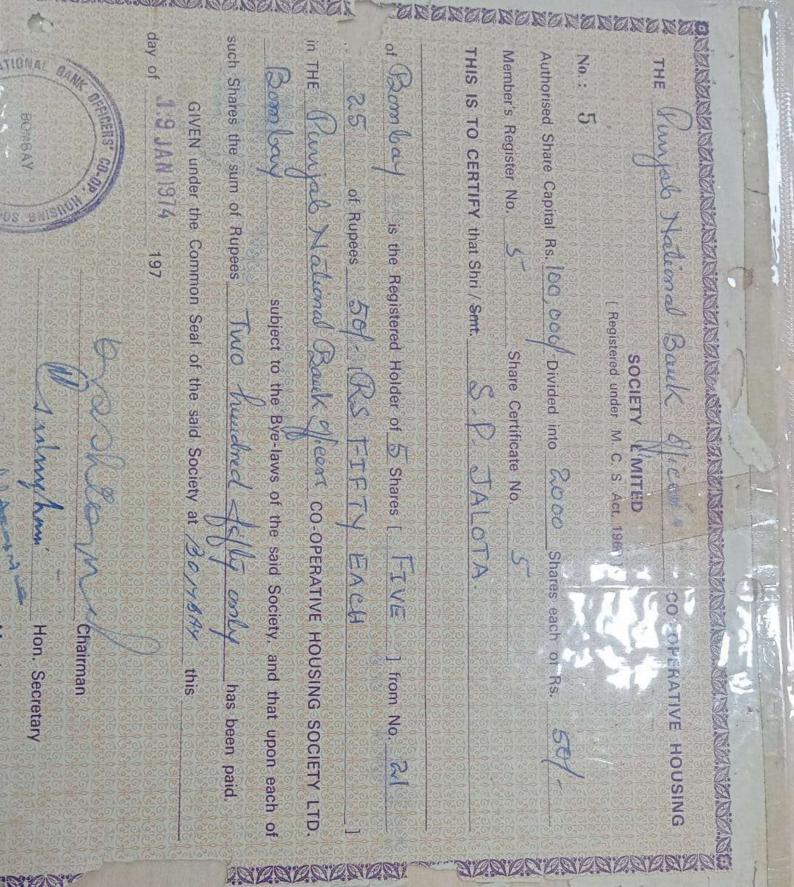


Memorandum of the transfers of the within - mentioned Shares

Date of Transfer	Transfer No.	Shars Regd 15 (Old)	To whom transferred	Share Regd. No. (New)
2-8-16	51(3)	Nors	MRs. Bhoarecti Bhoarect	51
			ma Bhossay R. Thorsery	CE CO
19.5.2010	613	(to-2)	Mr Edwarfman Sugal. Chefan. UCK	PANCHSHEEL" 25/8/96 *
			Ha Chetan Vola	Torgago To
				PAGALLA I
				WINE 3



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THE PARTY	Memorandu	Memorandum of the transfers of the within - mentioned Shares
1	_	Share Regd. No. To whom transferred (New)
	1 ranster 33	5 An End Officers Co-of Hig. Soc 21-L 25
		Chippens in the stantage
	23.2.1991 HS	Separate dant of the same of t
	99 80/20/60	5 KARAN. C. VORA 21 TO
		Hon, Secretary S

BETWEEN

SHRI SADASHIV VASANTAO GORAKSHKAR

AND

- 1. SHRI. DEELIP RAM PRABHU
- 2. SMT. SUNITA DEELIP PRABHU

AGREEMENT

^{************}

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

SIGNED, SEALED AND DELIVERED by the withinnamed VENDOR SHRI. SADASHIV VASANTRAO GORAKSHKAR 3/12/1290

AND

SIGNED, SEALED AND DELIVERED by the withinnamed PURCHASERS SHRI.DEELIP RAM PRABHU SMT. SUNITA DEELIP PRABHU 1. Mals

in the presence of :

1. L.R. SHAWAN

2. Ashok. K. BUTALA -

A Liberalon.

Of and

claim, lien or encumbrances on, upon or against the said Flat or the said Shares, nor he has mortagaged the same to anybody or has dealt with the same in any other manner.

