

From:

Miss Ananda H. Ahuja,  
303, Darya Daulat Khan  
J. P. Road, Fort  
Bombay, 61.

Dated:

6/8/84.

To:

Mr. Satyanarayan Ram Swamy,  
Mrs. Vyasa Lakshmi S. Swamy,  
116, Poonam, Laxman Park Rd.,  
Bachchan (W),  
Bombay, 58.

Dear Sir

Re: Sale of Flat No. 701<sup>st</sup> on the 7<sup>th</sup> floor of the building,

known as *Harmony - B* situated at *plot No. 343 of S. NO-41, Four Bungalow, Versova, Dikhunwadi.*

This is to confirm that I/we have agreed to transfer to you the benefit of my/our agreement dated 23-12-83 with Messrs YASMIN CORPORATION in respect of Flat No. 701<sup>st</sup> on the above named building for Rs. 25757-  
7-

Besides the above sum you will reimburse to me Rs. 134800/- already paid by me/us to M/s. YASMIN CORPORATION.

You will also pay to M/s. YASMIN CORPORATION directly the balance of Rs. 40747- payable to them under the said agreement dated 23-12-83. and as per the transfer agreement executed by us

Thanking you.

Yours faithfully,

*Chaitanya*



THIS AGREEMENT made at Bombay this 6th day of Aug 1984 Between ~~Shri/Smt./Ms.~~ Miss Anuradha N. Aruge of Bombay, Indian inhabitant, residing/having his/her/their office at :

303, Daruji Darsani S.P. RD., Versova, Bombay, 61

hereinafter called 'the original party of the First Part' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors and/or administrators) and Shri/Smt./

Mrs. Satyanarayana Ram Swamy  
Mrs. Vijaya Lakshmi S. Swamy

also of Bombay, Indian inhabitant residing/having his/her/their office at

A/6, Poonam, Lalubhai Park RD. Anandwadi, Bombay 58

Bombay, hereinafter called 'the party of the Second Part' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators) :

#### WHEREAS :

(a) By and under an Agreement dated the 23rd day of Dec. 1983 (hereinafter referred to as 'the said flat holder's Agreement') made between YASMIN CORPORATION the Developers of the One Part (hereinafter referred to as 'the Developers') and the party of the First Part of the Other Part, the Developers agreed to sell and the original party of the First Part agreed to purchase flat/unit/shop/garage No. 705 admeasuring 505 sq. ft. of built up area, on the 7th floor of the building known as Harmony-B situated at Plot No. 343 (hereinafter referred to as 'the said Premises') at the price and on the terms and conditions therein contained.

(b) Out of the total purchase price of Rs. 1388757 payable by the party of the First Part to the Developers the party of the First Part has upto now paid to the Developers aggregate amount of Rs. 134800/- (including the earnest money) leaving a sum of Rs. 40257/- still payable by the party of the First Part to the Developers as balance of purchase price as also deposits and other amounts referred to in the said flat holder's Agreement.

(c) The Party of the First Part is now interested in selling the said premises and has negotiated with the Party of the Second Part to transfer to the Party of the Second Part the benefit of the said flat holder's Agreement.

A. S. S. Swamy  
Char. S.

( 2 )

NOW THESE PRESENTS WITNESSETH that the parties hereto agree, declare and confirm as under :

1. The Party of the First Part has agreed to give to the Party of the Second part the benefit of the said flat holder's Agreement.

2. The Party of the Second Part has paid to the Party of the First Part a sum of Rs. 134800/- as reimbursement to the party of the First Part the amount aforesaid which has been so paid by the Party of the First Part to the Developers upto now in respect of the said premises. The Party of the Second Part has also paid to the Party of the First Part Rs. 7575/- by way of profit and/or consideration for agreeing to transfer the benefit of the said Agreement. The Party of the First Part hereby acknowledges receipt of the aforesaid amounts. The Party of the Second Part shall now have the benefit of the said flat holder's Agreement in place and stead of the Party of the First Part.

3. The Party of the Second Part agrees to pay and will pay to the Developers the balance of the purchase price in respect of the said premises viz. Rs. 4075/- by instalments specified in the said flat holder's Agreement and the new flat holder also agrees to pay to the Developers the proportionate deposit and other amounts mentioned in the said flat holder's Agreement and agrees to be bound by all the terms, conditions and provisions of the said flat holder's Agreement as if the Party of the Second Part has been a party to and had executed the said flat holder's Agreement. Consequently the party of the Second Part shall stand substituted for the original unit holder in the said flat holder's Agreement.

4. The Party of the First Part declares that it has not created any lien, charge, mortgage and/or encumbrance of any nature whatsoever and has not otherwise dealt with its right, title and interest in the said Agreement. The Party of the First Part further declares that the said Agreement is valid and subsisting.

5. The party of the First Part hereby confirms that he/she now does not have nor does he/she claim share, right, title or interest in the said premises or in the said building or against the Developers or the Party of the Second Part of any sort or nature whatsoever.

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(3)

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

SIGNED SEALED AND DELIVERED :

by the withinnamed Party of the :

First Part : ~~Shri/Smt./Ms.~~ Miss. Anu'le :

N. Anu'le..... :

in the presence of..... :

A. N. Anu'le..... :



( By father & Natural Guardian )

SIGNED SEALED AND DELIVERED :

by the withinnamed Party of the :

Second Part : ~~Shri/Smt./Ms.~~ Saly. Anasayan :

Ram Swamy - Mrs. Vijaya Lakshmi  
S. Swamy.....

in the presence of..... :

A. N. Anu'le..... :



Mrs. V. S. Swamy.

We have noted the contents of above.

For YASMIN CORPORATION  
For Lokhandwala Premises Pvt. Ltd.

J. S. Lokhandwala.  
Director

TRUSTEE