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2 JAN 1979

AGREEMENT OF SALE

THIS AGREEMENT IS MADE AND ENTERED into at Bombay this ^{31st} 27th day of January, 1979 between Sri Rajendrakumar Agarwal s/o. late Sri Motiram Agarwal residing at flat No. 24, 3rd floor, Sujata Building in Sujata Niketan Co.op. Hsg. Society, Shree Rani Sati Marg, Malad East, Bombay-64, hereinafter referred to as "THE VENDOR" (which expression shall mean and include his heirs, legal representatives, successors and assigns) of the ONE PART AND Smt. Chandra-kaladevi wife of Madhusudan Maheshwary, Indian Inhabitant residing at present at 3/16, Malad Co.op.Hsg.Society, Podar Park, Malad East, Bombay 400 064, hereinafter referred to as the "PURCHASER" (which expression shall mean and include her heirs, legal ~~expressin~~ representatives, successors and assigns) of the OTHER PART:-

WHEREAS THE Vendor is a member and a share holder of the Sujata Niketan Co.op.Hsg.Society Ltd., situate at Shree Rani Sati marg, Malad East, Bombay 400 064. (hereinafter referred to as "the said Society" AND WHEREAS the

Vendor is holding five shares bearing Share No. 116 to 120 of the said Society AND WHEREAS the Vendor has been allotted as a member and share holder of the said society flat or Block bearing No. 25 in Sujata Bldg. at the 4th floor, in the said society at Shree Rani Sati Marg, Malad East, Bombay 400 064, by the said Society which flat is herein-after referred to as "THE SAID FLAT" AND WHEREAS THE Vendor is seized and possessed of the said flat as owner member of the said Society free from all encumbrances and WHEREAS the Vendor has agreed with the purchaser to sell, transfer and/or assign all rights title and interest in the said flat together with the said shares of the said Society and the purchaser has agreed to purchase the same on the terms and conditions hereinafter mentioned:-

AND THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES hereto as under:-

1. The Vendor has agreed with the purchaser to sell, transfer and/or assign all rights, title and interest in the said flat No. 25 situate at Sujata Building, 4th fl., and in favour of the purchaser and the purchaser has agreed to purchase and/or to get transferred and/or assigned the same to his name together with the said shares bearing No. 116 to 120 of the Society for the sum of Rs. 45,000/- (Rupees Forty five thousand only) which price and/or consideration has been fixed and agreed for the said flat No. 25, Sujata Building at 4th floor.

C. K. Maheshwari

2. The Purchaser has paid to the Vendor a sum of Rs.45,000/- (Rupees Forty five thousand) by ~~cheque~~ ^{draft} No. ~~SB 346585~~ ^{OL/AE 120812} dated ~~27th~~ ^{31st} January 1979, for Rs.45,000/- drawn ^{AA} ~~of~~ ^{on their Bombay Main Office} the State Bank of India, Malad (East), Bombay Branch, being the agreed price and/or consideration on signing this agreement, receipt thereof the Vendor hereby admits and acknowledges.

3. The Vendor shall deliver possession of the said flat to the purchaser on or before ~~28th January~~ ^{1st February} 1979. The Vendor shall also get the said shares transferred to the name of the ~~prn~~ purchaser at an early date and he shall make necessary application to the Society well in time so that the said shares are transferred to the name of the Purchaser. However in case there is any delay on the part of the said society for transferring the said shares, the Vendor shall not be held liable for any unavoidable delay but notwithstanding the same the Vendor in any case, will deliver possession of the said flat to the purchaser. The Purchaser on his part will make payment of the said flat before taking the possession. The Vendor in any event would make application to the said Society for transferring the said shares from his name to the name of Purchaser.

4. The Vendor shall also deliver the said shares to the purchaser duly assigned to the name of the Purchaser and/or along with transfer forms/application duly signed.

5. The Purchaser shall become member of the said Society and he will abide by the Rules and Bye-laws of the said Society.

6. The Vendor shall pay and clear off all necessary monthly dues and charges payable to the said Society in respect of the said flat, till possession is

given and thereafter from the date of receiving the possession of the said flat, the purchaser shall henceforth bear and pay all the monthly dues and charges of the said society.

7. The ^{Purchaser} Vendor shall bear and pay the transfer fees of the Society.

8. Both the parties hereto hereby agree that they shall sign such documents, forms and/or application as may be required by the said Society and to do such other acts deeds and things and to sign such other documents as may be necessary to give full effect to this indenture.

IN WITNESS WHEREOF the parties hereto have ~~xxx~~ hereunto set and suscribed their respective hands to this agreement on the day and year hereinbefore mentioned.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED Shri Rajendrakumar)
Agarwal in the presence of.....)

M. Agarwal

SIGNED AND DELIVERED BY THE)
WITHIN NAMED Smt. Chandrakala)
M. Maheshwar in the presence of.....)

Chandra Kala Devi Maheshwari

RECEIVED from Smt. Chandrakala M. Maheshwari, the purchaser herein, being the price and/or

Rs. 45,000/-

consideration of flat No. 25, in Sujata Niketan Co-O. Housing Society, at Shree

Rani, Sati Marg, Malad East, Bombay 400064, by ^{draft 01/18E 120812 3187} Cheque No. ^{AA} 346585 dated 27th January

1979 for Rs. 45,000/- ^{of} drawn on State Bank of India, Malad East, Bombay Branch. ^{on State Bank of India Bombay Main Office}

Total: Rs. 45,000/-

c. k. Maheshwari

I Say received the said amount of Rs. 45,000/-



(*Rajendra Prasad* Rajendraprasad Agrawal)

- 1 share certificate -
1 copy of Agreement of Sale }
2 copies of Transfer forms
2 " of Membership "
3 " of Nomination "

All handed over personally
by Shivshanker Bihari
to Maheshabhai Guteria
on 6/21/79 at 8/30 a.m.

DATED THIS DAY OF JANUARY 1979.

Rajendrakumar Agarwal

AND

Smt. Chandrakala M. Maheshwar

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