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the agreement for...
in the name...
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...

20 Rs.



क्रमांक: १०१० दिनांक - 9 MAY 1994
मोर्गन नगर, १३, चापगाव मुंबई-१९.
सर्वेच्छा.....
यांना.....चा विक्रय

SHETTY ASSOCIATES
9/72, Motilal Nagar I,
Goregaon (West),
MUMBAI-400 104

सुधीर शिंदे

AGREEMENT

THIS AGREEMENT is made and entered into at
Bombay, on this 27 day of June 1994, BETWEEN
DHONDU BHUMAYYA TALKOKUL, adult, Indian
Inhabitant of Bombay, the original tenant of
Room No. 27, Charkop (I) Parkkuti Co-op. Hsg.
Society Limited., Plot No. 417, Sector IV,
RSC-41, Charkop, Kandivali (West), Bombay- 67,
hereinafter referred to as the "VENDOR" (which
expression unless repugnant to the context or
meaning thereof shall mean and include his heirs,
executors, administrators and assigns) of the One
Part, A N D CHANDRAKANT VITHAL KANTE, 48 years,
also an Indian Inhabitant, residing at Bombay,
hereinafter referred to as the "PURCHASER "
(which expression unless repugnant to the context
or meaning thereof shall mean and include his

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heirs, executors, administrators and assigns) of
the other party.

STATE OF GUJARAT

WHEREAS the Vendor is the original tenant/
allottee in respect of the said Room No. 27,
admeasuring 25 sq.meters, at Charkop (I)
Panchkuti Co-op. Housing Soc. Ltd. Plot No.417
RSC-41, Sector IV, Charkop, Kandivali (West),
Bombay-67, (hereinafter called the said ROOM)
which was allotted to him by the M.H. & A.D. A.
under World Bank Project.

AND WHEREAS the Vendor is a bonafide member
of Charkop (I) Panchkuti Co-op. Housing Soc. Ltd.
Regd. No. BOM/WR/HSG/TO/2714/1987-88 and holding
its shares bearing No. to under
Certificate No.

AND WHEREAS the Vendor has paid land cost
of the said room to the MHADA / WBP and also
paid construction cost of the said room and also
cleared instalments, taxes, outgoings etc. up to
date.

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AND WHEREAS the Vendor has acquired another accommodation elsewhere and therefore agreed to assign and transfer all his rights title and interest in the above room for the total cost price/ consideration amount of Rs.60,000/- (RUPEES SIXTY THOUSAND ONLY).

AND WHEREAS the Purchaser has accepted the above offer of the Vendor with the liability to repay the balance instalments on the following terms and conditions mutually agreed by and between the parties hereto as under :

NOW THEREFORE THESE PRESENTS WITNESSETH AS UNDER :

1. The Vendor hereby transfer and assigns all his rights, title and interest in respect of the said room including its tenancy, occupancy, possessory, ownership rights unto and in favour of the purchaser forever and absolutely from the date of execution hereof.
2. The Vendor hereby agrees to co-operate with the Purchaser for the transfer of the abovesaid room and its cost price unto and in favour of the purchaser.
3. That the Vendor further undertakes to co-operate with the purchaser for the transfer of membership / shares of Chakop (I) Panchkuti

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Co-op. Housing Society Ltd., to the name of the Purchaser.

4. The Vendor hereby agreed to sign necessary applications, forms, letters, affidavits, N.O.C. and other documents, as may be required for the above transfer in favour of the Purchaser.

5. The Vendor hereby declares that he himself his family members, nominees etc. have no objection for above transfer and none of them shall claim any right, title and interest in the said room in future.

6. The Vendor hereby declares that :

a) The Vendor has not entered into any agreement/s with any other person/s in respect of the said room.

b) He has not assigned/transferred his rights in the said room to any other person/s.

c) He has not mortgaged, alienated or charged with the said room and the same is free from all encumbrances.

d) Except the Vendor no other person/s have any right in the said premises and he being the O.T./Allottee of the

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said premises has got full and absolute right to assign and transfer his rights in the said premises in favour of the Purchaser.

7. The Purchaser hereby pays to the Vendor a sum of Rs.60,000/- (RUPEES SIXTY THOUSAND ONLY) as and by way of full and final cost price/ consideration amount of the above said room, the receipt whereof the Vendor hereby admits and acknowledges at the foot hereof in full and final settlement.

8. The Vendor hereby declares that he has paid the land/construction cost of the said room to the MHADA / WBP, and also cleared taxes, outgoings, society charges, instalments etc. upto date.

9. The Purchaser shall be responsible for the payment of balance instalments, taxes, outgoings transfer/regularisation charges, society charges and all other amounts in respect of the said room to the concerned authorities directly from the date of execution hereof for which the Vendor shall not be held responsible.

10. The Purchaser hereby undertakes to join the membership of the Charkop (I) Panchkuti Co-op. Housing Society Ltd., and abide by the rules and regulations and bye-laws of the said society and

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SIGNED AND DELIVERED by the
with named VENDOR in the
presence of

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SIGNED AND DELIVERED by the
with named PURCHASER in the
presence of

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RECEIPT

RECEIVED of and from the with named PURCHASER a
sum of Rs.60,000/- (RUPEES SIXTY THOUSAND ONLY)
as and by way of full and final cost price/consi-
deration amount of the said room as per the above
agreement.

I SAY RECEIVED Rs.60,000/-

WITNESSES :

1.

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VENDOR.

2.

I say that I have taken over the vacant and physical
possession of the said room from the VENDOR on the
date of execution hereof.

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PURCHASER.