

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MMRDA BLDG. BANDRA (E)
MUMBAI - 400 051
MAHARASHTRA/010



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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this 30th day of APRIL in the Christian year One Thousand Nine Hundred Ninety Eight BETWEEN MR. SURESHKUMAR BAMBORIYA, Audlt, Indian Inhabitant, RESIDING AT H/203, SNEHA NAGAR, AGASHI ROAD, VIRAR (WEST). hereinafter called the "THE TRANSFEROR" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators meaning and assigns) of the FIRST PART :-

S. K. Balanga

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G. R. S.

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MRS. GUNVANTI RAMKISH SHAH, Adult, Indian Inhabitant, RESIDING AT RAM NIWAS, R.NO. 4, ABOVE DENA BANK, AGASHI ROAD, VIRAR (WEST), hereinafter called "THE TRANSFEREE" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include her heirs, executors, administrators and assigns of the SECOND PART :-

W H E R E A S

a> The Transferor is the member of SNEHA NAGAR CO.OP.housing society Ltd., a society duly registered under Maharashtra Co-operative Society Act, 1960 Bearing Registration No.NO. TNA/ VSI/ HSG/ (TC)/ ~~168~~ /1991=~~72~~ situate at:- VIRAR AGASHI ROAD, VIRAR <WEST>, S.NO. 377-B, PLOT NO. 14 & 15, Admeasuring 7100 sq. mts, respectively, Lying Being & situated at Virar Agashi Road, Virar (west), TAL. VASAI, DIST. THANE, within the area of sub-Registrar at Vasai and Virar hereinafter for brevity's sake collectively referred to as "THE SAID SOCIETY" and as such member the transferor is entitled to five(5) shares of the said society and of the face value of Rs.50/- each, bearing Shares Certificate No. ~~25~~ & Shares No. ~~124~~ to ~~125~~, (hereinafter for brevity's sake collectively referred to as "THE SAID SHARES") and have been holding the FLAT bearing No. H/203, SECOND FLOOR in SNEHA NAGAR Co.Operative Housing Society Ltd., Admeasuring 590 sq. fts., (Built up), being and situated at VIRAR AGASHI ROAD, VIRAR (WEST), TAL. VASAI. DIST. THANE. (hereinafter for brevity's sake collectively referred to as "THE SAID FLAT").

B> The Transferor has purchased the said flat from MRS. KALPANA NARENDRAKUMAR JAIN, vide an Agreement dated 24TH OCTOBER, 1993.

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G.R.S.

C> The Transferor has paid full purchase price to the MRS. KALPANA NARENDRAKUMAR JAIN and also has paid all the dues to the society.

D> The transferor is ready and willing to sell, assign and transfer right, title and interest and five shares and the said flat to the Transferee which the transferee has agreed to purchase for a lump sum price of Rs. 3,00,000. (Rupees THREE LACKS ONLY)

E> The Transferor herein has obtained permission/ no objection certificate from the society to sell the said flat to the transferee herein.

F> The said flat is being purchased by the transferees for residential purpose and to which the provision of the Maharashtra Ownership Flats (Regulation transfer) Act, 1963 apply.

G> The Transferee has prior to the execution of this agreement satisfied herself about the title of the Transferor to the said flat and has agreed to purchase the said flat and right, title and interest on the terms and conditions hereinafter appearing:

NOW, THEREOF, THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETED AS FOLLOWS :

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S. K. Bhatnagar

G. R. S.

1. The transferor has agreed to transfer the right title and interest to the transferee in the said flat for a total consideration of Rs.3,00,000/- (Rupees THREE LACKS Only).
2. The Transferee has paid to the transferors a sum of Rs.3,00,000/- (Rupees THREE LACKS ONLY) as an by way of FULL consideration amount on the day of execution of this agreement.
3. It is hereby agreed that in respect of any amount payable by the transferees to the transferor under or by virtue of this agreement the transferor shall has a first lien and charges on the said flat so long as the same shall remain unpaid. The possession to the said flat will be given after receiving full consideration amount.
4. The Transferor has delivered to the Transferees, the Xerox Copy original Agreement dated 24th October 1993 executed between the transferor and MRS. KALPANA NARENDRAKUMAR JAIN And all other necessary papers in respect of the said flat on the day of execution of this agreement.
5. The Transferor declares that no person except herself has any shares, right, title or interest of whatsoever nature in the said flat and further declares that he is not entered into any agreement for sale, agreement to lease or any other agreement in respect of the said flat or any part thereof within any person and that no loans has been obtained by the Transferor by hypothecating the said flat or any portion thereof.

S.K. Bawlya

G.R.S.

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6. The Transferor hereby agree to pay all dues towards the Municipal taxes, Electric and Water charges, Maintenance charges etc., in respect the said flat for the period ending the day previous to date of taking possession of the said flat. The transferor hereby agrees and undertakes to indemnify and keep indemnified the transferee against payment of such charges for the said period. And from anyother claim of whatsoever nature towards the said flat.

7. The transferee shall has no claim save and except in respect of the said flat hereby purchased by him the common passages and the common amenities provided by the builders in the said building and the premises of the SOCIETY.

8. The Transferee shall not throw nor shall allow or cause to be thrown any dirt, rubbish or garbage or any other refuse out of his flat or any part thereof of the said society.

9. The transferor shall transfer the Electric meter in the said flat to the name of the transferee, if the said meter is on the name of the transferor and shall sign transfer form and all other necessary papers in that behalf.

10. The Transferee hereby covenant to keep the walls, sowers, pipes and appurtenances thereto belongings in good and tenantable condition so as to support shelter and protect the parts of the said building.

S.K. Bhatnagar

G.R.S.

11. The Transferor hereby agree to transfer the membership share thereof to the name of the transferee and also has agreed to sign all the forms necessary for transfer of the said flat in favour of the transferee in the record of the society.

12. The transferee shall not use nor shall allow or cause to be used the said flat or any part thereof for any purpose which may or which is likely to cause nuisance to the occupants of other tenements in the said building nor for any illegal or immoral purpose.

13. The transferee accept the construction and fitting etc. in respect of flat to be satisfactory as on the execution of this agreement and shall not call upon the transferor to cause any addition, alteration or repairs to the flat occupied by her, nor shall hold the transferor liable for any defects in the said construction.

14. Save as otherwise provided hereinabove all out of pocket, charges and expenses for and incidental of this agreement, registration fees and other deeds, documents and writing to the execution of and in pursuance thereof, shall be borne and paid by the transferee alone and each party shall bear and pay their own advocate's fees.

15. This Agreement is subject to the provision of The Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Co-operative Societies Act, 1960 with rules made the reunder.

S.K. Bawanya

G.R.S.

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

THE SCHEDULE ABOVE REFERRED TO

FLAT bearing No. H/203, SECOND FLOOR in SNEHA NAGAR Co.Operative Housing Society Ltd.. Admeasuring 590 sq. fts., (Built up), Constructed on N. A. land bearing S. No. 377/B, PLOT NO. 14 & 15, Admeasuring 7100 sq. mts. lying, being and situated at VIRAR AGASHI ROAD, VIRAR (WEST), TAL. VASAI. DIST. THANE, within the area of sub-registrar at Vasai II and Virar.

SIGNED AND DELIVERED by the

withinnamed "THE TRANSFEROR"

MR. SURESHKUMAR BAMBORIYA

in the presence of

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SIGNED AND DELIVERED by the

withinnamed "THE TRANSFEREE"

MRS. GUNVANTI RAMESH SHAH

in the presence of

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