

THE Ramya Kunj CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M.C.S. Act, 1960) (Registration No. 7085 and Date: 2-11-93)

No. 8

Authorised Share Capital Rs. 303000/- Divided into 6060 Shares each of Rs. 50/- only

Member's Register No. 8

THIS IS TO CERTIFY that Shri/Smt. Hoshang S. Koliya,

of Bombay is the Registered Holder of ( FIVE ) Shares from No. 36

to 40 of Rs. 250/- ( Two hundred fifty only )

in THE Ramya Kunj CO-OPERATIVE HOUSING SOCIETY LTD.

2<sup>nd</sup> Yashwantrao Road, Santa Cruz (E), Bombay Subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at Bombay this Third

day of February 1994.

Hoshang S. Koliya

Chairman

M. K. Koliya



Hon. Secretary

[Signature]

Member of the Committee

[PTO]

Memorandum of the transfers of the within mentioned Shares

S No. of Transfer	Date of General Body Managing Committee Meeting at which Transfer was approved	To whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered	Sr. No. in the Share Register at which the name of the Transferee is recorded
1	2	3	4	5
1	7th July, 1997. ՀԱՅԿԱՄԱՏԵՐ Chairman	Hoshegy S. Kolin and Burjis J. Aibara <u>Ավետիս</u> Hon. Secretary	10	10  Committee Meml
2	30th January, 2017 Chairman	MR BURJIS J. AIBARA Hon. Secretary	17.	17. Committee Meml
3	Chairman	Hon. Secretary		 Committee Meml
4	Chairman	Hon. Secretary		Committee Meml
5	Chairman	Hon. Secretary		Committee Meml



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2	30th January, 2017 Chairman	MR BURJIS J. AIBARA Hon. Secretary	17	17 Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member



ARTICLES OF AGREEMENT made at Bombay on  
this day 17<sup>th</sup> of April 1990 BETWEEN KUMARI  
SMITA MANHAR KHADAWALA, the minor through her  
father and natural guardian MANHAR PRABHUDAS  
KHADAWALA of Bombay Indian Inhabitant residing at  
Ajay Apartments, Mazagaon Bombay 400 010  
hereinafter called "the VENDOR" (which expression  
unless repugnant to the meaning and context  
thereon shall deem, mean and include her heirs,  
executors and administrators) of the ONE PART, and  
MR. HOSHANG SHAVAKSHAW KOHINA of Bombay Indian  
Inhabitant hereinafter called "the PURCHASER"  
(which expression unless repugnant to the meaning  
and context thereof shall deem, fit and include  
his heirs, executors and administrators) of the  
Other Part.

M. S. S.

M. S. S.

33,8091  
Flat  
J. K. Kulkarni

AGREEMENT

FOR

SALE

OF

FLAT NO. 401 ON 4TH FLOOR

"RAMYAKUNJ" ROAD NO. 2

GOLIBAR, SANTACRUZ (E)

BOMBAY

33,8091  
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*Handwritten initials*


*Handwritten initials*



WHEREAS by an Agreement dated 16th December, 1986 the Vendor has acquired from M/s.M.B.Construction Company flat No.401, 4th floor and garage at ground floor, Ramyakunj, Golibar, Santacruz (East) Bombay, hereinafter referred to as "the said premises".

AND WHEREAS the Vendor has informed the Purchasers that she has made full payment of the consideration amount to M/s. M.B.Construction under their Agreement for Sale dated 16th December, 1986 in respect of the said premises and as such she is entitled to the ownership in respect of the said premises.

  
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AND WHEREAS the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors the said premises together with full benefits and advantage of the Agreement for sale dated 16th December, 1986 copy whereof is annexed as (Annexure I) for the total consideration of Rs. 8,10,000/- (Rupees Eight lacs ten thousand only) and subject to the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The vendor shall sell and transfer unto the Purchaser, ownership right in respect of the said premises being Flat No.401, 4th floor and a garage at ground floor, Ramyakunj, Golibar, Santacruz (East) Bombay. As a part of this Agreement the Vendor shall assign and transfer the benefit of the Agreement dated 16th December, 1986 made between herself and M/s. M.B.Construction.