- 10. The Vendor declares that none of his relatotion nor any other person or persons are having any adverse
 tion nor any other person or persons are having any adverse
 claim, right, title and interest in the said Flat No.12
 claim, right, title and interest in the purchasers towards
 or in the consideration received from the purchasers towards
 the transfer and assignment of the said flat.
- 11. The Vendor undertakes to keep the purchasers and the said society harmless and indemnified against all proven claims, demands of any nature whatsoever from any one in respect of the transfer and assignment as the case may be in said Flat No.12 after the transfer and assignment are duly affected in favour of the purchasers which transfer and assignment are binding on the vendor.
- 12. The Vendor further declares that he has observed and performed all applicable rules and covenants under the said Societies Rule and Bye Laws and the Vendor hereby agrees to indemnify and keep indemnified the purchasers from payment of any such liability and outgoings and from all claims, demands, actions, suits, proceedings, costs, charges and expenses which a may be made or taken against or suffered by the purchasers by reason thereof.
- 13. The Vendor and his heirs, executors and administrators shall and will from time to time and at all time hereafter at at the request of the purchasers execute all such writings, deeds and assurances as may be legally required to be executed for the purpose of effecting, assigning and transferring and vesting the right, title and interest of the Vendor in the said Flat in favour of the purchasers.
- 14. Certified copies of all relevant agreements, papers deeds, documents, writings and receipts of payments made by the Vendor and instruments evidencing the Vendor's right, title and interest ink the said Flat and also to the Shares shall be delivered to the purchasers.
- 15. The Vendor and the purchasers shall bear and pay the professional charges of their respective lawyers.

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16. Transfer charges payable to the said society for accepting the purchasers as a members thereof, shall be borne and paid by the purchasers and Vendor in equal parts.

First-Schedule Annexed to And Forming Part of Agreement
DATED

The Flat No. 12 hereinbefore referred to is situated on the Second Floor of Building known as 'PANCHSHEEL' which building is situated on the Plot of Land bearing Plot No.02, S.No.111 in the Registration Sub-District of Bombay City and Bombay Suburban. The said Panchsheel Building is owned by "Punjab National Bank Officers' Co-operative Housing Society Limited "Registration No. BOM/HSC/4095 Of 1974.

SECOND SCHEDULE ANNEXED TO AND FORMING PART OF THE AGREEMENT DATED

Received from Mr. Deelip Ram Prabhu & Mrs. Sunita
Deelip Prabhu the sumoof Rs.25,000/- (Rupees Twenty
Five Thousand Only) as stated in clause 1. page no.
3(Three) of this Agreement by Cheque nos.205411 dated
15.10.1990 for Rs.15,000/-(Rupees Fifteen Thousand
only) and Cheque no.205414 dated 19.11.1990 for
Rs.10,000/- (Rupees Ten Thousand Only),both drawn on
The Mogaveera Co operative Bank Limited,Andheri(West)
Branch.

I say received

3012/90

.7/-

3. The purchasers shall be liable to pay from and after 31-12-1990 or from the month next following the day after 31-12-1990 or from the month next following the day they are put in possession of the aforesaid Flat (Whichever is later), every month all the amounts payable in respect is later), every month all the amounts payable in respect of the said Flat such as Property Tax, Maintenance Charges, of the said Flat such as Property Tax, Maintenance Charges, stated and shall fund and such other water charges, Education cess, Sinking Fund and such other water charges, Education cess, Sinking Fund and such other water charges, Education cess, Sinking Fund and such other water charges, Education despends of Local Body as Tax or levy as imposed by the Government or Local Body as and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said become due and shall indemnfiy and keep the and when the said bec

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- 4. The Vendor also doth hereby agree to assign the monies lying to his credit with the Society inter alia, for the purpose of issue of shares in the society.
- 5. The Vendor agrees and undertakes to make **an** application to the Society for transfer of the aforesaid Flat No.12 and the Shares in the Society to the name of the said purchasers and for that purpose submit all the necessary papers.
- 6. The purchasers do hereby agree to abide by the provisions of the Maharashtra Co-operative Societies Act, and the Rules made thereunder.
- 7. On transfer of the said Flat the purchasers shall be deemed to have full right and title in the said Flat and the Vendor will have no right, title or interest therein.
- 8. The Vendor declares that he has paid all dues of every nature in respect of the aforesaid Flat upto date and there is nothing due and payable. The Vendor shall instruct the said society and/or any other authority to transfer to the purchasers all deposits and other amounts lying to the credit of the Vendor in the Books of the Society. In the event the purchasers are not put in possession of the aforesaid Flat by the Vendor upto 31-12-1990 the Vendor shall be liable to the Society in respect of the dues till such time the purchasers are put in possession of the aforesaid Flat.
- 9. The Vendor declares that he the Vendor has got full right, full and absolute authority to assign, convey and transfer the said Flat alongwith the fixtures, fittings and improvements and the shares to the purchasers as herein expressed and he the Vendor has no way created any charges

