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28 JUN 1989

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[Signature]
Rajiv Mehta

SAMIR SANGHAVI & CO.
CHARTERED ACCOUNTANTS
45, TAMRIND LANE
B. B. COMPOUND, FORT
BOMBAY-400023

THIS AGREEMENT made and entered into at Bombay this 15th day of July in the Christian Year One Thousand Nine Hundred Eighty Five B E T W E E N MR. HIRALAL RAMCHAND AND SMT. RUKMANI HARKISHANDAS, both carrying on business in the firm name and style of MESSRS. V.M. HIRALAL & CO. at 238 Mayabhai Chowk, Swadeshi Market, Kalbadevi Road, Bombay 400002 hereinafter referred to as the 'Vendors' (which expression shall unless it be repugnant to the context or meaning thereof include the survivors of the partners or partner for the time being of MESSRS. V.M. HIRALAL & CO. and his/her/its assigns) of the One Part and SHRI MELARAM BAIJNATH, SMT. RUKMANIDEVI MELARAM, SHRI BHUVENDRAKUMAR MELARAM and SHRI VINODKUMAR MELARAM, all of Bombay, Indian Inhabitants residing at 28 Anand Niwas, Jagannath Shankardas Road, Bombay 400004 hereinafter referred to as the 'Purchasers' (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors

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X-R-H-m

administrators and assigns) of the Other Part.

WHEREAS the Vendors are sole and absolute and exclusive owners of and otherwise well and sufficiently entitled to Flat No.401 on 4th floor in the building known as Rajnigandha situated at Talamaki Road, Santacruz (West), Bombay 400054 (hereinafter referred to as 'the said flat');

AND WHEREAS by an agreement for sale dated 28th June, 1982 (hereinafter referred to as 'the said agreement') BETWEEN M/s. Kakad Investment, therein referred to as the 'builders' of the One Part and M/s. V.M. Hiralal & Co., the purchasers therein, herein referred to as the Vendors of the Other Part, the Vendors agreed to sell and transfer and the Purchasers agreed to purchase and acquire the said flat at or for the price of Rs.4,26,250/- on the terms and conditions contained therein;

AND WHEREAS by virtue of the said Agreement the Vendors have paid full consideration and performed all the terms and conditions and they are entitled to occupy and possess the said flat;

AND WHEREAS the Vendors are now not interested in retaining the said flat and have negotiated with the Purchasers to sell, transfer and assign their right, title and interest under the said agreement in respect of the said flat to Purchasers;

AND WHEREAS the Vendors declare that they have paid full consideration of Rs.4,26,250 (Rupees Four Lacs Twenty Six Thousand Two Hundred Fifty only) under the said Agreement dated 28th June, 1982 and observed all the terms and conditions of the said agreement;

AND WHEREAS the Purchasers have agreed amongst themselves to be the co-owners of the said flat in the ratio mentioned hereinafter:

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4.2.87

AB

HRM
R.H.M

SHRI MELARAM BAIJNATH	30%
SMT. RUKMANIDEVI MELARAM	30%
SHRI BHUPENDRAKUMAR MELARAM	20%
SHRI VINODKUMAR MELARAM	20%
TOTAL	100%
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AND WHEREAS the Vendors have agreed to sell, transfer and assign their right, title and interest and benefits of the said agreement to the Purchasers and the Purchasers have agreed to acquire the Vendors right, title, interest and benefits of the said agreement in respect of the said flat on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED UPON BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendors have agreed to sell, transfer and assign and the Purchasers have agreed to purchase and acquire the Vendors right, title, interest and benefits of the said agreement in respect of flat No.401, on the 4th floor of the building known as 'Rajanigandha' situated at Talamaki Road, Sataacruz (West), Bombay 54 (hereinafter referred to as 'the said capital asset.') at or for the price of Rs.7,81,000 (Rupees Seven Lacs Eighty One Thousand only) to be payable as follows:
Rs.1,50,000 (Rupees One Lac Fifty Thousand only) on or before the execution of these presents;
Rs.6,31,000 (Rupees Six Lacs Thirty One Thousand only) at the time of possession.

