



(a) Rs.12,000/= (Rupees twelve thousand) at the time of agreement.

(b) Rs.10,800/= (Rupees ten thousand eight hundred) in instalments of Rs.300/= (Rupees three hundred only) per month.

*K.T. N* AND WHEREAS out of the amount of Rs.10,800/= a sum of Rs.4,359.20 (Four thousand ~~four~~<sup>three</sup> hundred and thirty-~~six~~<sup>nine</sup> and twenty-~~nine~~ paise) only still remains to be paid which sum the Assignee

is paying today *to, DD/A 204827* by Bank draft drawn on "Bena Bank," *John Nile Bank* K.T. Branch, Bombay 56 AS.

AND WHEREAS the parties are desirous of placing on record the terms and conditions of the assignment NOW THIS AGREEMENT WITNESSETH as follows:-

(1) The Assignor hereby assigns to the Assignee all his right, title and interest in Flat No.10 on the 3rd Floor of "Havana" Building, situated at Seven Bungalows, Versova Road, Bombay, for the price of Rs.22,800/= (Rupees Twenty-two thousand eight hundred only) paid in the manner aforesaid by the Assignee to the Assignor.

(2) The Assignee shall pay all the Society's charges and bills for repairs, taxes etc., and any other bills payable or which hereafter may become payable to the Society. These charges shall be paid to Society on or before the 10th day of each month for which it is due.

(3) The Assignee shall pay to the Assignor the sum of Rs.250/00 (Rupees Two hundred and Fifty only) being the value of the shares held by the Assignor in the Society. *This amount is K.T. included in the said Bank Draft.* CP

(4) The Assignor hereby agrees to sign such transfer forms as may be required to effect the transfer of the said flat and the said shares to the name of the Assignee.

(5) The Assignee shall have the full right to have the flat and the shares to her name and she takes the full responsibility of effecting the transfer in the records of the Society.

*(6). The Assignee shall pay all Municipal and Society dues including fines, penalties etc if any payable for the balcony enclosed by her.*

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

SIGNED AND DELIVERED by the )  
within named Assignor PEDRO )  
JOAQUIM MARIA TOMAS PIMENTA )  
in the presence of..... )

*J. Pimenta*  
*Advocate*

*J. Amaral*  
*Advocate*

*B. Shukla*  
*Advocate*

SIGNED AND DELIVERED by the )  
within named Assignee SMT. )  
KAMALJI THAKKUR in the )  
presence of ..... )

*Kamalji Thakur*

*J. Amaral*  
*Advocate*

*B. Shukla*  
*Advocate*



MR. PEDRO JOAQUIM MARIA TOMAS  
PIMENTA.

TO

SMT. KAMLAJI THAKKUR.

AGREEMENT TO ASSIGN.

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2384

27 NOV 1981

*[Signature]*  
 J. M. Madhavi

AGREEMENT TO ASSIGN

*[Handwritten marks]*  
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This Agreement made and entered into at Bombay, this \_\_\_\_\_ day of November, 1981, BETWEEN Smt. KAMLAJI THAKKUR an Indian Inhabitant, at present residing at Flat No.10, 3rd Floor of 'HAVANA', Versova Road, Bombay, hereinafter called "The Assignor" (which expression shall wherever the context so requires or admits of be deemed to include her heirs, executors and administrators and legal representatives) of the One Part AND Smt. ZUBEDA A. PETTIWALLA, an Indian Inhabitant, residing at Bank of India Building, 1st Floor, 531, Linking Road, Cpp: Gazete, Bandra, Bombay-400 050, hereinafter called "The Purchaser" (which expression shall mean and include her heirs, legal representatives, executors and assignees) of the Other Part:

WHEREAS by an agreement dated \_\_\_\_\_, the Assignor agreed with the Assignee to assign her right, title and interest in her Flat No. 10, on the 3rd Floor of 'HAVANA',

*[Handwritten mark]*  
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-: 2 :-

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K Versova Road, Bombay, at or for the price of Rs.41,000/-  
(Rs. Forty One Thousand only) which has paid at the time  
of execution of these presents.

