

CRYSTAL CO. OP HSG. CO. LTD.

TRANSFER AGREEMENT



GENERAL STAMP
OFFICE
TOWN HALL
PORT MUMBAI
MAH-ESO/0062

DIRECT



67245076-100 PREVIOUS
ADDRESS
103099 AUG 13 2003
R.0000020 PB 1053
INDIA STAMP DUTY MAHARASHTRA

DEED OF DECLARATION

Sub :- Transfer Agreement dated 25th October, 1989 :

BETWEEN : MR. FREDOON KAVASHA BHOWNAGRI & MRS.
BANDU FREDOON BHOWNAGRI, (THE VENDORS), of the
One Part : AND : MR. VINOD V. GODHANI & MR.
RAMESH V. GODHANI, (THE PURCHASERS) in
connection with purchase of Flat No. 13A, on 13th
Floor, CRYSTAL CO-OPERATIVE HOUSING SOCIETY LTD.,
36, Altamount Road, MUMBAI -400 026, of the Other
Part.

We, MR. VINOD V. GODHANI & MR. RAMESH V. GODHANI, both
Adults, Indian Inhabitants of Mumbai, residing at Flat
No. 13A, 13th Floor, along with parking space in the
Building known as CRYSTAL CO-OPERATIVE HOUSING SOCIETY
LTD., 36, Altamount Road, MUMBAI -400 026, do hereby
solemnly declare and say as follows :-

We say that we have entered into an Transfer Agreement
dated 25th October, 1989 with SHRI. FREDOON KAVASHA
BHOWNAGRI & ANR. for purchase of Flat No. 13A, on 13th
Floor, CRYSTAL CO-OPERATIVE HOUSING SOCIETY LTD., 36,
Altamount Road, MUMBAI -400 026, under the terms,
conditions and for the purchase consideration mentioned
therein.



Godhani



We state, declare and confirm that said Vendors put us into quiet, vacant and peaceful possession of the said Flat.

We state, declare and confirm that the said Transfer Agreement dated 25th October, 1989 is still in force and valid and the terms and conditions are binding to us.

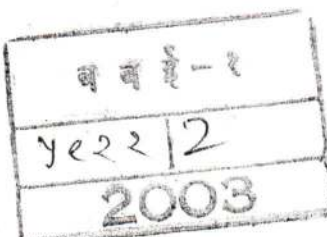
We further state and declare that after execution of the said Transfer Agreement dated 25th October, 1989 the same remained to be lodged for registration before the Sub-Registrar of Assurances as provided under the Indian Registration Act, 1908 and admit the execution thereof.

We, therefore, state, declare and confirm that the said Transfer Agreement dated 25th October, 1989 between the said Vendor and ourselves is valid, subsisting and binding to us.

We, therefore, now desirous to lodge it for registration, admit execution thereof and to ratify and confirm the execution thereof with the office of the Registrar/Sub-Registrar of Assurances, on the same terms and conditions note out therein and ratify and confirm and agree to abide by the same and every part thereof as if the said Transfer Agreement dated 25th October, 1989



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is duly registered under the Registration Act, 1908 and shall take effect in all respect thereto as if the parties thereto have been appeared before the Sub-Registrar of Assurances and admit the execution in time.

SCHEDULE OF THE PROPERTY

Flat No. 13A, admeasuring 1158 sq. fts. Built-up area, on 13th Floor, along with Parking space, in the Building known as CRYSTAL CO-OPERATIVE HOUSING SOCIETY LTD., 36, Altamount Road, MUMBAI -400 026, constructed on land bearing C.S. No. 627, 1/628 of Malabar & Conbome Division, as more particularly described in the said Transfer Agreement dated 25th October, 1989.

Whatever stated hereinabove are true and correct.

SOLEMNLY AFFIRMED AT MUMBAI)

THIS 19th DAY OF AUGUST, 2003)

in the presence of)



(VINOD V. GODHANI)



(RAMESH V. GODHANI)

through C.A. Vinod V. Godhani
DECLARANTS/CONFIRMERS.