2. The Purchase price of Rs. 8,10,000/- (Rupees Eight lacs ten thousand only) is to be paid as under:

(a) Rs.2,00,000/- (Rupees Two lacs only) paid as loan by the Purchaser to the Vendor on or about March, 1988 to be adjusted towards the Purchase price hence the payment and receipt whereof the Vendor hereby admit and acknowledge,

  
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and of and from the same and every part thereof  
acquit, release and discharge the Purchaser for  
ever;

(b) Rs. 4,00,000/- (Rupees Four lacs only) at  
the time of execution of this document, the  
payment and receipt whereof the Vendor do and doth  
hereby admit and acknowledge and of and from the  
same and every part thereof acquit, release and  
discharge the Purchaser forever, and on the Vendor  
placing the Purchasers in vacant possession of the  
said premises.

(c) Rs. 1,35,000/- to be paid by the purchaser  
to the Vendor on or before 5th May, 1990.

(d) Rs. 75,000/- (Rupees Seventy five thousand  
only) the final amount of the total  
consideration will be paid only on  
possession of the garage by the Vendor to  
the purchaser.

3. The Purchaser hereby agrees and undertakes  
to abide by all the terms and conditions of the  
hereinabove recited Agreement for Sale between  
the Vendor and M/s. M.B. Construction Company, as  
if the Purchaser has himself entered into the  
covenants and agreements therein. The Purchaser  
also hereby expressly agrees and undertakes to  
abide by all Rules, Regulations and Bye-laws of

by  
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the Society or other incorporated body of Purchasers when formed and also of the Municipal and other local authorities.

3.(a) Simultaneously with the execution of this Agreement the Vendor through her guardian shall make necessary application for sanction of sale of the said flat and this Agreement. The sanction of Sale is required as the Vendor is a minor. The sanction shall be applied for and obtained from the Bombay Civil Court which is the District Court as defined by the Hindu Minority & Guardianship Act.

4. All outgoings in respect of the said premises including Municipal rates taxes and electricity bills as also maintenance charges payable shall be borne and paid by the Vendor upto the date of handing over of vacant possession thereof to the Purchasers the same shall thereafter be borne by the Purchasers.

5. The Vendor shall do and perform all acts, deeds, and things necessary for obtaining the consent, or No Objection of M/s. M.B.Construction Company to this Agreement and for transfer of the said flat to the name of the Purchaser in their records and for admission of the Purchaser as Member of the Co-operative Society or other incorporated body of purchasers to be formed and for issue of Share Certificates in the name of the Purchaser and for the purpose the Vendor shall

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sign and execute all papers and writings as may be required from time to time by the Purchaser and/or M/s. M.B.Construction Company.

6. The Vendor hereby declares that she has in herself full right and absolute authority and power to sell, assign and transfer to the Purchaser all her right, title and interest in respect of the said flat hereby agreed to be sold, assigned and transferred and that she has not raised any loan on the security of the said flat nor in any manner whatsoever mortgaged, charged or otherwise encumbered the said flat or her right, title and interest in respect thereof nor have she done or omitted to do any act, deed, or thing whereby her right, title and interest in the said flat hereby agreed to be sold, assigned and transferred may in any manner be prejudicially affected and the Vendor hereby agrees to indemnify and keep indemnified the Purchaser against any action, claim or demand of any nature whatsoever by any person or persons in this respect.

7. The Vendor do hereby covenant with the Purchaser that the Purchaser shall be entitled to delivery of possession of the said flat and shall be entitled quietly and peacefully to hold, possess, occupy and enjoy the said flat without any lawful or equitable claim by from, through under or in trust for her the Vendor.

