



क्रमांक 285

27 MAR 1985

विक्रीकर भवन, मुंबई

दिनांक

संबंधी/श्री./श्रीमती 4. Paratil Adu

..... यांना न्यायेतर मुद्रांक
रु. चा विकला.

[Signature]
मुद्रांक विक्रेता

AGREEMENT OF SALE AND PURCHASE OF A FLAT.

This agreement of sale made this 8th day of May, 1985 between Shri Jagdish Prasad Prayag Mishra, an adult, Hindu Indian Inhabitant of Bombay, residing at B/7, Happy House, Co-operative Housing Society, Hatiekar Buwa Marg, Prabhadevi, Bombay - 400 025, hereinafter called and referred to as "The Vendor" (which expression shall mean and include unless repugnant to the context meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the First Part AND Shri Jayawant Govind Patil, an adult, Hindu, Indian Inhabitant of Bombay, residing at 36/1942, Gandhi Nagar, M.H.B. Colony, Bandra (East), Bombay - 400 051 hereinafter called and referred to as "The Purchaser" (which expression shall mean and include unless repugnant to the context meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the Second Part.

[Signature]

[Signature]



[Signature] 23/4/97
SANJEEV M. WANGANKAR

Special Executive Magistrate
Shri Laxmi Nivas Hatiskar Marg,
Prabhadevi Bombay-400 025.

..2/-

of the Vendor in the said flat heretofore held by her as
hereditary and absolute right of use and occupation of the
said flat and also the conditions of the agreement entered into
for the formation of the said society which has been agreed by
the Vendor NOW TO BE AFFIRMED AND CONFIRMED BY THIS DEED
agreed by and between the parties hereto as follows:-

1) The Vendor has agreed to sell the said flat to
Purchaser for Rs. 1,00,000/- (Rupees one lakh only) and the
Purchaser has agreed and purchased the flat and the Vendor
has given the vacant and peaceful possession of the said flat
to the Purchaser on the date of the execution of this present
agreement and the Purchaser has paid Rs. 1,00,000/- (Rupees
one lakh only) including the deposit, share amount, etc. to
the Vendor the receipt whereof the Vendor doth hereby acknowledge

- 2 -

WHEREAS the Vendor is the Owner and absolutely seized and possessed of and/or entitled to a Flat No. B/7, 1st floor in Happy House Co.op. Housing Society Ltd. (Regd. No. BOM/HSG/GS/6542 of 1983) ~~XX~~ T.P.S. IV Eknathbuwa Hatiskar Marg, Prabhadevi, Bombay-400 025, hereinafter called "The said Flat" AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said flat together with permanent hereditary and absolute right of use and occupation of the said flat AND WHEREAS the Vendor has acquired the said flat vide agreement dt. 29.11.78 from Noorbai Adam-Landlord and M/s. Rizvi Builders. AND WHEREAS the Vendor has agreed to sell and transfer to the purchaser and the purchaser has agreed to purchase and acquire all the rights, title and interest

..3/-

of the Vendor in the said flat together with the permanent hereditary and absolute right of use and occupation of the said flat and also the benefit of the shares and the deposit for the formed Co-operative Society which has been paid by the Vendor NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1) The Vendor has agreed and sold the said flat to Purchaser for Rs. 1,00,000/- (Rupees One lakh only) and the Purchaser has agreed and purchased the flat and the Vendor has given the vacant and peaceful possession of the said flat to the Purchaser on the date of the execution of this present agreement and the Purchaser has paid Rs. 1,00,000/- (Rupees One lakh only) including the deposit, share amount, etc. to the Vendor the receipt whereof the Vendor doth hereby admit and acknowledge and confirm and of and from the payment of the same and every part thereof doth hereby release and forever discharge the purchaser and the Vendor doth hereby transfer his right, title and interest in the said flat to the Purchaser the party of the Second Part together with the benefit of deposit, shares money, etc. lying with the society. It is also agreed by and between the parties that the transfer expenses of the said flat in the name of Purchaser shall be paid by both the parties equally.

2) The Vendor doth hereby covenant with the Purchaser that the said flat agreed to be hereby sold is free from encumbrance of any nature whatsoever and that the Vendor has full and absolute power to transfer and deliver possession of the said flat to the Purchaser.

3) The Vendor doth hereby covenant with the Purchaser that he has paid all the outgoing expenses, charges,

Amir

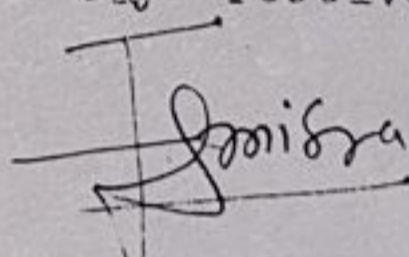
Amir

A C K N O W L E D G E M E N T

Received of and from the withinnamed Purchaser the sum of Re. 1,00,000/- (Rupees One lakh only) being the full and final settlement of the said flat mentioned hereinabove by cheques as follows :-

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>For Re.</u>
1) SRD NO. 972917	10.3.85	Canara Bank, Prabhadevi Branch.	10,000/-
2) SRD NO. 972913	7.5.85	--- do ---	26,000/-
3) S/BDR NO. 56671	7.5.85	The Saraswat Co. Op. Bank Ltd. Bandra-(East).	17,000/-
4) <u>PB/S NO.</u> <u>R M D C</u>	7.5.85	Central Bank Prabhadevi Branch.	37,000/-
5) <u>B E F</u> <u>1980</u>	7.5.85	Bank of Maharashtra, Bandra-(East).	10,000/-
Total:-			<u>1,00,000/-</u>

I say received.



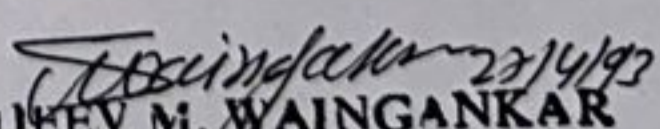
(Shri Jagdish Prasad Prayag Mishra)
Vendor.

Witnesses :-

1)

2)




SANJEEV M. WAINGANKAR
Special Executive Magistrate
Shri Laxmi Nivas Hatiskar Marg,
Prabhadevi Bombay-400 025.