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का प्रयोग व का गठन शुद्ध

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ACES & BANK

1. ROAD CRYSTAL HOUSE WITH 5 HOPS & PARKIN
THE CRYSTAL CO OF HOUSING SOCIETY LTD

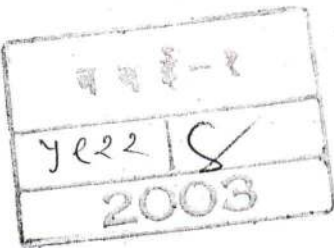
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अनुसूचित जाति आरक्षण अधिनियम, १९५०

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Rs. 100/- Rs. One Hundred Only
GENERAL STAMP OFFICE
MUMBAI
MAH-GSO/0067
INDIA
108301 AUG 19 2003
L. S. BAMBLE
Proper Officer,
General Stamp Office Mumbai

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I SHRI RAMESHBHAI VIRJIBHAI GODHANI aged about 29 years of MUMBAI Indian Inhabitants Presently residing at 300, LAKE AVENUE, LYNDHURST, N.J. 07071, U.S.A SEND GREETINGS, WHEREAS I am Indian citizen/ a person of Indian Origin presently residing abroad for employment/ business/ vocation, AND WHEREAS to look after my Immovable Property and other affairs in India. I am desirous of appointing my Brother SHRI VINODHBHAI VIRJIBHAI GODHANI aged about 32 years of Mumbai Indian Inhabitants residing at 13/A, CRYSTAL CO-OPERATIVE HOUSING SOCIETY LIMITED, KEMPS CORNER, 36, ALTAMOUNT ROAD, MUMBAI - 400 026. to be my Attorney for the purpose hereinafter mentioned:

WHEREAS I am the Owner/ Joint Owner of Various Immovable Property in Mumbai.

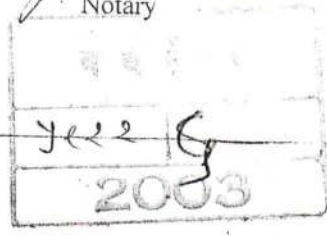
Now, therefore by this Power of Attorney I hereby authorize my lawful attorney for me and on my behalf to do the following acts, deeds and things that is to any -

- (1) In my and as my act and deed to execute and sign a proper conveyance or a deed of release of the said property and to receive its value or consideration to give receipt of it.

R. V. Godhani
Signature

BOB YODER
Notary Public, State of New York
No. 01Y06082974
Qualified in New York County
Commission Expires Nov. 4, 2006

[Signature]
Notary



- (2) To present the deed of conveyance, deed of declaration, deed of confirmation or release for Registration to the proper Registration authority and to have the deed Registered. And to do all acts, deed and things which may be necessary for conveying release of the property and Registering the said deed as fully and effectually in all respects as I could do the same, If I am personally present.
- (3) To sign, to execute, verify and deliver said property, written, statement, assignment or conveyance of said property belonging or which may hereafter belong to me.

All acts, deed and things lawfully done by my said attorney by virtue of these presents shall be construed as acts, deeds and things done by me as If I were personally present.

And all and whatsoever my attorney shall lawfully do under the power hereinbefore conferred, I do hereby agree to ratify and confirm.

IN WITNESS WHEREOF I the said SHRI RAMESHBHAI VIRJIBHAI GODHANI have hereunto set my hands hereunto at this 14th day of August, 2003.

SIGNED AND DELIVERED by the

Within named SHRI RAMESHBHAI VIRJIBHAI

GODHANI in the presence of R.V. Godhani

BOB YODER
Notary Public, State of New York
No. 01Y06082974
Qualified in New York County
Commission Expires Nov. 4, 2006