The Purchasers have paid to the Vendors a sum of Rs.1,50,000 (Rupees One Lac Fifty Thousand only) as and by way of earnest money or deposit on or before before the execution of these presents (the receipt whereof the Vendors doth hereby admit and acknowledge

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R.H.M

of and release and acquit the Purchasers forever from the onus of ^{paying} the said sum).

2. The Vendors do and each of them doth covenant with the Purchasers that the Vendors shall on receipt of balance consideration handover vacant and peaceful possession of the said flat to the Purchasers.
3. The Vendors hereby declare that:-
 - (i) The said agreement is subsisting and valid and they have observed all the terms and conditions under the said agreement;
 - (ii) They are the sole and absolute owner of the said capital asset;
 - (iii) The said capital asset agreed to be hereby transferred is free from encumbrances of any nature whatsoever;
 - (iv) They have not created any right, title, interest, property claim, demand over or upon the said capital asset or any part thereof, either by way of sale, exchange, mortgage, gift, trust, inheritance, tenancy, lien or otherwise whatsoever over the said capital asset.
 - (v) The Purchasers shall henceforth quietly and peacefully possess, occupy and enjoy the said flat without any hinderance, denial, interruption or eviction claiming through under or in trust for the Vendors.

R.H.M.

The parties hereto have agreed to extend all assistance and co-operation to each other to complete all the necessary requirements and formalities as may be necessary to be completed in accordance with the provisions of any law, bye-laws of the Society or any other rules and regulations passed with regard to the transfer of the nature herein stated by the

Central Government or the Government of Maharashtra or any local body, corporation as the case may be including appearance before any statutory authority as may be required.

5. The Vendors do and each of them doth further covenant with the Purchasers that they shall handover the said ^{for} agreement/sale dated 28th June, 1982 and other relevant papers to the Purchasers on the execution of these presents.
6. The Vendors do and each of them doth hereby covenant with the Purchasers that they have paid to the builders their share of taxes and outgoings, etc. upto the 30th day of June, 1985 in respect of the said flat and that if any amount is due from the Vendors to the builders or any other person or persons or authority for their share of taxes and outgoings or any amount relating to the said flat the same shall be paid by the Vendors and if any such amount is recovered from the Purchasers relating to the said flat for the period prior to 1st July, 1985 then the same shall be made good by the Vendors to the Purchasers and the Vendors hereby agree to indemnify the Purchasers and keep them indemnified for payment thereof.
7. The Purchasers do and each of them doth hereby covenant with the Vendors that save and except as aforesaid the Purchasers shall from 1st July, 1985 pay their shares of taxes and outgoings to the builders.
8. The Purchasers hereby agree to be bound by all the terms, conditions and provisions of the said agreement dated 28th day of June, 1982 as if the Purchasers had been the parties to and had executed the said agreement.

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V R.H.M.

9. The parties hereby agree that this agreement will be subject to the clauses as stipulated in the said agreement dated 28th June, 1982.
10. The Vendors do and each of them doth hereby further covenant with the Purchasers that the Vendors shall from time to time and all the time whenever called upon by the Purchasers, their advocates or attorneys to do anything whatsoever for more perfectly securing the interest of the Purchasers in the said capital asset, agreed to hereby sold into and to the use of the Purchasers as all or may be reasonably required but at the cost of the Purchasers.
11. The Vendors shall take necessary permission from the builders and shall get the said capital asset transferred in the name of the Purchasers. The transfer fees, if any, payable to the builders/ will be paid and borne by the Purchasers only.
12. The Vendors hereby agree and undertake to keep the Purchasers free and indemnified from all losses and detriments occasioned to or suffered by the Purchasers owing to any claim, demand etc. preferred by any person claiming right, share, interest and title in the said capital asset.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals at Bombay on the day and year first hereinabove written.