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5. The Vendor shall do and perform all acts, deeds, and things necessary for obtaining the consent or No Objection of M/s. M.B.Construction Company to this Agreement and for transfer of the said flat to the name of the Purchaser in their records and for admission of the Purchaser as Member of the Co-operative Society or other incorporated body of purchasers to be formed and for issue of Share Certificates in the name of the Purchaser and for the purpose the Vendor shall


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8. The Vendor have handed over to the Purchaser the Original agreement dated 16th December, 1986 between M/s.M.B. Construction Company & themselves.

9. The Vendor hereby declares that on and after execution of these presents she the Vendor shall not have any right, title, interest, claim or demand of any nature whatsoever in respect of the said flat and the Purchaser alone shall be exclusively entitled to the beneficial interest thereof in all respects under the Agreements of the Vendor with the Builders.

10. All stamp duty and registration charges payable in respect of this transaction shall be borne and paid by the Purchaser.

11. The Vendor hereby agree and undertake at the cost of the Purchaser to execute all such further necessary and incidental acts, deeds, writings and documents as may be required by the Purchaser in respect of the said flat for further and more perfectly assuring the same to him and as may be needed from time to time or at any time hereafter for completing the title of the Purchaser to the said flat hereby agreed to be sold, assigned and transferred.

  
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12. This Agreement has been concluded between the parties hereto on the basis of the representation of the Vendor that their Agreement with the Builders is valid and subsisting and that no notice of requisition or acquisition of the flat has been received by the Vendor.

SCHEDULE OF THE ABOVE REFERRED TO:

SELF-Contained Flat No.401, situate at 4th floor, with garage on a ground floor of the building known as Ramyakunj at 2nd Road, Golibar, Santacruz(East) Bombay bearing Plot No.70/D/3 T.P.S III, corresponding to C.T.S.No.296-C revenue Village Bandra (East), Taluka Bandra, B.S.D. in the registration District and Sub-District of Bombay City and Suburban.

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

SIGNED SEALED AND DELIVERED )  
by the withinnamed "VENDOR" ) *Manhar P. 12/11*  
MANHAR PRABHUDAS KHADAWALA repre-- )  
sented by Kumari Smita Manhar )  
Khadawala (Minor) as father and )  
natural guardian in the presence )  
of .....

1. *Jagdish B Khadawala*

2. *J. G. Wilson.*

SIGNED SEALED AND DELIVERED )  
by the withinnamed PURCHASER )  
MR. HOSHANG SHAVAKSHAW KOHINA )  
in the presence of ..... )

*Manhar*

1. *J. Y. Gihane.*

2. *Jaydeo B Khadawala*

RECEIVED (1) Rs. 2,00,000/- )  
(Rs. Two lacs only) as loan )  
from Purchaser now agreed to be )  
adjusted as consideration amount )  
of the said premises. )  
(2) Rs. 4,00,000/- (Rs. Four lacs )  
only) paid by Cheque No. 217017 )  
dated 17-4-1990 being part )  
of the consideration amount )  
agreed to be paid by Purchasers )  
to me. )

Rs. 4,00,000/-

WITNESSES:

I SAY RECEIVED.

1.

*Manhar P. Khadawala*

2.

(MANHAR PRABHUDAS KHADAWALA)  
representing Kumari SMITA  
MANHAR KHADAWALA (Minor) as  
father and Natural Guardian.

VENDOR.

SIGNED SEALED AND DELIVERED )  
by the withinnamed PURCHASER )  
MR. HOSHANG SHAVAKSHAW KOHINA )  
in the presence of ..... )

*Mohini*

1. *J. Y. Gikano.*
2. *Jagdish B Khadawala*

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*Manhar P. Khadawala*

- 1.
- 2.

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representing Kumari SMITA  
MANHAR KHADAWALA (Minor) as  
father and Natural Guardian.

VENDOR.