Bob Yoder

Specimen Signature of

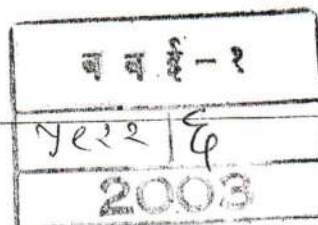
SHRI VINODBHAI VIRJIBHAI

GODHANI ATTORNEY

in the presence of _____



of Godhani





TRANSFER AGREEMENT

Agreement of Sale made at Bombay this 25th Day of October 1989 between Mr. FREDCON KAVASHA BHCWNAJRI and MRS. BANCO FREDCON BHCWNAJRI hereinafter called vendors of the ONE PART and (1) MR. VINOD VIRJIBHAI GODHANI and (2) Mr. RAMESH VIRJIBHAI GODHANI, HEREINAFTER CALLED THE PURCHASERS of the OTHER PART and references to the parties hereto shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators successors and assignees.s.

WHEREAS the vendors are duly admitted members of the Crystal Co-op. Hsg. Society situated at 36, Altamount Road, Bombay - 400 026 (hereinafter referred to as the said Society) and are absolute owners of 5 (five) shares of the face value of Rs. 50/- (Fifty) each of the aggregate value of Rs. 250/- (Two Hundred and fifty) bearing distinctive numbers 101 - 105 (both inclusive) under Share Certificate number 21 (Twenty one) dated 25th September, 1964 issued by the said Society and which Share Certificate stands in the name of the vendors.

AND WHEREAS the vendors are absolutely seized and possessed of and otherwise well and sufficiently entitled to Flat No. 13A admeasuring 1158 Sq.Ft. Built up area or thereabouts on the 13th floor alongwith parking space hereinafter referred to as "the said premises" in the building named and known as Crystal Co-op. Hsg. Society situated at 36, Altamount Road, Bombay 400 026 and belonging to the said society.

AND WHEREAS the vendors have agreed to sell transfer and assign to the purchasers the said five shares held by them in the said society and as incidental thereto to sell, transfer and assign all the beneficial right, title and interest of the vendors in the said premises together with right use and occupancy thereof at & for the price of (Rs. 42 Lacs, Rupees Fourtytwo lakhs.only) this price includes Rs. One lac fifty thousand taken for furniture,

Y R.V. Godneoni

Godhani

BAB *[Signature]*

...02/...

R.V. Godneoni

Godhani

[Signature]

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fixtures, sliding windows and renovation of the kitchen

AND WHEREAS the parties hereto are desirous of recording terms and conditions of this Agreement in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Vendors shall sell, transfer and assign and the Purchasers shall purchase and acquire the said five shares bearing Nos. 101 - 105 (both inclusive) all the right, title and interest of the Vendors in the said flat No. 13A on the 1st floor together with parking space, furniture and fixtures in the building known as Crystal situated at 36. Altamont Road, Bombay 400 026 at or for the price of (Rs. forty two lacs only) Rs. One lac and fifty thousand being charged for the furniture, fixtures, sliding windows and renovation of the kitchen. This will be paid in the manner specified in the Clause 3 hereof.

2. The Vendors shall hand over possession of the said premises to the purchaser on completion of Sale.

The Purchaser shall pay to the Vendors (Rs. Forty two lacs only) in full consideration of the sale of Shares and premises including furniture, fixtures, sliding windows and renovation of the kitchen in the following manner :-

a) An amount of Rs. 4,21,000/- (four lacs twenty one thousand only) has been paid by pay Order dated 25th DAY OF OCT drawn on BANK OF INDIA as and by way of Earnest money the receipt whereof the Vendors do hereby admit and acknowledge.

b) The balance of Rs- 37,79,000/- (Rupees Thirty Seven lacs seventy nine thousand only) by Pay Order within one month after obtaining NO OBJECTION CERTIFICATE from the appropriate authority as required under Chapter XX-C of the Income-Tax Act, 1961.

