

INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY LIMITED

On Plot No. 1, Out of Plot bearing Survey No. 287, at Malad (E), Bombay-400 097.

(Registered under M. C. S. Act. 1960)

No. 14

FIFTEEN LAKH

THIRTY THOUSAND

Authorised Share Capital Rs. ~~500000~~ Divided into ~~10000~~ Shares each of Rs. ~~50/-~~

Member's Register No.

Share Certificate No. 124

THIS IS TO CERTIFY that Shri/Smt. Shekhi Bhawnik

Flat I/10

of Bombay is the Registered Holder of Shares [5] from No. 56 (Fifty Six) to 50 (Fifty) of Rupees Two Hundred Fifty only [Rs. 250/-]

in INDRAPIRASTHA CO-OPERATIVE HOUSING SOCIETY LTD. 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 ~~21st~~ day of May 19~~88~~.

G. B. PANDYA

Chairman

Shyam Sunder Agarwal Hon. Secretary

Member of the Committee

P. T. O.



Memorandum of the transfers of the within mentioned Shares.

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To whom transferred	Share Regr. No. (New)
01/12/92		14	<p>Smt Kundan Jagdish Parikh , 293 <i>For Indra Prastha Co-operative Housing Society Ltd.</i> <u>Shriji</u> <u>Shantilal P. Jain</u> <u>Secretary</u> <u>Treasurer</u> <u>Chairman</u></p>	

Chairman

Hon. Secretary

Committee Member

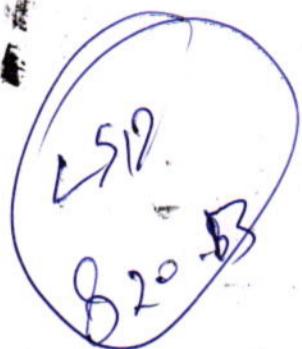
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Jone

Deyak Parikh (Bimal
Sharma)

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SB2 - file part (e)

