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## AGREEMENT

THIS AGREEMENT is made and entered into at Bombay NEELAM MUKESH PATEL. LALLUBHAI PATEL, aged 35 years, Indian Inhabitant, residing at Tenement No. 15A/22, 3rd Floor, The UTKARSH Co-operative Housing Society Ltd., PMGP Colony, Off. Andheri Mahakali Road, Andheri (East), Mumbai-400 093. hereinafter called and referred to as the VENDORS (which expression unless repugnant to the context ormeaning thereof shall mean and include his heirs, executors, administrators and assigns) of the ONE PART; AND MRS. SANGEETA SANJAY PATOLE, aged Inhabitant, residing at Mumbai.

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hereinafter called and referred to as the PURCHASER (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the GTHER PART.

WHEREAS the Tenancy rights in respect of Tenament No. 15A/22, 3rd Floor, The UTKARSH Co-operative Housing Society Ltd., PMGP Colony, Off. Andheri Mahakeli Road, Andheri (East), Mumbai-400 093, adm. sq.ft. area (hereinafter called and referred to as the said Tenement) stands in the name of its original allottee MR. NARAYANDAS MANILAL RAVAL, which was allotted to him/her by the B. H. & A. D. Board vide PMGP in lieu of his old room at Shantibhavan, Fratap Nagar, Gumfa Road, Andheri (East), Mumbai.

AND WHEREAS MR. NARAYANDAS MANILAL RAVAL is bonafide member of The UTKARSH Co-operative Housing Society limited, having Reg. No. BOMBAY HOUSING-TC/8932, holding its shares bearing no. to under certificate no.

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AND WHEREAS the siad MR. NANAYAN MANILAL RAVAL, under affidavit/NOC dated: /05-1997, and Agreement Dated: /05/1997, and G.P.A. dated: /05/1997, has assigned and transferred all his/her right, title and interest in the said Tenament in favour of the vendors and as such the vendors has got full and absolute right on the said Tenament.

AND WHEREAS the Vendors has paid uptodate dues, taxes, outgoings, society maintainence charges, elect. bill etc. of the said flat to the concerned authorities

AND WHEREAS now due to personal difficulties and inconvenience the Vendors could not stay any more in the above said Tenament and therefore agreed to assign and transfer all their rights in the above Tenament in favour of the purchaser for the total cost price/consideration amount of Rs. 3,00,000/- (RUPEES THREE LAKHS ONLY);

AND WHEREAS the purchaser has accepted the above offer of the Vendors on the following terms and conditions mutually agreed by and between the parties hereto as under:-

NOW THEREFORE THESE PRESENTS WITNESSETH :-

- 1. That the purchaser hereby pays to the Vendors the said agreed sum of Rs. 3,00,000/- (RUPEES THREE LAKHS ONLY) as and by way of full and final cost price \ consideration amount of the abovesaid Tenament, the receipt whereof the Vendors hereby admits and acknowledges at the foothereof in full and final settlement.
- 2. In consideration of the above amount, the Vendors hereby assigns and transfers all his/her rights, title

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and interest in the above said Tenament along with its tenanacy, occupancy and possessory rights unto and in favour of the Purchaser herein forever and absolutely from the date of execution hereof and also puts the Purchser in exclusive possession thereof.

- That the Vendors hereby declares that he undertakes to co-operate with the purchaser for the transfer/regularisation of the above said Tenament and its cost price/deposits etc. to the name of the puchaser.
- The Vendors further undertakes to co-operate with the purchaser for the transfer of membership/shares of the The UTKARSH Co-op. Housing Society LTD., in favour of the purchaser.
- That the Vendors hereby agrees to execute all the necessary deeds, documents, papers and writings NOC letters and other documents for the effectual transfer of the above Tenament infavour of the purchaser as and when required by the Board or by the purchaser.
- The Vendors hereby declares that from the date of execution hereof the Vendors, his/her family members, nominees etc. have no objection for the above transfer and none of them shall claim any rights in the abovesaid Tenament in future.
- The Vendors hereby declares that :-
- They have not entered into any agreement/s with any other person/s in respect of the said Tenament.
- They have not assigned and transferred his/her, rights, title and interest in the abovesaid

Notate Tenament to any other person/s;

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- c) They have not mortgaged, alienated or charged with the abovesaid Tenament and the said Tenament is free from all encumbrances;
- have adopted a policy decision to transfer/regularise the tenancies of its Tenaments to the name of its occupants on payments of certain fixed regularisation charges and in view of the above, the Vendors have got full and absolute right to assign and transfer all his rights in the abovesaid Tenament in favour of the purchaser:
- e) The Vendors hereby declares that expect himself no other person/s have any rights, in the above said

  Tenament:
- 8. That the Vendors hereby declares that he has paid the full cost price of the above said Tenament to the Board.
- payments of all the taxes, outgoings, maintenance charges, transfer/regularisation charges, elect. charges etc. of the abovesaid Tenament to the Board and other authorities concerned directly from the date of execution hereof for which the Vendors shall not be held responsible.
- 10. That the purchaser hereby undertakes to use and enjoy and occupy the benefits of the said Tenament peacefully and quiety and shall abide by the terms and conditions of the B. H. & A. D. Board and all other authorities concerned and shall also discharged all the liabilities of the abovesaid Tenament from time to time.

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- 11. The Vendors hereby declares that from the date of execution hereof and on receipt of the full and final cost price/consideration amount from the purchaser, the Vendors shall have no more claim, rights, title and interest over the said Tenament and the purchaser shall be entitled to hold, occupy, use and enjoy the abovesaid Tenament without any interruption by the Vendors or any other person/s claiming through or under him.
- 12. The Vendors hereby declares that he has no objection for the transfer/regularisation of the tenancy/ownership rights of the abovesaid Tenament and its cost price to the name of the purchaser.
- 13. That the vendors hereby further declares that he no objection for the transfer of the membership/shares of the The UTKARSH Co-operative Housing Society LTD., to the name of the purchaser.
- 14. That the vendors hereby putes the purchaser in exclusive use, occupation, possession and enjoyment of the abovesaid Tenament on the date of execution hereof.

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

SIGNED AND DELIVERED by the ! withinnamed FURCHASER in the !

Presence of ..... Pagera. 8. Palote. ....7/-

## RECEIPT

RECEIVED of and from the withinnamed Purchaser a sum of Rs. 3,00,000/- (RUPEES THREE LAKH ONLY) as and by way of full and final cost price/consideration amount of the said Tenament, as per the above agreement,

- Rs. 1,00,000/- by Cheque drawn on Panjab & Maharashtra Co-operative Bank Ltd., Mahakali andheri. Ch. NO. 192318 Date: 01-09-2000
- 1,00,000/- by Cheque drawn on Panjab & Maharashtra Rs. Co-operative Bank Ltd., Mahakali andheri. Ch. NO. 192319 Date: 01-09-2000
- Rs. 1,00,000/- by Cheque drawn on Panjab & Maharashtra Co-operative Bank Ltd., Mahakali andheri. Ch. NO. 193592 Date: 01-09-2000

I SAY RECEIVED RS. 3,00,000/-

VENDORS.

## WITNESSES :

1. MR. SANJAY VASANT PATOLE

2. MR. RAJESH LALLUBHAI PATEL

I say that I have taken over vacant and exclusive possession of the above said Tenament from the with in named Vendors on the date of execution hereof

> Engerta 8. Palole PURCHASER.