

प्रधान दुर्शन कार्य**ा, पुरन्**

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AGREEMENT TO ASSIGN

THIS AGREEMENT is made and entered into at Bombay, this 30th day of April, 1992 BETWEEN Smt. Shardaben R Vora, hereinafter referred to as "the ASSIGNOR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs, legal representatives, administrators, executors, etc.) of the ONE PART A N D Smt. Sadhana R Nikam , hereinafter referred to as "the ASSIGNEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs, legal representatives, administrators, executors, assigns) of the OTHER PART:

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Receipt No. Date
No. 3867 A4/726
GENERAL STAMP OFFICE
Bombay 21-1-1-1-1

RECEIVED From Was S.R. Hikaw

Duty Rupees 4580/- Ry Four thousand

CERTIFIED under Sec. 41 of the Bombay Stamp
Act, 1958, that the proper stamp duty Rupees 1500/
Extract thous and pensity Rupees 2500/
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have been paid in respect of the instrument,

William Mille

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WHEREAS:

I. The Assignor is holding five shares each of Rs.50/bearing Nos.871 to 875 (hereinafter referred to as "THE SAID SHARES" for the sake of brevity) THE MALAD NILANJANA CO-OPERATIVE HOUSING SOCTETY LIMITED (hereinafter referred to as "the SAID SOCIETY" the sake of brevity) registered under the Maharashtra Co-operative Societies Act, 1960 having Registration No.BOM/HSG/4708 of 1976 under Share Certificate No.77-A (hereinafter referred to as "THE SAID SHARE CERTIFICATES" for the sake of brevity) by virtue of being the Member of the said society:

II. The Assignor by virtue of the Membership of the said Society is in exclusive use, occupation and possession of Flat No.605 in the Building known as 'NILANJANA'

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Under an Agreement dated 14th June 1978 executed III. between Mrs Pushpa Jai Prakash Jain, as the Owner and the Assignor as the Purchaser therein, the Assignor acquired rights of ownership in the said Flat No.605 on the terms and conditions set out in the said Agreement dated 14th June, 1978 (hereinafter referred to as "THE SAID AGREEMENT" for the sake of brevity);

The Assignee has agreed to acquire all the rights of IV. the Assignor under the said Shares and under the said Share Certificate and all the rights of the Assignor's under the said Agreement dated 14th June, 1978 for total consideration of Rs.3,00,000/- (Rupees Three Lacs only);

The Assignor has agreed to sell, assign and transfer ٧. all her rights in the said Flat No.605 and all the rights under the said Agreement dated 14th June, and all the benefits under the said Shares under the said Share certificate for total consideration of Rs.3,00,000/- (Rupees Three lacs only);

The Assignee has agreed to pay the said total price of Rs.3,00,000/- (Rupees Three lacs only) in the following manner:

- (a) Rs.25,000/- (Rupees Twenty Thousand only) on or before execution of this Agreement;
- Rs.2,75,000/- (Rupees Two Lacs Seventy-five (b) Thousand only) being the balance of the total consideration amount on the Assignor putting the in exclusive use, occupation Assignee possession of the said Flat No.605 and handing over all the original documents and signing all the necessary transfer applications;

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VII The Assignor has agreed to receive the said sum of Rs.3,00,000/- from the Assignee in the manner mentioned in Clause (VI) hereinabove;

VIII. The Assignee has agreed himself to abide by Bye-laws,
Rules and Regulations of the said Society and also to
perform and observe all the terms and conditions of
the said Agreement dated 14th June, 1978;

IX. The Assignor has agreed to pay all the maintenance charges in respect of the said Flat to the said Society till the day till she, the Assignor puts the Assignee in the exclusive use, occupation and possession of the said Flat;

X. The Assignee hereby agrees to pay all the charges of the Society under maintenance charges property tax and all other charges payable in respect of the said Flat and as the Member of the said Society;

XI. The parties hereto have agreed to record the terms and conditions in writing;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS follows:

1. The Assignor hereby agrees to sell, assign and transfer all her rights in Shares No.871 to 875 under Share Certificate No.77-A of the Malad Nilanjana Co-operative Housing Society Limited and all right, title and interest in respect of flat No.605 on the 6th Floor of the Building Nilanjana (Marve Road) C.G. Road, Malad (West), Bombay 400 064 and all the benefits under the said Agreement dated 14th June, 1978 to the Assignee for the total consideration amount of Rs.3,00,000/- (Rupees Three lacs only).