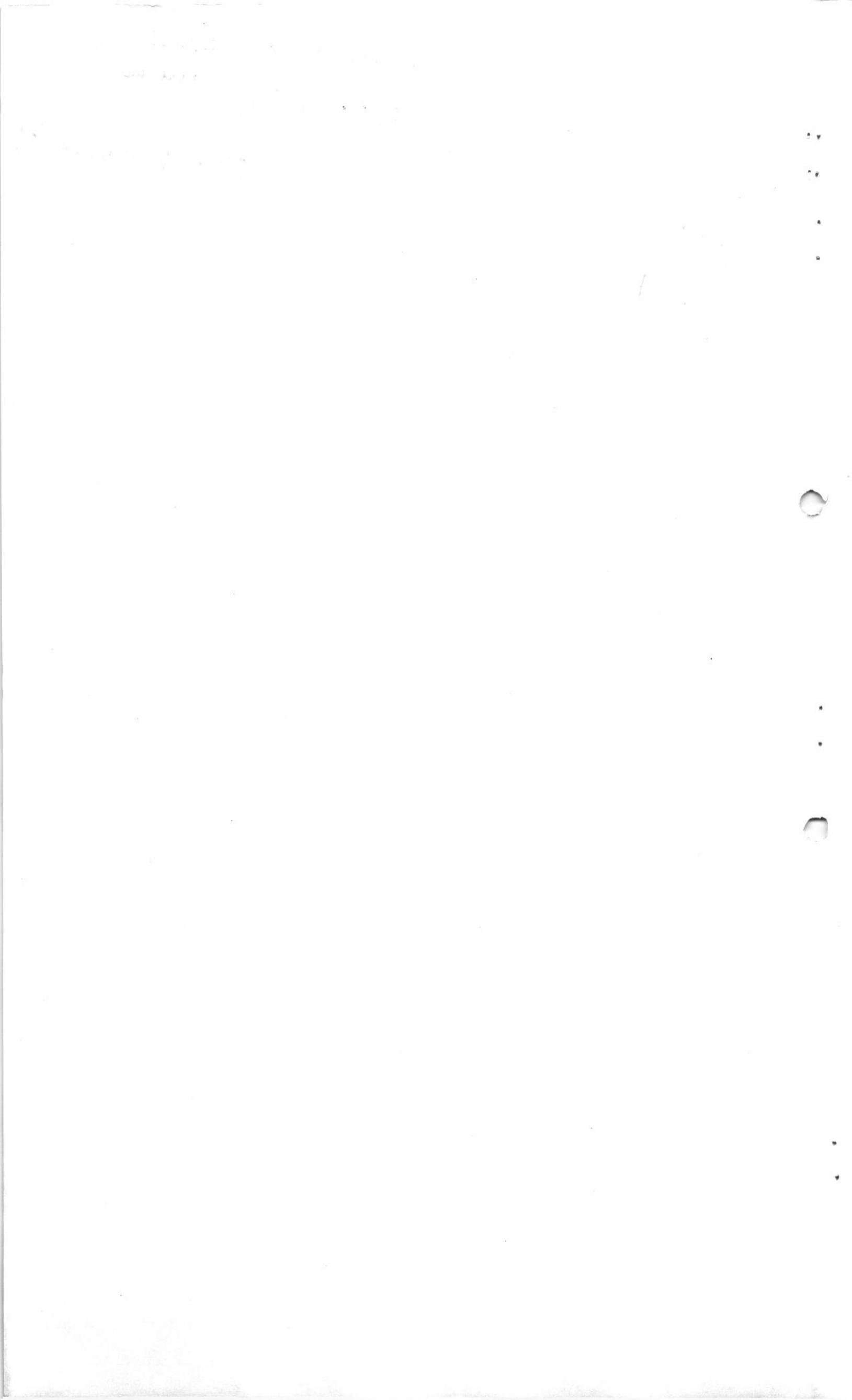


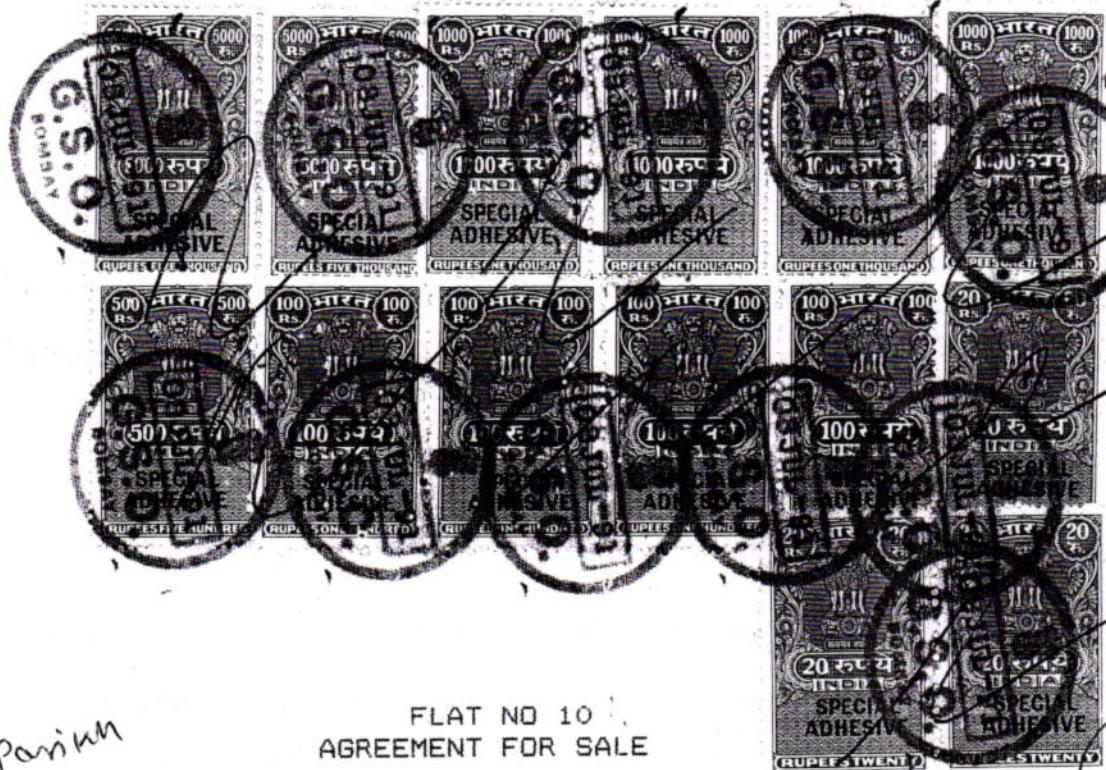
B1 Done

ORIGINAL DOCUMENT

Flat no. C-10

This document is original
Issued with condition
on 21.3.2020 at 2.00 pm
2pm





K.J. Parikh
FLAT NO 10
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Bombay this
15th day of July 1991 BETWEEN SHRI. SHAKTI BHOWMICK
Bombay, Adult, Hindu Indian residing at Bombay
hereinafter for the sake of brevity called "THE VENDOR"
(which expression shall unless it be repugnant to the
context or meaning thereof mean and include his heirs,
executors, and administrators) of the FIRST PART AND (1)
SMT. KUNDAN JAGDISH PARIKH and (2) SHRI. JAGDISH S.
PARIKH also of Bombay, adults, Hindu Indian Inhabitants
residing at Indraprastha 1-C, Flat No. 9, Raheja
Township, Malad (East), Bombay 97, hereinafter for the
sake of brevity called THE PURCHASERS (which expression
shall unless it be repugnant to the context or meaning
thereof mean and include her/him, her/his heirs,
executors, administrators and assigns) of the SECOND
PART:

WHEREAS the Vendor has represented to the
Purchasers as follows:

- (a) That by an Agreement dated 24th day of January 1985
made between M/s. Unique Estate Development Company
Ltd., and SHRI. SHAKTI BHOWMICK and in pursuant to
the said Agreement "the Vendor" has purchased Flat

J. Parikh
Smtg
B. B. Bhowmick

(2)

No. 10, Wing "C", Indraprastha 1, Indraprastha Co-operative Housing Society Ltd., Jitendra Road, Malad (East), Bombay 400 097. More properly described in the schedule and since then he is in possession and lawful owner of the said flat.

- (b) That pursuant to the said agreement, the Vendor has made payment in full and the said SHRI. SHAKTI BHOWMICK upon receipt of the entire amount of the sale price delivered vacant and peaceful possession of the said flat in the said building on the said property to the Vendor herein.
- (c) That since the date of acquiring the said flat and the said five shares bearing no. 66 to 77 Certificate No. 14 in the Share capital of the said Society, he the Vendor has neither created nor agreed to create any third party right, title, interest and or claim in respect of either said flat or the said shares and he has since then never parted with the possession and/or occupation of the said flat or any part or portion thereof in favour of any third party whosoever or in any manner whatsoever.