1. SIGNED SEALED AND DELIVERED)
by the withinnamed VENDORS)
SHRI HIRALAL RAMCHAND & SMT.)
RUKMANI HARKISHANDAS being)
partners of M/s. V.M. HIRALAL)
& Co., in the presence of.....)

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HRM
R.H.M

HR Mulla
Rukman H. Mulla

2. SIGNED AND SEALED AND DELIVERED)
 by the withinnamed PURCHASERS) *Melaram Bannath*
 SHRI MELARAM BAIJNATH, SMT.) *24th 21214 2011*
 RUKMANIDEVI MELARAM, SHRI)
 BHUPENDRAKUMAR MELARAM and SHRI) *Anand*
 VINODKUMAR MELARAM in the)
 presence of.....) *Shankar*

R E C E I V E D of and from the withinnamed
 Purchasers a sum of Rs.1,50,000 (Rupees One Lac Fifty
 Thousand only) as and by way of earnest money or deposit
 on or before the execution of these presents towards
 the sale of the said capital asset.

WE SAY RECEIVED

H.R. Melaram
Rukmani H. Melaram
 (VENDORS)

Cheque No.: 31544-67

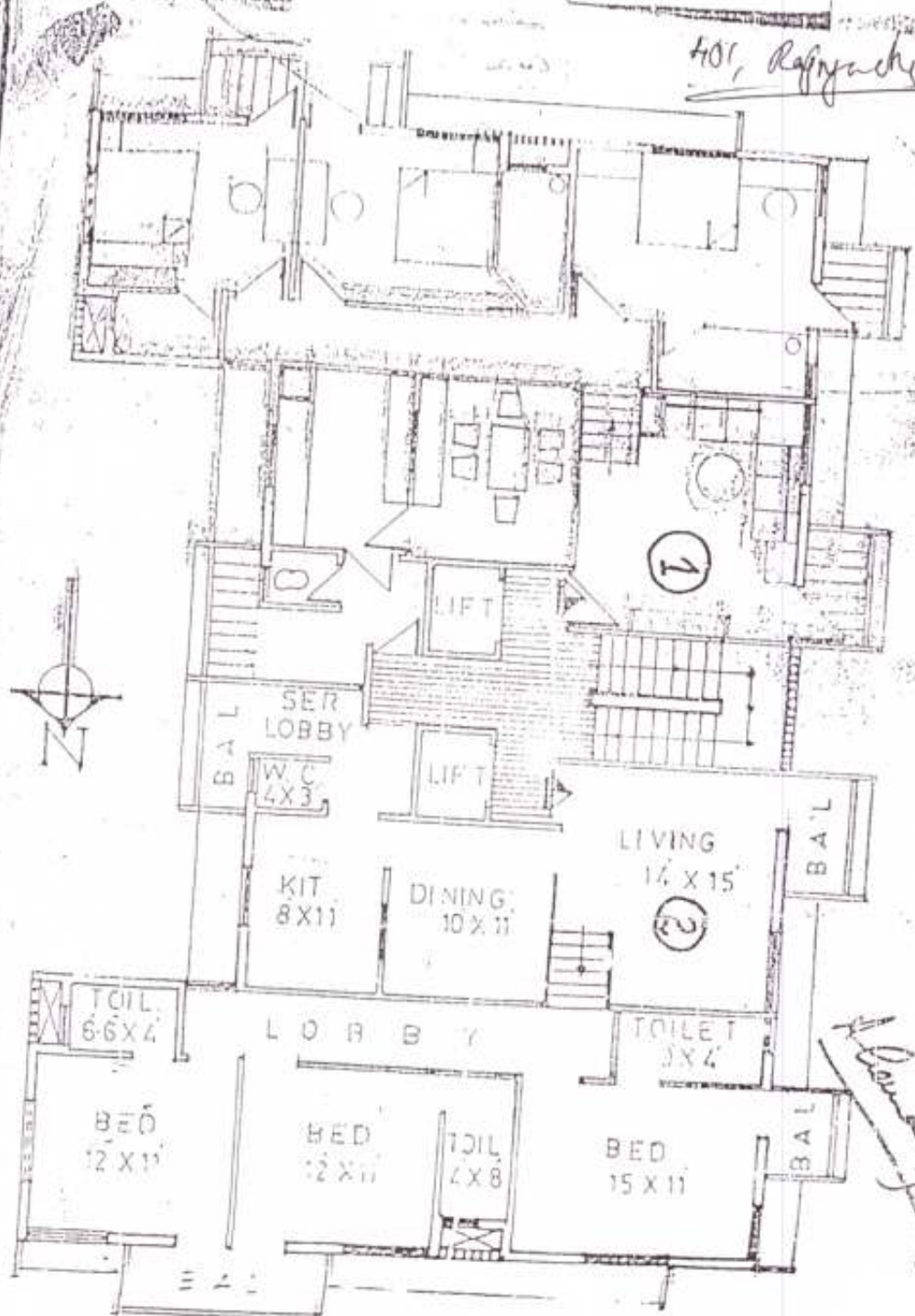
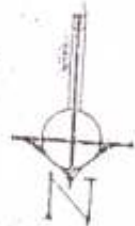
Dated : 9-4-1985

