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M. B. Ghoshal

14 NOV 1982
M. B. Ghoshal

[Signature]

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ARTICLES OF AGREEMENT made at Bombay this 6th 96 day of November 1982 BETWEEN SHRI SURESH CHANDRA GOHAL of Bombay, Indian Inhabitant, hereinafter referred to as "the Vendor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the One Part AND MRS. NEELA MADHAVARAO GHORPADE also of Bombay, Indian Inhabitant, hereinafter referred to as "the Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include ^{her} ~~his~~ heirs, executors and administrators) of the Other Part.

W H H R E A S:

- (1) The Vendor is the Owner of land situate at 27, Union Park, Khar, Bombay and more particularly described in the First Schedule hereunder written;

sg is husband Shri M B Gharhade
(ii) The Purchaser, is a tenant of the Vendor and is in possession and occupation of the ground floor flat admeasuring 605 sq.ft. in the said building as more particularly described in the Second Schedule hereunder written.

(iii) The Vendor is desirous of selling to the Purchaser the said flat so as to enable the various flat purchasers in the said building to form an Apartment Owners Association.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Vendor shall sell and the Purchaser shall purchase the said flat on the ground floor of the said building situate at 27, Union Park, Khar, Bombay 400 052 together with the undivided share, right, title and interest in the common facilities of the said building and the surrounding and appertaining land at or for the price of Rs. 35,000/- to be paid by the Purchaser to the Vendor in the manner herein-

after appearing.

2. The said purchase price of Rs.35,000/- to be paid by the Purchaser to the Vendor as follows:

(a) A sum of Rs.20,000/- to be paid by the Purchaser to the Vendor on or before 31st July 1983 or earlier.

(b) The balance amount of Rs.15,000/- to be paid by the Purchaser to the Vendor on or before 31st December 1983.

The Purchaser shall pay to the Vendor interest at the rate of 10% per annum on the consideration amount from the date of this agreement till payment thereof.

3. On the execution of this agreement the Vendor shall as soon as may be practical prepare necessary documents for the formation of the Apartments Owners' Association.

4. The Vendor shall pay all outgoings including ground rent, municipal and water taxes, Collector's bills and insurance premium in respect of the said property hereby agreed to be sold previous to the date of the completion of the sale. As from the date of this agreement the Purchaser shall be liable to pay all such taxes and levies as come to his share as per the apportionment agreed upon between all the apartment owners.

5. The Vendor declares that he is the absolute owner of the said land and building and that he has full rights in him to sell and dispose of unto the Purchaser the said flat on the ground floor of the said building.

6. The Vendor further declares that the said flat together with the undivided share, right, title and interest in the common facilities hereby agreed to be sold are free from all encumbrances and/or not subject to any lien, charge, mortgage and incumbrance or attachment either before or after judgement and if any are found to be in existence the same shall be cleared by the Vendor at his own costs forthwith.

7. If the sale or the formation of the apartment owners association is not completed due to any wilful default on the part of the Vendor the Purchaser shall be entitled to:

- (a) to require specific performance by the Vendor of this agreement; and
- (b) or to payment by the Vendor of the interest at the rate of 10% per annum on the consideration together with all costs, charges and expenses incurred by the Purchaser and/or loss or damage sustained by the Purchaser in addition to the return by the Vendor of the said consideration money.

8. If the purchase be not completed due to a wilful default on the part of the Purchaser, the Vendor shall be entitled to:

- (a) to require specific performance by the Purchaser of this agreement;

9. All the out of pocket expenses of and incident-

tal to this agreement of the Purchaser and the Vendor and other writing or writings to be executed in pursuance hereof inclusive of stamp duty, registration charges etc. shall be borne and paid by the Purchaser.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day and year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground situate lying and being at Union Park, Khar, Bombay 400 052 containing by admeasurement 592.22 sq. yds. equivalent to 4.95 sq. mts. or thereabouts and bearing Survey Nos. 15/2, 326A, 322, 289A and also bearing Plot No. 27, C.T.S. No. D-1139/4 together with the two storeyed building thereon and surrounded as follows:

On or towards the South	Park Lane Societies Building
On or towards the East	Enjoy Pearl Apartments
On or towards the West	Union Park 3rd Lane
On or towards the North	Cross Road joining Ambabai Road and Carbay Road (unnamed)

THE SECOND SCHEDULE ABOVE REFERRED TO:

A flat on the northern side of the ground floor containing by admeasurement 605 sq. ft. ^{of floor space} and comprising of a hall, bedroom and kitchen together with bath and toilet and including a verandah on the front side of the building as well as the landing and the staircase on the rear portion of the building.

SIGNED SEALED AND DELIVERED)
by the withinnamed Vendor)

SINI SURESH CHANDRA GOIAL

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Suresh Chandra

SIGNED SEALED AND DELIVERED)
by the withinnamed Purchaser) X inShorpad
WKS. ME. LA M. GEORADE)