- (d) That the said flat is free from any sale, agreement to sell, transfer, charge, mortgage, lease, tenancy, licence, exchange, gift or otherwise any other encumbrance or claims of any nature whatsoever and that his title in respect of the said flat is absolutely clear and marketable free from all encumbrance and reasonable doubts.

K. J. Perikhan
D. Parikh
B. Bhavuk



K. J.
D. P.
B. B.

(3)

- (e) That he has at present full right, good title and absolute authority to deal with or dispose off the said flat and every part or portion thereof as also the said flat and every part or portion thereof as also the said shares as he may in his absolute discretion deem it fit and proper and that his such right has not been terminated, extinguished or otherwise forfeited either by the said society or by under of any public authority or court.
- (f) That his right, title and interest in respect of the said flat and the said shares are neither attached or contemplated to be attached either under any law for the time being in force by order of any court or other forum either before or after judgement.
- (g) That no suit or other legal proceedings or any dispute is filed or pending by any one whosoever in respect of the said flat any the said shares or any claim thereto or in relation thereto.
- (h) That he had acquired the said flat and the said shares out of his own money and he is the real owner of the said flat and the said shares and he is neither a Benamidar nor a trustee of any one whosoever in respect of the said flat and the said shares.
- (i) That he had not suppressed or misrepresented any act, deed, matter or thing in respect of the said flat and/or the said shares or his right, title, interest and claim in respect thereof and has truly

K. J. PUNIKH
BENAMIDAR
PBTWML

and bona fideley disclose all the material facts in respect thereof in the foregoing manner to the Purchasers.

(j) That the Building construction has been completed on or about 1985-86. That the built up area of the said flat is 430 sq. feet. That the Building consists of Ground plus Six Floors. That the said flat is situated in Municipal Ward "P", Part No. 8.