Drawn on : Canara Bank,
 Mazgaon Branch

WITNESSES : *Milham*

Purshottam Israni

401, Ragnach



TYPICAL FLOOR PLAN

PROPOSED BUILDING
ON PLOT NO 82/31. T.P.S. II
AT SANTACRUZ (W)

V.K. DAISARIA
GD. (ARCH) AIA
ARCHITECT
M. G. MARKET
M. S. ROAD
GHATKOPAR
BOMBAY 400 032

W. S. ZOPE

B.E., C. Eng. (U.K.)
M1 Struct. E. (LONDON)
MASCE, M.I.E. (Ind.), F.I.V.

CHARTERED STRUCTURAL ENGINEER
GOVERNMENT APPROVED VALUER & SURVEYOR

CH, Hari Preet Society, 42 Jain Derasar Marg, Santacruz (W), Mumbai - 400 054.

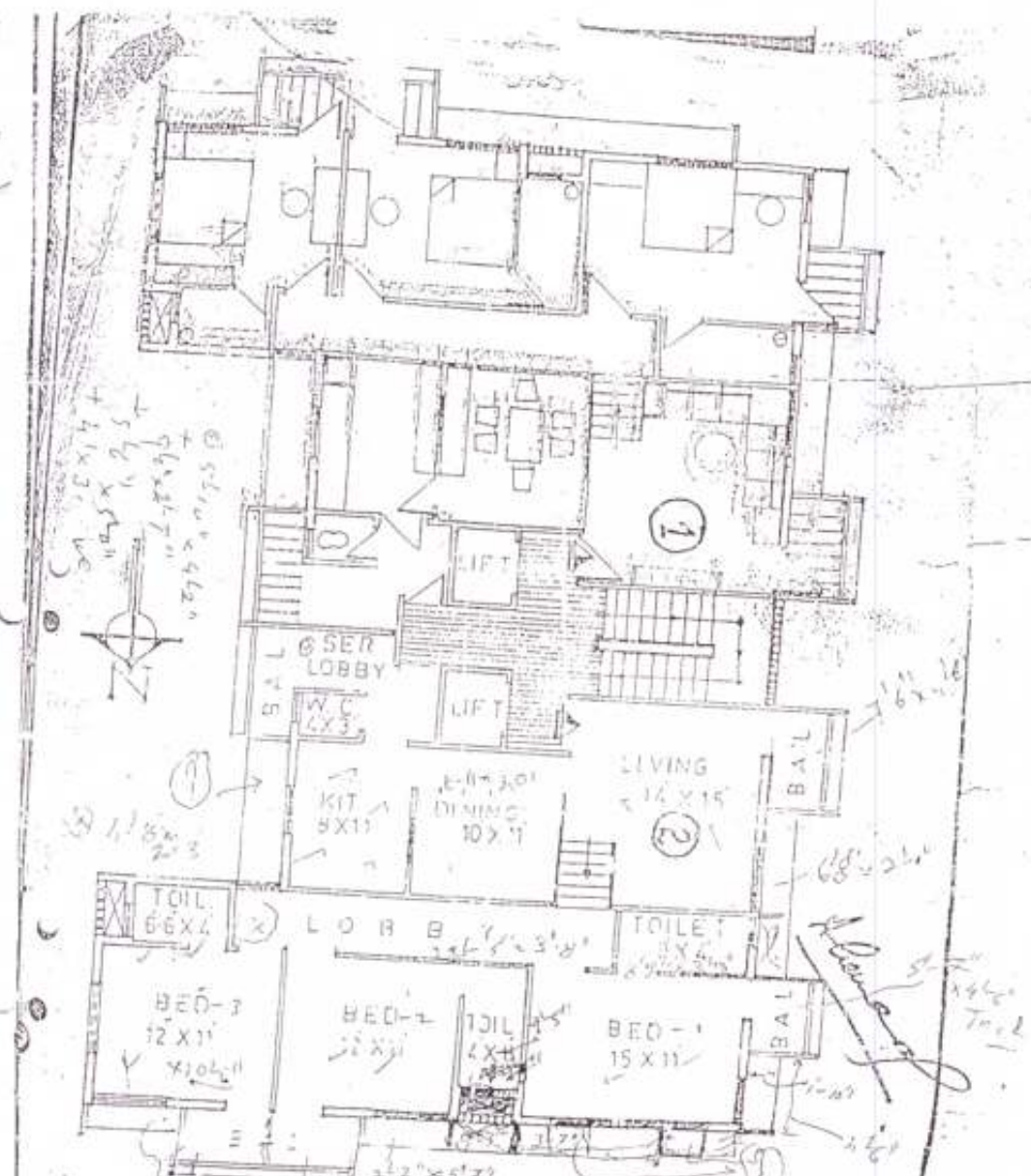
AREA CERTIFICATE

I have, under the instructions of the owners measured Flat No. 402, Rajanigandha, Saraswat Colony, Santacruz (West), Mumbai-400 054 and certified that the Carpet Area Statement of the same is as under:-

S.No.	Ref.	Room	Balcony	Window Sill	Toilet/ W.C.
