



महाराष्ट्र

23 MAR 1973

AGREEMENT TO SALE

This agreement is made and entered into at Bombay this day of 26th March 1973 between Shri RAMANBHAI PREMABHAI PATEL hereinafter called the Vendor and Shri MAYDOR NATUBHAI AMIN and Shrimati INDIRABEN NATUBHAI AMIN hereinafter called the Purchasers and Shrimati SHARDABEN GHANSHAMBHAI PATEL hereinafter called the confirming Party and whereas the vendor is a member of THE HATKESH CO-OPERATIVE HOUSING SOCIETY LTD. JUHU VILE-PARLE DEVELOPMENT SCHEME VILE-PARLE West, BOMBAY-96 and as such is entitled to and is holding plot No. 15 A more particularly described in the schedule hereafter mentioned and whereas originally Plot No. 15 A forms part of original plot No. 15 which was subdivided in the record of the society as Plot No. 15 A, and 15 B and whereas it was agreed between the confirming party and the vendor that the vendor his, heirs, executors, administrators, and assigns shall be exclusively entitled to use, occupy, possess and own the said access of the dimension of 15 ft x 69 ft. from Road No. 6 and they alone shall be entitled to utilise full F.S.I. for the

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said Road and that the confirming party in her heirs, executors, administrators and assigns shall not have any right, title, or interest, claim or demand of any nature whatsoever over the strip of access admeasuring 15' x 69' and they will not be entitled to utilise any F.S.I. in respect of the said access and whereas it is agreed between the vendor and the confirming party that the confirming party shall keep an open space of 24 ft. wide parallel to the access that is an area of 24' x 69' from East to West and whereas it has been agreed between the confirming party and the vendor that the boundary compound wall of plot No. 15 B shall not be more than 2 ft. high above the road level of road No. 6. and the purchasers have agreed to purchase Plot No. 15A on the following terms and conditions and subject to the benefit the aforesaid terms, conditions and covenants entered into between the Vendor and the confirming party. Now the agreements witnesses as under:

That the Vendor has this day signed and delivered to the Purchasers a Transfer Form for the transfer of plot No. 15A and 8 share Certificate No. 15A holding six shares of Rs. 50/- numbering 146 to 151 both inclusive of HATKESH CO-OPERATIVE HOUSING SOCIETY LTD, Vile-Parle, Bombay-56 and the membership right of the said plot of land bearing No. 15A of HATKESH

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CO-OPERATIVE HOUSING SOCIETY LTD., and transferred to the said plot of land of No. 15A amounting to Rs. 100/- inclusive of accretion and all the benefits of the land, conditions and covenants entered into by the said vendor with the vendor and more particularly a deed of partition for a total consideration of Rs. 42,500/- (Rupees forty two thousand six hundred only) at the rate of Rs. 75/- per square foot and has given consent for such transfer of his interest in said plot of land and has consented to the society executing a Registered Deed in favour of the Purchaser for the said plot of land bearing plot No. 15A and shares the vendor in consideration of Rs. 5000 (Rupees five thousand only) paid by the purchaser and in further consideration of the Purchaser agreeing to pay the balance amount of Rs. 37,600/- (Rupees thirty seven thousand six hundred only) inclusive of security deposit of Rs. 1000 paid by the vendor to the Bombay Municipal Corporation) On transfer of the said plot in the record of the society has agreed to transfer all his rights title, interest in respect of the said plot of land bearing No. 15A, of HAWKESH CO-OPERATIVE HOUSING SOCIETY, LTD., Wile-Patta and share certificate No. 15A to the purchasers of their nominees and on such transfer the Purchaser shall acquire the shares and the membership rights of the society in respect of the said plot and the purchaser shall become the full and absolute owner of the said plot bearing No. 15A and aforesaid shares. The Vendor shall further put the Purchaser in vacant possession of the said plot. The Vendor has paid all ground rents and Municipal taxes upto date and the Vendor shall execute all documents necessary for effectually transferring absolute title to the Purchaser in regard to said plot and the shares.

The Vendor declares that he is the absolute owner of the said plot and that he has not charged, transferred or assigned or mortgaged his interest in the said plot or shares.

The confirming party hereby confirms the terms and conditions and covenants hereinbefore stated and entered into by the confirming party with the vendor and hereby agrees with the Purchasers to agree and abide by the same as if the same forms part of this agreement. The confirming party further confirms and agrees to abide by the terms and conditions as laid down by Bombay Municipal Corporation under Reference No. 05/203/BSII/10/KMS of 27-11-72.

The vendor states and agrees that the purchasers alone shall be entitled to a refund of Rupees 1000/- paid by the vendor to F.M.C. Under Municipal deposit receipt or slip No. 011983 dated 22-3-73 and fulfilment of terms and conditions of the layout of sub-division. *By the purchaser, N.B. Amin*

In witness whereof the Parties have hereto set and subscribed their respective hands on this day of 26th March 1973.

1. SIGNED SEALED AND DELIVERED BY THE VENDOR) *Ramnarayan Ramnarayan Shri Ramnarayan Premabai Pawel in the presence of.....*
2. SIGNED SEALED AND DELIVERED BY THE CONFIRMING PARTY Shrinani Shardin Ganesh Shrinani Indrabai Navubai Amin in the presence of.....
3. SIGNED SEALED AND DELIVERED BY THE PURCHASERS Shri NAYOOR NATUBHAI AMIN AND Shrinani INDRABAI NAVUBHAI AMIN in the presence of.....

BOUNDARIES

The plot is bounded in the West by Road No. 6 and Plot No 15B. On the North by plot No 16. On East by plot No. 33 and on South by Plot No. 14 all of HAWKESH CO-OPERATIVE HOUSING SOCIETY. and by boundaries about 563.34 sq. yards inclusive of access.