AND WHEREAS upon the strength of aforesaid representation made by the Vendor to the Purchasers, the Purchasers negotiated with the Vendor for purchasing the said flat and the said shares together with the benefit of all the deposits paid by and lying to the credit of the Vendor to the said society and pursuant to such negotiation by and between the parties, the Vendor has agreed to sell to the Purchasers and the Purchasers have agreed to purchase from the Vendor the said flat and the said shares together with the benefit of all the deposits lying to the credit of the Vendor with the said society, with clear and marketable title free from all encumbrances and reasonable doubts at or for the lump sum price of Rs. 2,91,000/- (Rupees Two Lakh Ninety One Thousand Only) upon certain terms, conditions and covenants hereby mutually agreed by and between the parties as hereinafter appearing NOW THIS INDENTURE

WITNESSETH AS FOLLOWS"

- K. J. Panikar
D. S. Parikh
B. R. Wimal
- 1) The Vendor doth hereby agree to sell to the Purchasers and the Purchasers do hereby agree to purchase from the Vendor the said flat No. 10, on



K. J.
D. S. P.
B. R. W.

(5)

ground floor, Wing "C", Indraprastha-i, Indraprastha Co-operative Housing Society Ltd., and the said shares bearing no. 66 to 70 vide Share Certificate No. 14 in the share capital of the said society, situated, lying and being Jitendra Road, Survey No. 287, Plot No.1, Malad (East), Bombay 400 097 with clear and marketable title free from encumbrances and reasonable doubts at or for the lump sum price of Rs. 2,91,000/- (Rupees Two Lakh Ninety One Thousand Only) subject to other terms, conditions and covenants contained in these presents.

- 2) The Purchasers have paid sum of Rs. 30,000/- (Rupees Thirty Thousand Only) and the balance amount of Rs. 2,61,000/- (Rupees Two Lake Sixty One Thousand Only) shall be paid at the time of vacant & peaceful possession of the said flat and receipt whereof the Vendor doth hereby admit and acknowledge and forever discharge the Purchasers in that behalf, (of the said society Indraprastha Co-operative Housing Society Ltd., Raheja Township, Jitendra Road, Malad (East), Bombay 400 097 to the Purchasers). The Vendor hereby agree, undertake and covenant with the Purchasers that he shall till delivery of vacant and peaceful possession of the said flat to the Purchasers, shall not create any right, any third party right, title interest and/or claim in or part with use, occupation and/or possession of the the said flat or any part or portion thereof to any third party whosoever and in any manner whatsoever and shall not charge, mortgage

K. J. Panikh
Spanish
R. B. Thomas

(6)

or otherwise encumbrance either the said flat or the said shares or his right, title and/or interest therein.

3) The Vendor has on the execution of these presents deliver the following documents to the Purchasers:

(a) The said original agreement dated 24-1-1984 between M/s. Unique Estates Development Company Ltd. on one hand and the Vendor herein on the other hand.

(b) Original Share Certificate No. 14 in respect of Share Nos. 66 to 70 of Rs.250/- (Rupees Two Hundred and Fifty Only) in the share capital of the said society.

(c) The last upto date paid up maintenance bills of the said society for the month of June 1991.

(d) The last upto date electricity bills vide Electric Meter No. 1355666 Vide Consumer No. K05023729 from which the said flat is getting the electric supply.

(e) The transfer form and other usual and necessary papers and writings duly signed by the Vendor so as to request and enable the said society to transfer the said flat and the said shares in favour of the Purchasers and to register the Purchasers as the member of the said society.

5) The Vendor hereby agrees, undertake and covenant with the Purchasers that:

K.J.Parkhi
D.Savaliya
B.B.Kothiyal



(7)

- (a) He shall deliver the vacant and peaceful possession of the said flat to the Purchasers as per clause 3 of these presents and shall observe and comply with his covenant as contained in clause 3 of these presents.
- (b) He shall co-operate with the Purchasers in the matter of transfer of the said flat and the said shares in the name of the Purchasers and shall get the said flat and the said shares transferred in favour of the purchasers in the records of the said society.
- (c) He shall sign, execute and deliver such other and further deeds, documents, papers and writings as may be required by the Purchasers for the effective and complete transfer of the said flat and said shares in favour of the Purchasers as also transfer of the electric meter vide the said consumer number in the name of the Purchasers.
- (d) He shall do or cause to be done such other and further acts, deeds, matters and things as may be lawfully and reasonably required by the Purchasers for the effective implementation of the terms, conditions and covenants of these presents.
- 6) The Purchasers do hereby agree undertake and covenant with the Vendor that:
- (a) They shall become the members of the said society and shall pay the membership fee in that behalf.

