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कर्माकः - 9 MAY 1994 .. SHETTY ASSOCIATE सर्वर्भ 9/72. Motilal Nagar & यांना 🗝 Goregaou (West)." HOMRAY-400 104

## AGREEMENT

THIS AGREEMENT is made and entered into at Bombay, on this 20 day of June 1994, BETWEEN DHONDU BHUMAYYA TALKOKUL, adult, Indian Inhabitant of Bombay, the original tenant of Room No. 27, Charkop (I) Parakuti Co-op. Hsg. Society Limited., Plot No. 417, Sector IV, RSC-21, Charkop, Kandivali (West), Bombay- 67, hereinafter referred to as the "VENDOK" (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 ormeaning thereof shall mean and include his

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heirs, executors, administrators and assigns) of the Other Park. 572 11 - 12 Mars & .

> WHEREAS the Vendor is the original tenant/ 140 104 allo ttee in respect of the said Room No. 27, admeasuring 25 sq.meters, at Charkop (I) Paromkuti 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. Certificate No.

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

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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).

above offer of the Vendor with the liability to repay the balance instalmentson the following terms and conditions mutually agreed by and between the parties hereto as under:

NOW THEREFORE THESE PRESENTS WITNESSETH AS

- 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 foreverand absolutely from the date of execution hereof.
- 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 cooperate with the purumaser for the transfer of membership / shares of Charop (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 infuture.
- 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/transferredhis rights in thesaid room to any other person/s.
  - c) He has not mortgaged, alienated or charged with the said room and the same is free from allencumbrances.
  - d) Except the Vendor mosther person/s
    have any right in thes aid 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 receiptwhereof the Vendor hereby admits and acknowledges at the foothereof infull and final settlement.
- B. The Vencor hereby declares that he has paid the land e/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 inrespect of the said room to the concerned authorities directly from the date of execution he reof 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 thesaid society and

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withinnam ed PURCHASER in the presence of ......

RECEIPT

RECEIVED of and from the withinnamed PURCHASER a sum of Rs.60,000/- (RUPEES SIXTY THOU SAND ONLY) as and by way offull and final cost price/consideration amount of the said room as per theabove 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 from from the VENDOR on the date of execution hereof.

PURCHASER.