The Vendors are hereby covenant with the Purchaser as under

4. i) The Vendors are the sole and absolute owners of the said shares and the said premises and no other person or persons or have any right, title, interest, property lien, claim or demand of any nature whatsoever unto or upon the said premises either by way of sale, charge, lien, Gift Trust, lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the purchaser.

ii) That the Vendors have not created any charge or encumbrance of whatsoever nature in respect of the said premises nor are said Shares and the said premises subject matter of any litigation nor are the same or any of attached in execution of a decree nor have the vendors created any tenancy or leave and Licence or any right in favour of any one in respect of said premises.

iii) That the Vendors have duly observed and performed the rules and regulations and bye-laws of the said society and have paid upto date their contribution of the Municipal taxes, water electricity and maintenance and other charges and

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outgoings payable by them in respect of the said premises:

iv) That the Vendors shall whenever required so to do from time to time and at all times hereafter execute and sign or cause to be executed and sign all such letters for application, deeds, documents, writings and papers; if any for more perfectly securing, assuring and effectually transferring the said Shares and said premises unto the use of the purchasers forever;

v) That the Vendors shall indemnify and keep indemnifying the Purchasers from and against all actions, claims, demands, costs, charges and expenses etc. claimed as falling due prior to the execution of this presents.

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5. The Purchaser hereby covenant with the Vendors as follows:-

i) That the Purchasers shall on getting possession of the said premises regularly pay to the said society their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises.

mises:

ii) That the Purchasers shall observe and abide by all the rules and regulations and bye-laws of the said society from time to time in force.

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6. This Agreement is subject to the permission of the appropriate authority under Chapter XX-C of the Income-Tax Act, 1961. In the event that the appropriate authority exercises it's rights to purchase the property the Vendor shall forthwith return to the Purchasers the said sum of Rs. 4,21,000/- (Rupees Four lacs twenty one thousand only) deposited with the vendors without interest

in the alternative the Purchasers shall be at liberty to recover the said amount of Earnest money directly from the appropriate authority and this Agreement shall forthwith stand terminated and neither party hereto shall have any right for specific performance or damages or otherwise against the other. In the event that the appropriate Authority does not exercise its rights or purchase; the parties hereto shall set on this Agreement and the Sale shall be completed by the Vendors in favour of the Purchasers within one month from the date of receiving NO OBJECTION CERTIFICATE from the Appropriate Authority and upon the Vendor's receiving full payment from the Purchasers and shall lodge the relevant transfer forms and other papers with the said society. In the event that the Purchasers do not completethe transaction and pay the full price to the Vendors within one month from the date of receipt of N.O.C.; time being of the essence, the earnest money or deposit and any other amounts paid by the Purchaser under this Agreement shall stand forfeited forthwith, and this Agreement shall stand cancelled and be of no effect. In the event that the Appropriate Authority directs purchase of the property and the Purchasers wish to take legal action by way of writ petition or otherwise, the Purchasers may do so only upon paying to the Vendors the entire amount payable under this Agreement before filing a writ petition.

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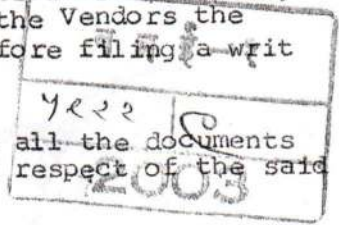
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7. The Vendors shall hand over to the Purchasers all the documents of title including all original agreements in respect of the said premises upon the completion of the Sale.

8. The Transfer fees of the said Society for the transfer of the said shares and the said premises in favour of the Purchasers shall be borne by the parties hereto in equal shares.

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Contd...4...



Handwritten signature: R.V. Godhuni

Handwritten mark: A stylized '4' or similar symbol.

Handwritten mark: BMB

9. All out of pocket expenses and costs of and incidental to this Agreement executed in duplicate and for execution of any other deeds, documents or writings shall be borne by the Purchaser only. The Stamp duty if at all to be paid the same shall be borne by the Purchaser only.

This Agreement is endorsed in duplicate one copy each to be kept by the Vendors and the Purchasers.

I N WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO AND TO A DUPLICATE HEREOF SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DA AND YEAR FIRST HEREBOWE WRITTEN

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS

1. MR. FREDOON KAVASHA BHOWNAGRI

2. MRS. DANOO FREDOON BHOWNAGRI

IN THE PRESENCE OF

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASERS.