K. J. Purushottam
B. S. Patel
R. P. Patel

(8)

- (b) They shall observe bye-laws of the said society and shall observe the terms and conditions of the said agreement dated 24-1-1985 between said Commercial Development Corporation and the Vendor herein.
- (c) They shall observe the provisions of the Maharashtra Co-operative Societies Act and the Rules framed thereunder.
- (d) They shall pay all the outgoings and maintenance charge, from the date of receiving the vacant and peaceful possession of the said flat from the Vendor.
- (e) They shall pay to BSES Ltd., the electricity charges and other lawful and reasonable amounts as may be billed or demanded by them in respect of the said electric installation pertaining to the said flat.
- (f) They shall co-operate with the Vendor as may be required by him so as to enable the Vendor to discharge his obligation under the terms, conditions and covenants contained in these presents.
- 7) The Vendor hereby agrees, undertake and covenants with the Purchasers that till the date he delivers the vacant and peaceful possession of the said flat to the Purchasers, he shall bear and pay all the maintenance charges to the said society as also electric charges either to the Purchasers herein or

H. J. Pankh
Opposite,
B. P. Petrol Pump

(9)

to BSES Ltd., or make necessary contribution towards the payment of electricity charges for such period by remitting the amounts in that behalf to the Purchasers against their written receipt in that behalf.

- 8) The Stamp Duty payable on the execution of this agreement for sale shall be borne by the Purchasers. However if any Stamp Duty is payable on any prior agreements than the same shall be borne by the Vendor.

THE SCHEDULE ABOVE REFERRED TO

Plot No. 1, of Survey No. 287 (part) Malad (E)
ALL THAT piece or parcel of land approximately admeasuring 15,467.64 sq.meters (equivalent to 18,499.75 sq. yds.) that is sub-divided Plot No. 1 out of Survey No. 287 (part) Hissa Nos. 1,4,5,6,7, and 8 of Malad Village (East) in Greater Bombay, within the Registration Sub-District of Bombay City and Bombay Suburban and bounded as follows: that is to say, on or towards the North partly by plot bearing S.No. 503 (part) and partly by Road, on or towards the South partly by plot Nos. 5,6,7, of S No. 287 and partly by boundary of village Pahadi, on or towards the East partly by 44 feet wide Road and partly by Plot Nos.5,6,7, of S No. 285 and or towards the West by Road.

In WITNESSES WHEREOF the parties hereto have hereunto and to two duplicates hereof, set and subscribed there respective hands on the day and year first herein above written.

K. J. Runkin
Dorothy
B. Bourne

(10)

SIGNED SEALED AND DELIVERED)

by the within named)

SHRI. SHAKTI BHOWMICK) R.B.Bhowmick

the Vendor in the presence)

of)

SIGNED SEALED AND DELIVERED)

by the within named Purchasers))

SMT. KUNDAN JAGDISH PARIKH &) K.J.Parikh

SHRI. JAGDISH S. PARIKH.)

in the presence of)

RECEIVED of and the within named)

Purchasers the sum of Rs. 30,000/-)

(Rupees Thirty Thousand Only) by)

Cheque No. 436961 dtu. 4-7-91, Bank)

of India, Malad (East) Branch,)

towards payment of the sale price)

to be paid by them paid to me as per)

clause No.2 on execution of these)

presents.)

) Rs.30,000/-

I SAY RECEIVED

R.B.Bhowmick

VENDOR

WITNESSES :

1)

2)

342/29 जालीलप्रभुंपी की मिळाली—

	रु. रुपये
नींदली ..	५०००-००
मोर ..	१-००
मदार (मेंटोन)	१-००
जाल (जालीलप्रभुंपी)	१-००
जाल गालाड (गालाडी)	२-००
बजात ..	३०-००
धावी ..	२-००
फाईलींग ..	२३-००
ट्राल ..	
	५०६५-००

वालाचार्य वालाचार्य वालाचार्य
का नाम वालाचार्य वालाचार्य
K. J. Panikh.

