

THIS AGREEMENT made at Bombay this 8th day of June  
1978 BETWEEN MRS. CHANDI CHANDRAN AMBALKAR and CHANDI CHANDRAN  
AMBALKAR of Bombay India 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 JAFARILAL NIZAMUDDIN and MRS. FATMA  
JAFARILAL NIZAMUDDIN 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 CHANDRAN CHANDRAN PARIKAR  
CO-OPERATIVE SOCIETY LIMITED a Co-operative Housing Society  
registered under the Maharashtra Co-operative Societies Act  
under registration No. 200-000-907 of 1976 and having its  
registered office at 21, L. Jagubhaiji Road, Sector-100 G.M.

- 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 1st wing and covered parking space No. \_\_\_\_\_ in the building known as "SIDDHARTHA" situate 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 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 **CORPORATE 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

**NOT 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 1st floor in 'C' 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 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 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 outstanding 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  
withinsaid Mrs. Geelbai Cowasjee  
Adenwalla and Cyrus Cowasjee  
Adenwalla, Vendors

)  
) *Geelbai Cowasjee Adenwalla*  
)  
) *Cyrus Cowasjee*

in the presence of

*[Signature]*

SIGNED SEALED & DELIVERED by the  
withinsaid Jayantilal Nijlal Mody  
and Mrs. Pallavi Jayantilal Mody,  
The Purchasers

) *[Signature]*  
) *Pallavi Jayantilal Mody*  
)  
)

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 & dated 8-6-78 drawn on Canara Bank & in our favour as provided in Clause 1 hereinabove.

*Geelbai Cowasjee Adenwalla*

AGREEMENT DATED THE 15TH DAY OF JUNE 1970

BEFORE

Mrs. Geelhai Dhanraj Menzies & Co.

AND

Jayantilal Rajilal Wady & Co.

AGREEMENT

Masookh S. Gandhi  
Advocate, High Court  
70, Bhaironkar Marg & Sir Barial  
44 Ball Lane, Lucknow