1. MR. VINOD VIRJIBHAI GODHANI

2. MR. RAMESH VIRJIBHAI GODHANI

IN THE PRESENCE OF ...

Case No. 1808

Office of The Dy. Inspector General of Registration
And Dy. Controller of Stamps Bombay

Certified that under Section 41 of the Bombay Stamp Act 1963, that the proper Stamp duty Rupees 369000/- and penalty Rupees 250/- have been paid in respect of the instrument, vide challan no. 910

Collector

Subject to the provisions of Section 53 A

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[Handwritten signatures and names in the witness section]
B. Bhownagri
D. Danoo
R. D. Bhownagri
Godhani
R. V. Godhani
B. P. Patel



910-1
922/96
2003

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②

[Handwritten initials]

R E C E I P T

RECEIVED with thanks from the Purchasers within named
the sum of Rs. 4,21,000/- (Rupees Four lacs twenty one
thousand only) by Pay Order No. 007240 dated 25/10/1989
drawn on BANK OF INDIA as and by way of earnest
money for the premises hereinabove mentioned.

I say Received.

MR. FREDOON KAWASHA BHOWNAGRI.

I say Received.

MRS. BANOO FREDOON BHOWNAGRI.

R e c e i p t

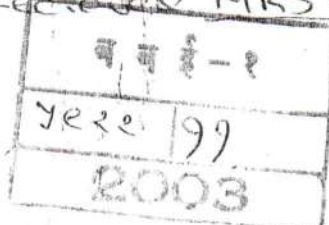
RECEIVED WITH THANKS FOR FULL AND FINAL
Settlement from Mr. Vinod Singhbhai
Godhane. The sum of Rs. 18,14,500/- (Rupees
Eighteen lacs fourteen thousand five hundred
only) And from Mr. Ramesh Singhbhai Godhane
The sum of Rs. 18,14,500/- (Rupees Eighteen lacs
fourteen thousand five hundred only) vide pay
slip Nos. 008407 and 008408 respectively,
Dated 1/FEB/1990, And also received from
both of the above mentioned parties the sum
of Rs. 1,50,000/- (Rupees One lac, fifty thousand
only) vide pay slip No 008409 Dated 1/FEB/
1990 (FOR furniture and fixtures) As per
Agreement. All pay slips Drawn on Bank
of India Opera House Branch. Bombay India.

I say Received

MR. FREDOON KAWASHA BHOWNAGRI

I say Received

MRS. BANOO FREDOON BHOWNAGRI



1) Frederick

2) B.B. Bhowm

100 Feb 1990



दस्त गोषवारा भाग-1

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दस्त क्र 5922/2003

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दुय्यम निबंधकः

8 pm

मुंबई शहर 1 (फोर्ट)

त क्रमांक : 5922/2003

ताचा प्रकार : घोषणा पत्र

क्र. पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
<p>1] नाव: विनोद व्ही गोधाणी हे स्वतः करिता व रमेश व्ही गोधाणी तर्फे मुखत्यार म्हणुन</p> <p>पत्ता: घर/फ्लॅट नं: 13/ ए</p> <p>गल्ली/रस्ता: क्रिस्टल वि</p> <p>ईमारतीचे नाव: 13 बा मजला</p> <p>ईमारत नं: 36 अल्टामार्केट र</p>	<p>लिहून घेणार</p> <p>वय 32</p> <p>सही</p>	 <p>82 - 39188</p>	
<p>2] नाव: - - -</p> <p>पत्ता: घर/फ्लॅट नं: - -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव: -</p> <p>तालुका: -</p> <p>पिन: -</p>	<p>लिहून देणार</p> <p>वय -</p> <p>सही</p>	<p>उपलब्ध नाही</p>	<p>उपलब्ध नाही</p>





दस्त गोषवारा भाग - 2

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दस्त क्रमांक (5922/2003)

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दस्त क्र. [बवइ1-5922-2003] चा गोषवारा
बाजार मुल्य : 4200000 मोबदला 4200000 भरलेले मुद्रांक शुल्क : 369000