मुंबई हे अपिलाची मुलाकाती करण्याखालीचा
निवंधकाचे सर्व अधिकार असलेला

मुंबई, मुंबई
अपिलाची मुलाकाती करण्याखालीचा
निवंधकाचे सर्व अधिकार असलेला

७ एप्रिल १९६७ रु. ३५ लोडरी
रा. १० इक्कास्ट्रॉड निवंधकाचे

२ एप्रिल - १९६७ आदिक पाहिऱा
रा. ३५ लोडरी

३ एप्रिल - १९६७ आदिक पाहिऱा
रा. ४ इक्कास्ट्रॉड निवंधकाचे

इस्तांवज करून देणार;

तथाकथित इस्तपेश्वर
कळव दिल्याचे क्वूल करतार,

x B. Bhawaril

x K. J. Panikh

x अपाली

महाराष्ट्र विधान सभा
रा- ६०८/७५ कोडफल नं० ५८

महाराष्ट्र विधान सभा
संविधानसभा

१९४८ वर्षात इनांची असताची
प्रतिक्रिया

३०३. ३०८. ५२८
१९४८/७५ कोडफल, विधानसभा

महाराष्ट्र विधान सभा
कोडफल नं० ५८
दिनांक १०/१०/१९४८
दिनांक १०/१०/१९४८ असते वा
इतके दिनांक असेही दिनांक दिनांक १०/१०/१९४८
इतके ५९८०/- रुपये २९२०/- रु. ३०
प्रति रुपये २०
दिनांक १०/१०/१९४८ रुपये २० कर्ता आला.

दिनांक २०/१०/४८

महाराष्ट्र विधान सभा

हांगांव परिवार काला २३०-३ (१) वार्ड
आयकर हांगाला का. Ward 28/6/230A/91-92/2
दिनांक १०/१०/११ साप्तरी वार्ड ते पंडवाळा पाहाळा
बरोदर असहावा गांव वार्ड नाही
दिनांक २०/१०/४८

मुद्रण निवारक दिनांक
हे अपिलांवा मुनावरी करण्यासाठी
निवारकाचे जावे अधिकार असलेला:

नांगरी जमीन मर्यादा कायदा १९४८
कालम २७ अंतर्वर्षे उभलेशन कार्य वेळा
दस्त प्रवेश नोंदवणीसाठी पाढविला
दिनांक २५/१०/४८

मुद्रण निवारक, सुवर्ण
अपिलांवा मुनावरी करण्यासाठी
निवारकाचे जावे अधिकार असलेला



PB.RJ 3528191
at Pages 1 to 7
Registered No.
Volume 1837B¹⁵ of Additional Reg
No. I.
Date 9-10-1995

[Signature]
Sub-Registrar of Bombay,
exercising all the power of
a Registrar except that of
bearing appeals.

