



29 MAR 1985

267
 Balasinar Co-operative
 Society
 2/15
 2/15

ARTICLES OF AGREEMENT made at Bombay this
 day of 23rd May 1985 BETWEEN SHREE BALASINOR
 CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative
 Society duly formed and registered under the
 Provisions of the Central Co-operative Societies
 Act, 1912 under Serial No. B-385 on 18th December
 1947 and having its registered office at S.V.Road,
 Kandivli (West), Bombay-400 067 which the said
 Society is hereinafter for brevity sake referred to
 as " the Society " (which expression shall unless
 repugnant to the context or meaning thereof mean
 and include its Successors and Assigns) of the
 One Part and Dr. Girish Jayantilal Dani of Bombay
 Indian Inhabitant residing at Kandivli hereinafter
 referred to as " the member " (which expression
 shall unless repugnant to the context or meaning
 thereof mean and include his heirs, executors,
 administrators and assigns) of the Other Part;

Cav
 2/15

Cav
 2/15

2.

WHEREAS the Society is the Owner of the pieces or parcels of land including the land bearing Survey No.91, Hissa No.4 in the Registration District and Sub-District of Bombay City and Suburban, of which the land admeasuring about 270 Sq.Mts. bearing C.I.S. No. 288, being one of the Sub-plots of the Society, situate at Village Poisor, Kandivali, and more particularly described in the Schedule hereunder written form a part.

AND WHEREAS the Society have invited tenders for allotment of the said sub-plot with the single Storey structures thereon and whereas the member's tender was approved by the Society.

AND WHEREAS at the meeting of the Managing Committee of the Society held on 25th February, 1985 the offer of the member for allotment of the

Sanjay
7/8

3.

100
~~XXXXXXXXXX~~ said Sub-plot with the structure thereon was accepted.

AND WHEREAS the Society by its letter dated 31st March, 1985 conveyed the decisions of the said Managing Committee meeting held on 25th February, 1985 to the Member.

AND WHEREAS the parties herein are desirous of recording the terms and conditions for allotment of the said Sub-Plot with the structure thereon by the Society to the Member, as hereinafter expressed.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Society viz. Shree Balasinar Co-operative Housing Society Ltd. have agreed to allot five Shares of the Society of the Share Value of Rs.50/- each and to accept the member and/or his nominee, as one of the members of the Society and as such member to hold and possess one of the Sub-Plots of the Society, admeasuring about 270 Sq.Mts. bearing C.T.S.No. 288 together with the single storey structure standing thereon, situate at Village Poisor, Kandivli, and more particularly described in the Schedule hereunder written.

2. The member shall pay to the Society the sum of Rs.251/- (Rupees two hundred fifty one) towards membership fee and five shares of the Society and Rs.3,75,000/- (Rupees three lac seventy five thousand) for the allotment of the said Sub-Plot together with

100
Handwritten signature and initials at the bottom left corner.

4.

structure standing thereon. The member has deposited a sum of Rs.50,000/- (Rupees fifty thousand) with the Society as required by the Society as initial deposit. The Society shall hand over the vacant and peaceful possession of the said sub-plot together with structures standing thereon to the member or his nominee upon member paying full consideration of the amount to the Society.

3. The member or his nominee shall abide by the terms and conditions laid down and approved by the Managing Committee of the Society at its meeting held on 25th February 1985 and recorded in its letter dated 31st March 1985. The terms and condition mentioned in the said letter shall form part of the present Agreement. The member or his nominee shall also observe and perform rules and regulations bye-laws and orders of the Society applicable to the members of the Society.

4. The Parties herein hereby agreed to execute all necessary deeds, documents and writings as may be required for effectual allotment of the shares and the said Plot with the structure thereon in the name of the member and/or nominee.

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

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL that piece or parcel of vacant land or ground situate at and being in Shree Balasinar Co-operative Housing Society Ltd., S.V.Road, Kandivli (west) in

Qani
AS

5.

Greater Bombay in the District and Sub-District of
Bombay City and Suburban, containing about 270 sq.Mts.
bearing C.T.S.No. 288 of Poisar Village with the
structure thereon bearing Municipal No. R-05-0385-00-1 and
Plot No.51A of the said Society) bounded on the EAST
by Society's plot No.56; On the WEST by Society's
Private Road; On the NORTH by Society's Plot No.51
and On the SOUTH by Society's Plot No. 52.

Law
2/8-

FOR SHREE BALASINOR CO-OPERATIVE HOUSING SOCIETY LIMITED

SIGNED SEALED AND DELIVERED)
by the withinnamed : SHREE)
BALASINOR CO-OPERATIVE)
HOUSING SOCIETY LTD. by)
affixing its Seal hereto)
in the presence of.)
1. SHRI. *Nandu Hordiker*)
2. SHRI.)
Chairman and)
respectively of the Managing)
Committee of the Society in)
token thereof in the)
presence of.)

R. Girish

HON. SECRETARY

Gandhi

SIGNED SEALED AND DELIVERED)
by the member DR. GIRISH)
JAYANTILAL DANI in the)
presence of. *Mrs Meena Girish*)


Dani Girish Jayantilal
Meena Dani

Dani

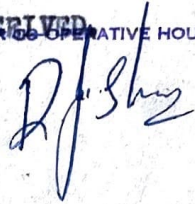
6.

RECEIVED from the member the)
sum of Rs.50,000/- (Rupees fifty)
thousand) being the initial deposit) Rs. 50,000/-
and earnest payment within mentioned)
by him paid to the Society by Cheque)
No. 0124054 dated 31st March, 1985)
on Bank of India.)

WITNESS :



~~WE SAY RECEIVED~~
FOR SHREE BALASINGOR DE OPERATIVE HOUSING SOCIETY LIMITED,



HON. SECRETARY

DATED THIS

DAY OF

1986.

SHREE BALASINOR CO-OPERATIVE
HOUSING SOCIETY LTD.

AND

DR. GIRISH JAYANTILAL DANL.

A G R E E M E N T