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2. The Assignee hereby agrees to acquire and purchase all the rights of the Assignor in the said Shares No.871 to 875 under the Share Certificates No.77-A of the said Malad Nilanjana Co-operative Housing Society Ltd., and all the right, title and interest of the Assignor in respect of the said Flat No.605 and all the benefits under the said Agreement dated 14th June, 1978 for the total consideration of Rs.3,00,000/- (Rupees Three Lacs only).

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3. The Assignee hereby agrees to pay the said total consideration amount of Rs.3,00,000/- (Rupees Three lacs only) in the following manner:

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- a) Rs.25,000/-
- (Rupees Twenty thousand only) on or before the execution of this Agreement;

b) Rs.2,75,000/-

(Rupees Two Lacs seventy-five Thousand only) being the balance of the said total consideration amount of Rs.3,00,000/- on the Assignor putting the Assignee in vacant, exclusive use, occupation and possession of the said Flat No.605 and on the Assignor handing over all the documents in respect of the said Flat from the name of the Assignor to the name of the Assignee.

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4. The Assignee hereby agrees to abide herself by all Bye-Laws, Rules and Regulations of the said Society and all the terms and conditions of the said Agreement dated 14th June, 1978.

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5. The Assignor hereby agrees to pay all the dues of the said Society in respect of the said Flat till the day she hands over vacant possession of the said Flat to the Assignee i.e. the Assignor putting the Assignee in exclusive use, occupation and possession in respect of the said Flat.

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6. The Assignee agrees to pay all the maintenance charges payable to the said Society in respect of the said Flat from the date from which she is put in vacant and peaceful possession of the said Flat by the Assignor.



7. The Assignor hereby declares that she has not encumbered the said Flat or the said Shares in any manner whatsoever and the said Flat and the said Shares are free from all the encumbrances.



8. The Assignor hereby declares that she has absolute right to sell, assign and transfer all her rights, in respect of the said Flat and the said Shares to the Assignee.



9. The Assignor hereby agrees to sign all applications, transfer forms and other papers which may be required to be signed by the Assignor for getting the said Flat and the said Shares transferred in the name of the Assignee from the name of the Assignor in the records of the said Society and other concerned authorities.



10. The Parties hereto hereby agree and undertake to sign and execute all such deeds and documents and to do all acts and things which may be necessary for giving effect to this Agreement and for getting the said Flat and the said Shares transferred in the name of the Assignee from the name of the Assignor.



11. The Assignor hereby agrees and undertakes to fully indemnify the Assignee if any claim of any nature whatsoever is made by any third party either in respect of the said Flat or the said Shares.



12. The Assignee hereby agrees to pay Stamp duty and other charges which may under law be required to be paid in respect of the transaction under this Agreement.

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

SIGNED SEALED AND DELIVERED BY)
the withinnamed, the ASSIGNOR,)
Smt. SHARDABEN R. VORA)
in the presence of)

1. A.D. Shalo

SIGNED SEALED AND DELIVERED BY)
the withinnamed, the ASSIGNEE,)
Smt. SADHANA R NIKAM)
in the presence of)

-1. Rasikler Himallel VELC

- 2. K.R. WOLL

RECEIVED from the withinnamed, the)
Assignee, Smt. SADHANA R NIKAM the sum)
of Rs.25,000/- (Rupees Twenty Five)
Thousand only) by pay order No.112490) Rs.25,000/of 27.4.92 drawn on Abhyudaya Co-)
operative Bank Ltd. being the part)
consideration amount of the said total)
consideration of Rs.3,00,000/-.)

WITNESSES:

I SAY RECKIVED

1. BM

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2. A.D. Shah