WHEREAS :

i) The Vendor is a Member of Panchsheel Punjab National Bank Officers' Co-operative Housing Society Limited, (Registered No.Bom/HSC/4095 of 1974, Plot No.02, S.No. 111, Veera Desai Road, Andheri(West), Bombay 400 058 (hereinafter referred to as "The said Society" for the sake of brevity) holding shares bearing Nos.21 to 25 of the said Society and as such a Member, seized and possessed and otherwise well and sufficiently entitled to an ownership flat no 12 on the Second Floor of the said building PANCHSHEEL" in the said Society, and has the fullest right, title and interest in the flat to deal with the same, subject to the consent of the said Society;

....3/-

ii) The Vendor has agreed to sell to the purchaser the said shares in the said society and all his rights, title and interest in the said Flat No.12 for a total consideration of Rs.6,00,000/- (Rupees Six Lakhs only).

The parties hereto are desirous of recording the said terms and conditions agreed upon between them into writing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

- deration the payment of 25,000/- (Rupees Twenty Five deration the payment of 25,000/- (Rupees Twenty Five Thousand Only) paid by the purchasers to the Vendor towards Thousand Only) paid by the purchasers to the Vendor towards aid flat hereby reserved (receipt of which the Vendor said flat hereby acknowledge), the Vendor hereby agrees that doth hereby acknowledge), the Vendor hereby agrees that he shall assign, convey and transfer all his right, title, he shall assign, convey and interest in respect of the claim, membership benefit and interest in respect of the claim, fixtures and improvements together with and fittings, fixtures and improvements together with and fittings and fixtures and improvements together with and fittings and fixtures and fi
- 2. The Vendor shall put the purchasers in possession of the said flat along with fixtures, fittings, improvements ect. on receipt of the payment mentioned above, wiz, Rs.6,00,000/- (Rupees Six lakhs only). The Vendor viz, Rs.6,00,000/- (Rupees Six lakhs only). The Vendor doth hereby convenant with the purchasers that the purchasers shall quietly and peacefully possess and occupy and enjoy the said flat without any let, hindrance, denial demand, interruption or viction by the Vendor any other person lawfully or equitably claiming through, under or trust for the Vendor, from the date they are put in possession of the said Flat by the Vendor. The Vendor declares that he is in full possession of the said flat and shall hand it over the purchasers immediately upon the full payment of the consideration of Rs.6,00,000/- (Rupees Six Lakhs only) to the Vendor.

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नोंदणी ३९ म. Regn. 39 m. UIT 259/e9 दस्तऐदनाचा/अर्जाचा अनुक्रमांक Person 99/9/tg = 513 क्रमांक्तामा प्रकार देशी विश्वा देश है 00000 C25450/-मादर कुरणाराचे वार पण्डाकानाची नश्च र भी 20000 -पालविष नकला किया जापने (बालम ६४ ने ६७) गाध किया निरीजण दर —कलम ५१ अन्वय क्लम ३ / अन्वय प्रमाणिन नकला (कलम ५७) फालिआ इतर भी । मागील पानावरील) बाब LESS PRODUCE FOLLOWING O'IREMENTS 1 M. V. 32 AL एक्ण *** H. O. C. OF U. L. C. 3 230 A OF ITX या कार्यालयान देण्याव वर देल्तन । बन्नाक श्रीमा नावे नोंदणीकृत डावेन पाठ**ाका हुंबई (बांद्रा)**, हवाली करावा

दन्तीवज जाली नाम विनेत्या व्यक्तीच्या





क्षणी की जिल्ला के जिल्ला

AGREEMENT

Articles of Agreement made at Bombay this third December, 1990
between

Punjab National Bank Officers' Co-operative Housing Society
Limited (Reg. No.Bom/HSC/4095 of 1974) plot No.02 S No.111,
Veera Desai Road, Andheri (West) Bombay 400 058, an adult
Indian Inhabitant of Bombay, hereinafter referred to as
" THE VENDOR" (Which expression shall unless it be repugnant
to the context or meaning thereof be deemed to include his
heirs, executors, administrators and assigns) of the First
part

AND

Mr. Deelip Ram Prabhu AND MRS. Sunita Deelip Prabhu, adult Indian Inhabitants, residing at 206, Luv Apartments, 2nd Floor, Veera Desai Road, Andheri (West), Bombay 400 058, hereinafter referred to as "The Purchasers", which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns of the Second Part.

...2/-(