1.	BR-1	15'x11'=165	4'-6"x5'-7"=25.11	2'-0"x4'-6"=9.00	9'x4'=36
2.	BR-2	12'x11'=132	4'-0"x6'-2"=24.64	2'-0"x5'-7"=11.16	9'-3"x4'=37
3.	BR-3	12'x11'=132	4'-8"x6'-8"=31.12	2'-0"x4'-8"=9.34	6'-6"x4'-0"=26
4.	LR	14'-x15'=210	7'-6"x4'-6"=33.75	2'x6'-8"=13.34	----
5.	DINNING	10'-6"x11'-6"=120.75	---	----	----
6.	KITCHEN	8'x11'=88	---	----	---
	PASSAGE	22'-5" X 3'-8"=82.24	---	----	----
7.	ST P.VAN	5'-6" x 2'-0"=27.50	9'-2'-9"=21.75	----	----
	LOBBY	5'-10" x 4'-2"=24.25	---	----	4'-3"=12
TOTAL		981.74	139.49	42.84	111.00
GRAND TOTAL : 1274.98 Say 1275 sq.ft.					

NOTE : The door sills admeasuring 12'-6"x5" sq.ft. are not included in the above area.

[W. S. ZOPE]



TYPICAL FLOOR PLAN

PROPOSED BUILDING
ON PLOT NO 82/31 T.P.S. II
AT SANTACRUZ (W)

V.K. DARSARIA
GD. (ARCH) AHA
ARCHITECT
M G MARKET
M G ROAD
GHATKOPAR
BOMBAY 400 035