दस्त हजर केल्याचा दिनांक : 19/08/2003 05:18 PM

निष्पादनाचा दिनांक : 19/08/2003

दस्त हजर करणा-याची सही :

[Signature]

दस्ताचा प्रकार : 64) घोषणा पत्र

शिवका क्र. 1 ची वेळ : (सादरीकरण) 19/08/2003 05:18 PM

शिवका क्र. 2 ची वेळ : (फी) 19/08/2003 05:19 PM

शिवका क्र. 3 ची वेळ : (कबुली) 19/08/2003 05:19 PM

शिवका क्र. 4 ची वेळ : (ओळख) 19/08/2003 05:21 PM

दस्त नोंद केल्याचा दिनांक : 19/08/2003 05:21 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) लिम्वेश - गांधी, घर/फ्लॅट नं: साईबाबा नगर

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं:

पेट/वसाहत: बोरिवली

शहर/गाव: मुंबई

तालुका:

पिन: 92

2) रश्मिन- मेहता, घर/फ्लॅट नं: संस्कृत वि

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं:

पेट/वसाहत: विलेपार्ले

शहर/गाव: मुंबई

तालुका:

पिन: 57

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)

पावती क्र.: 6020 दिनांक: 19/08/2003

पावतीचे वर्णन

नाव: विनोद व्ही गोधाणी हे स्वतःकरिता व
रमेश व्ही गोधाणी तर्फे मुखत्यार म्हणुन

30000 : नोंदणी फी

260 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल

(अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

30260: एकूण

[Signature]

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

L K Gandhi

Rmew

प्रमाणित करण्यात येते की या
दस्तावेज पत्रात ... 93 ... पाणे आदेश
[Signature]
सह दुय्यम निबंधक
मुंबई शहर क्र. १



दस्तावेज क्रमांक १

नोंदला.

तादीतः १९/८/०३

[Signature]

अपिलाची सुनावणी करण्याबरोबरच

निबंधकाचे सर्व अधिकार असलेल्या

सह दुय्यम निबंधक

मुंबई शहर क्र. १.

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Certificate No. 21

DUPLICATE

Member's Register No. 21

The Crystal Co-operative Housing Society Ltd.

(Registered under Section 9 (I) of the Maharashtra Co-operative Societies Act 1960)
(Maharashtra Act XXIV of 1961)

16, Murzban Road, Opp- New Empire Cinema, BOMBAY-1.

SHARE CAPITAL Rs. 3,00,000/-

DIVIDED INTO SHARES OF Rs. 50 (RUPEES FIFTY) EACH.

This is to certify that Smt. Savitri L. Khemlani

Registered Holder of (Five) 5 of Bombay is the

Shares numbered 101

105 both inclusive, of Rupees Fifty each in

The Crystal Co-operative Housing Society Ltd. Bombay,

subject to the provisions of the bye-laws of the Society, and that the sum of
50/- has been paid in respect of each of the said Shares.

Given under the Common Seal of the said Society at Bombay this
25th day of September 1964



M. V. Salchandan Chairman.

Ramdas Secretary.

J. K. S. Mani Member of the
Committee.

MEMORANDUM OF TRANSFER:

Date of Transfer	Transfer No.	To whom Transferred	Ledger Transfer Folio Clerk's	Chairman's Secretary, Member of the Committee Signature
1-12-67		Mr. Freedom Kavashaw Bhownagari	For The Crystal Co-operative Housing Society	[Signature]
		Mrs Banoo Freedom Bhownagari	Chairman/Treasurer	[Signature]
		Mr. Freedom K. Bhownagari	For The Crystal Co-operative Housing Society Ltd	[Signature]
		Mrs Banoo F. Bhownagari	Chairman/Treasurer	[Signature]
		Mrs Diana R. Bharucha	Chairman/Treasurer	[Signature]
		Mr. Vinod Vijibhai Gadhani	For The Crystal Co-operative Housing Society Ltd	[Signature]
		Mr. Ramesh Vijibhai Gadhani	Chairman/Treasurer	[Signature]