEALED & DELIVERED by the
withinsigned Jayantilal Rajilal Nady
and Mrs. Pallavi Jayantilal Nady,
The Purchasers

)
) *[Signature]*
) Pallavi Jayantilal Nady
)
)

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. _____
dated _____ drawn on _____
in our favour as provided in Clause 1
hereinabove.

[Signature]
Goolbai Cowasjee Adenwalla
Vendor.

AGREEMENT DATED THE 15TH DAY OF JUNE 1978

BEFORE

Mrs. Goolbal Chandrajee Advani & Anr.

A N D

Jayantilal Rajilal Nady & Anr.

AGREEMENT

Manmoh B. Gandhi
Advocate, High Court
C/o. Bhaishankar Kanga & Girharlal
11 Bell Lane, Fort
Bombay-400 001