DATED THIS 15TH DAY OF JULY 1991

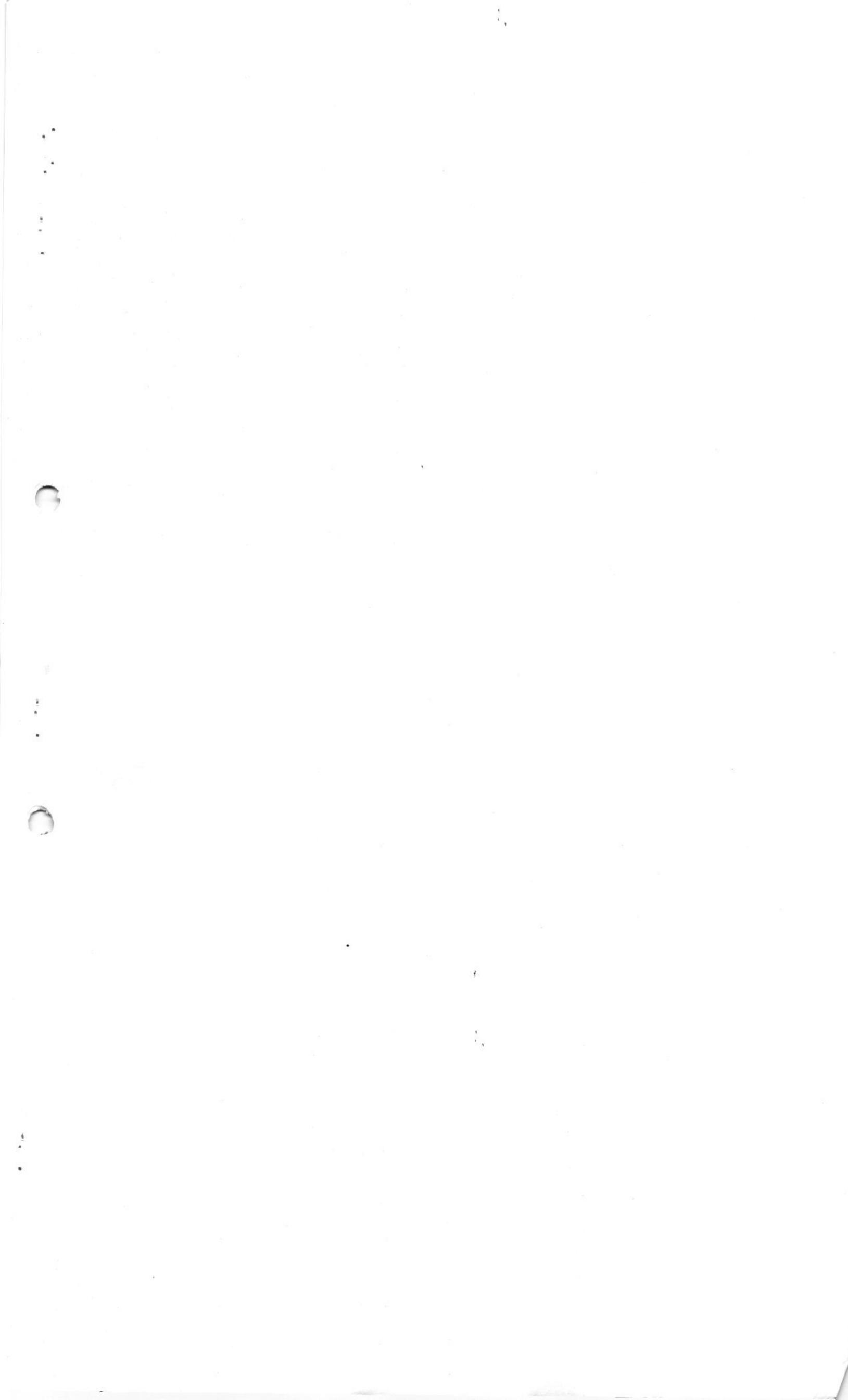
AGREEMENT FOR SALE

SHRI SHAKTI BHOWMICK
(VENDOR)

AND

SMT. KUNDAN JAGDISH PARIKH &
SHRI JAGDISH H. PARIKH.
(PURCHASER).

DRAFTED BY
ADVOCATE VINOD. C. SAMPAT.,
16, YASHODA NIWAS,
OPP. R. N. GANDHI HIGH SCHOOL,
VIDYAVIHAR (E),
BOMBAY 400 077
TEL. NO. 513 80 95.



Om

12/05

Chitt

3426/99

पंचवान

PROPERTY DESCRIPTIONS

FLAT & L.L.C.

- (1) Village - Malad Village (East)
(2) Municipal Ward - P. Ward
(3) Built up Area - 430
(4) Year of Construction - 1985
(5) No. of floors & floor offset - 6+6
(6) [A] Agricultural Land - N.A.
(7) [B] Non-Agricultural Land - N.A.
(8) Area off Plot - N.A.
(9) PROPERTY i.e. occupied by - N.A.
(10) Tenant's Name & C.R. -

M.V. Rs. 516,000/-

S.D. Rs. 14,960/- 379191
15/10/10

N.O.C
T.D. E-90

मास - १५ दि

Agreement for sale.

Rs 2,91,000/-

1 to 2. $\frac{9}{236}$
1832 E-90

R.Fee. Rs. 5000

C.F. $\frac{65}{5065}$

5065

fees of my
own
SD

4980
5000
20926

6.90.eg.

②