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Bombay

21 OCT 1993

Signature

AGREEMENT

ARTICLES OF AGREEMENT made and entered into at Virar this 24th day of October, in the Christian year One Thousand Nine Hundred and Ninety Three BETWEEN (1) MRS. KALPANA NARENDRAKUMAR JAIN, of Bombay Inhabitant hereinafter referred to as VENDOR (which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs, executors, administrators) of the ONE PART, AND (1) SHRI. SURESHKUMAR BAMBORIYA having his address at H - 202, Sneha Nagar, Virar Agashi Road, Virar (West), Dist. Thane hereinafter collectively referred to as PURCHASER (which expression shall unless it be repugnant to the context

Kalpana Jain

S.K. Bemboriya

Contd... 2/-

Contd... 1/-

S.K. Baijya

Radhika Jain

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or meaning thereof mean and include his respective heirs, executors, administrators and assigns) of the OTHER PART :

WHEREAS by an Agreement dated 26th May 1990 executed between M/s. P.K. Developments (therein referred to as Promoter) and Vendor herein (therein referred to as Purchaser), Vendor herein purchased and acquired Flat No. 203, 2nd floor, 'H' Wing in the Building known as Snaha Nagar, situated at Virar Agashi Road, Village Virar (West), Dist. Thane at or for the consideration and on the terms and conditions contained therein. AND WHEREAS the premises Plot NO 14815 Survey NO 377-B 590 - Bwd up area

.. 3/-

purchasers in the said Building Sneha Nagar have formed co-operative Housing Society known as Sneha Nagar Co-op. Housing Society under the provisions of Maharashtra Co-op. societies Act, 1961. AND WHEREAS the Vendor is the member of said Sneha Nagar Co-operative Housing Society Ltd. and holds five shares of Rs. 50/- each under share certificate No. 25 dated 20.11.1992 AND WHEREAS as member of the said society the Vendor is absolutely seized and possessed and well and sufficiently entitled to a Flat No. 203, 2nd Floor, 'H' Wing, in the Building known as Sneha Nagar, Sneha Nagar Co-op. Housing Society Ltd., situated at Virar Agashi Road, Village Virar (West), Dist.Thane. AND WHEREAS the Vendor has agreed to sell and the purchaser has agreed to purchase the aforesaid five shares together with benefits under the above Agreement dated 26th May, 1990 and all the rights, title and interest of the Vendor in the aforesaid Flat together with all the security deposits and sinking funds lying with the said society to the credit of the Vendor at or for the price and on the terms and conditions hereinafter stated. NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- 1) The Vendor shall sell and assign and the Purchaser shall purchase and acquire aforesaid five shares of Rs. 50/- each under share certificate No. together with all the right, title and interest of the Vendor in the said Flat No. 203, 2nd floor 'H' Wing in the Building known as Sneha Nagar, Sneha nagar Co-op. Hsg. Society Ltd., situated at Virar

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S.K. Bhatnagar

Agashi Road, Village Virar (West), District Thane together with the benefit under the above Agreement dated 26th May, 1990 and together with the vacant possession thereof and together with the security deposit and sinking funds at or for the lumpsum consideration of Rs. 1,35,000/- (Rupees One Lakh Thirty Five Thousand Only).

2) The Purchaser has paid to the Vendor on or before the execution of this Agreement the aforesaid aggregate sum of Rs. 1,35,000/- (Rupees One Lakh Thirty Five Thousand Only) payment and receipt whereof the Vendor doth hereby admit, acknowledge and confirm and discharge the purchaser for the payment thereof.

3) In consideration of the entire purchase price paid by the purchaser to the Vendor, Vendor has put the Purchaser into vacant and peaceful possession of the above Flat free from all encumbrances of any nature whatsoever.

4) The Vendor doth hereby covenants with the Purchaser that the Purchaser shall be entitled to have and to hold, possess and occupy the said Flat as the full and absolute owner thereof without any let, hinderance, denial, demand, interruption from the Vendor or any person claiming through her.

5) The Vendor further covenants that she has not done any act, matter, deed or thing whereby she is prevented from transferring and assigning her right, title and interest in respect of the above Flat.

6) The Vendor hereby confirms and declares that the said Flat and the said shares hereby sold and trans-

S.K. Bhatnagar
Rajendra Jain

ferred to her and she has not raised
whatsoever and she has not raised
any loan and/or financial assistance on the said
Flat by creating mortgage and/or charge thereon
in favour of any person or persons and/or financial
institutions and she shall indemnify and keep in-
demnified the Purchaser for the payment of said
liability, and further declare that she has not
created any third party rights in respect of the
said Flat of any nature whatsoever and she has not
entered into any agreement and/or writing in res-
pect of the said Flat in favour of any person or
persons and Vendor has full right and absolute
authority to transfer the said Flat and the said
shares in favour of the Purchaser.

7) The Vendor hereby covenant that there is no
litigation pending in respect of the said Flat in
any court of law either Civil or Criminal and the
same is not a subject matter of attachment either
before or after judgement and she is not prevented
from executing these presents in favour of the Pur-
chaser.

8) The Vendor has handed over the original docu-
ments in respect of the said Flat including the
aforesaid share certificate issued by the said society.

9) The Vendor doth hereby resign as member of
Sneha Nagar Co-op. Housing Society Ltd. and she has
no objection on Purchaser being admitted as Member
of the said Society and she has no objection for
transfer of the above five shares and above Flat in
favour of the purchaser.

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10) All the outgoings and taxes in respect of the said Flat upto October 1993 shall be borne and paid by the Vendor and from November, 1993 the same shall be the liability of the Purchaser.

11) The stamp duty if any payable in respect of this Agreement shall be borne and payable by the Purchaser only.

12) The Vendor hereby covenants that she shall from time to time and at all times hereafter execute and cause to be executed all documents, deeds which may be required by the Purchaser or by the society for more perfectly transferring the said Flat and the shares hereby sold in favour of the Purchaser or his nominees.

IN WITNESS WHEREOF the parties horeto have here-
unto set and subscribed their respective hands and
seals on the day add year first hereinabove stated.

SIGNED SEALED AND DELIVERED
by the withinnamed VENDOR
SMT. KALPANA NARENDRAKUMAR
JAIN, in the presence of
.....

Kalpama Jain

SIGNED SEALED AND DELIVERED
by the withinnamed PURCHASER
MR. SURESHKUMAR BAMBORIYA,
in the presence of

S.K. Bamboriya