AND WHEREAS the parties are desirous of placing  
on record the terms and conditions of the assignment NOW  
THIS AGREEMENT WITNESSETH as follows :-

1. The Assignor hereby assigns to the Assignee all  
her right, title and interest in Flat No. 10, on the  
3rd Floor of 'Havana' Building, situated at Seven Bung-  
alows, Versova Road, Bombay, for the price of Rs.41,000/-  
(Rs. Forty One Thousand only) paid in ~~the~~ cash at the  
time of execution of these presents by the Assignee to  
the Assignor.

2. The Assignee shall pay all the Society's charges  
and bills for repairs, taxes, etc. and any other bills  
payable or which hereinafter may become payable to the  
Society. These charges shall be paid to Society on or  
before the 10th day of each month for which it is due.

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K 3. The Assignee shall pay to the Assignor the sum  
of Rs.250/- (Rs. Two Hundred and Fifty only) being the





2381

27 NOV 1981

*Gov. Madras*

*[Signature]*

--: 3 :-

*Handwritten marks*

value of the shares held by the Assignor in the Society. This amount is included in the said price of the Flat.

4. The Assignor hereby agrees to sign such transfer forms as may be required to effect the transfer of the said Flat and the said shares to the name of the Assignee.

5. The Assignee shall have the full right to have the flat and the shares to her name and she takes the full responsibility of effecting the transfer in the records of the Society.

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

Signed and Delivered by the within named the Assignor Smt. KAMALAJI THAKKUR in the presence of.....

*[Signature]*

Signed and Delivered by the within named the Assignee Smt. ZUBEDA A. BETTIWALLA, in the presence of.....

*[Signature]*  
Advocate

*Handwritten notes*

-: 4 :-

R E C E I P T

RECEIVED from the withinnamed Smt. Zubeda A. Pettiwalla the Assignee, the sum of Rs. 41,000/- (Rs. Forty One Thousand only) in cash, as full and final settlement amount as mentioned hereinabove.

I SAY RECEIVED,

*Kandari*

Assignee.

Witnesses:

1. *Musman*

2. *B. Shrivats*  
Advocate

SFERS

Mrs. Ko  
Mrs.  
SHAIK





230

Office of the Sub-Registrar  
 Section-28,  
 11 SEP 1984 19

*[Handwritten signature]*

AGREEMENT TO ASSIGN

*[Handwritten signature]*  
زيبه

This Agreement made and entered into at Bombay, this 13th day of September, 1984, Smt. ZUBEDA A. PATTINALLA, an Indian Inhabitant, residing at Flat No. 10, 3rd Floor of 'HAVANA', Versova Road, Bombay, hereinafter called "The assignor" (which expression shall wherever the context so requires or admits of be deemed to include her heirs, executors and administrators and legal representatives) of the One Part & N D Shri SHAIKH DABIR AHMED SHAMSUDDIN, an Indian Inhabitant, residing at B-24, Nav Swa Gharkul Housing Soc., Siddarth Nagar, Behind Vakola Church, Vakola, Santacruz (E), Bombay-400 055, hereinafter called "The Purchaser" (which expression shall mean and include his heirs, legal representatives, executors and assignees) of the Other Part;

*[Handwritten signature]*  
زيبه

WHEREAS by an agreement dated 13<sup>th</sup> Sept. 1984 the assignor agreed with the assignee to assign her right, title and interest in her Flat No. 10, on the 3rd Floor of 'HAVANA'

*[Handwritten signature]*  
زيبه

-: 2 :-

*دیسوا* Versova Road, Bombay, at or for the price of Rs.1,30,000/-  
(Rs. One Lakh Thirty Thousand only) which has paid at the  
time of execution of these presents.

AND WHEREAS the parties are desirous of placing  
on record the terms and conditions of the assignment NOW  
THIS AGREEMENT WITNESSETH as follows :-

1. The Assignor hereby assigns to the Assignee all  
her rights, title and interest in Flat No. 10, on the  
3rd Floor of 'Havana' Building, situated at Seven Bung-  
*دیسوا* alows, Versova Road, Bombay, for the price of Rs.1,30,000/-  
*DB* (Rs. One Lakh Thirty Thousand only) paid in ~~cash~~ *draft* at the  
time of execution of these presents by the Assignee to  
the Assignor.

2. The Assignee shall pay all the Society's charges  
and bills for repairs, taxes, etc. and any other bills  
payable or which hereinafter may become payable to the  
Society. These charges shall be paid to Society on or  
before the 10th day of each month for which it is due.

3. The Assignee shall pay to the Assignor the sum  
of Rs.250/- (Rs. Two Hundred and Fifty only) being the  
value of the five shares held by the Assignor in the  
Society, bearing share nos. 36 to 40 (both inclusive)  
and Share Certificate No.18. This amount is included  
*دیسوا* in the said price of the flat.



زیدباغ  
D.S.

4. The Assignor hereby agrees to sign such transfer forms as may be required to effect the transfer of the said Flat and the said Shares to the name of the Assignee.

5. The Assignee shall have the full right to have the Flat and the Shares to his name and he takes the full responsibility of effecting the transfer in the records of the Society.

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

Signed and Delivered by the  
withinnamed the Assignor  
Smt. ZUBEDA A. PETTIWALLA,  
in the presence of. Abdul  
Karim. H. Joseb.....

زیدباغ  
D.S.

Signed and Delivered by the  
withinnamed the Assignee  
Shri SHAIKH DABIR AHMED  
SHAMSUDDIN, in the presence  
of Mrs. Jean Rosario.....

D. S. Shaikh

RECEIPT

RECEIVED from the withinnamed Shri Shaikh Dabir Ahmed Shamsuddin the Assignee, the sum of - Rs.1,30,000/- (Rs. One Lac Thirty Thousand only) by Bank Draft No. H 134898 dated 18.9.1984 drawn on The Hong Kong and Shanghai Banking Corporation, Guru Nanak Road, Bandra West, Bombay-400 050, as full and final settlement amount as mentioned hereinabove.

I SAY RECEIVED,

Witnesses:

1. Abdul Karim
2. J. Rosario

Assignor.

21.9.84



Certificate  
No. 18

Member's Register No. 18

# SHARE CERTIFICATE

Sunrise Havana Co-operative Housing Society Ltd

*Five*  
This is to Certify that *Mr. Pedro Joaquim Maria Tomas*

is the Registered Holder of 5 (Five) full paidup Shares

Numbered 85 (Eighty Six) to 90 (Ninety) inclusive, of Rs. 50/-

each in the name named Sunrise Havana Co-operative Housing Society Ltd subject to the By-laws thereof.

~~Rs. 250/-~~



Given under the Common Seal of the  
said  
this First day of December 70

*A. Correia*  
Hon. Secretary

*A. Pereira*  
Chairman

Honesty & Co., Bombay 4.

Certificate  
No. 18

Member's Register No. 18

# SHARE CERTIFICATE

Sunrise Hawana Co-operative Farming Society Ltd

This is to Certify that Mr. Pedro Joaquim Maria Tomas  
Pimenta

is/are the Registered Holder of 5 (Five) full paidup Shares  
Numbered 86 (Eighty Six) to 90 (Ninety) inclusive, of Rs. 50/-  
Sunrise Hawana Co-operative Farming Society Ltd subject to the Bye-laws thereof.  
each in the above named

Rs. 250/-



Given under the Common Seal of the  
said

this First day of December 70

Pimenta  
Hon. Secretary

Alexis  
Chairman



