



5996  
 21 FEB 1978  
 [Faded text and signature]

AGREEMENT TO ASSIGN.

This Agreement made and entered into at Bombay this 22<sup>nd</sup> day of March 78 BETWEEN Mr. Pedro Joaquim Maria Tomas Fimenta hereinafter called "The Assigner" (which expression shall wherever the context so requires or admits of be deemed to include his heirs, executors and administrators and legal representatives) of the One Part AND Smt. Kamlaji Thakkur an Indian Inhabitant residing at Flat No.10, 3rd Floor, Havana, situated at Seven Bungalows Road, Versova, Bombay, 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 29th March, 1971, the Assignor agreed with the Assignee to assign his right, title and interest in his flat No.10 on the 3rd floor of "Havana", Versova Road, Bombay, at or for the price of Rs.22,800/= (Rupees Twenty two thousand and eight hundred only) which was payable w. T

(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. A* AND WHEREAS out of the amount of Rs.10,800/= a sum of Rs.4,339.20 (Four thousand <sup>three</sup> ~~four~~ hundred and thirty-<sup>nine</sup> ~~six~~ and twenty-~~nine~~ paise) only still remains to be paid which sum the Assignee

*To. 20/A 20482)*  
is paying today by Bank draft drawn on "Sena Bank," *John Nite*

*K.T. Branch, Bombay 56 RS.*

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.*

(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 balance 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 )  
withinnamed Assignor PEDRO )  
JOAQUIM MARIA TOMAS PIMENTA )  
in the presence of..... )

*P. Pimenta*  
*Advocate*

*J. Amaral*  
*Advocate*

*B. Shinde's*  
*Advocate*

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

*Kamalji Thakur*

*J. Amaral*  
*Advocate*

*B. Shinde's*  
*Advocate*

DATED THIS 22<sup>nd</sup> DAY OF March, 1978.

MR. PEDRO JOAQUIM MARIA TOMAS  
PIMENTA.

TO

SMT. KAMLAJI THAKKUR.

AGREEMENT TO ASSIGN.



2384

27 NOV 1981

~~RECEIVED~~  
~~NOV 27 1981~~

*G. M. Madani*

~~RECEIVED~~

*[Signature]*

AGREEMENT TO ASSIGN

*ow*  
*K*

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 A N D Smt. ZUBEDA A. PETTIWALLA, an Indian Inhabitant, residing at Bank of India Building, 1st Floor, 531, Linking Road, Opp: Gazebo, 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:

*ow* WHEREAS by an agreement dated \_\_\_\_\_, the Assignor agreed with the Assignee to assign her right, title

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



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27 NOV 1981

*[Handwritten signature]*

*[Handwritten flourish]*

-: 3 :-

*[Handwritten initials]*

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  
with named the Assignor  
Smt. KAMALAJI THAKKUR in the  
presence of.....

*[Handwritten signature]*

Signed and Delivered by the  
with named the Assignee Smt.....

-: 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. *N. woman*

2. *B. Shukla*  
*Advocate*





230  
of the Sub-Registrar  
Bandra-20.  
11 SEP 1984 19

*[Handwritten signature]*

AGREEMENT TO ASSIGN

*[Handwritten signature]*  
زيبائی

This Agreement made and entered into at Bombay, this 13th day of September, 1984, Smt. ZUBEDA A. PETTIWALLA, 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 AND Smt. 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]*  
زيبائی

WHEREAS by an agreement dated 13<sup>th</sup> Sept. 1984 the Assignor agreed with the Assignee to assign her right title

-: 2 :-

~~DB~~ <sup>دیسبائی</sup> 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-  
<sup>دیسبائی</sup>alows, Versova Road, Bombay, for the price of Rs.1,30,000/-  
<sup>DB</sup> (Rs. One Lakh Thirty Thousand only) paid in ~~cash~~ <sup>دیسبائی</sup> 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. 86 to 90 (both inclusive)  
and Share Certificate No.18. This amount is included  
<sup>دیسبائی</sup> in the said price of the Flat.

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. Joseph*.....

*زیدباغ اے پیٹھیوالا*

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

*S. Shaikh*

R E C E I P T

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:

*Abdul Karim*

No.

1237

Name of the Society Sunrise - Havana Co-operative Housing Society Ltd.

# CERTIFICATE OF SINKING FUND

(Issued under the provisions of the bye-law No. 67 B/C of the bye-laws of the Society)

It is hereby certified that the balance to the credit of SHRI/Smt. SHEIKH DABIR

ABDULWAHAB AHMED a member of the SUNRISE - HAVANA

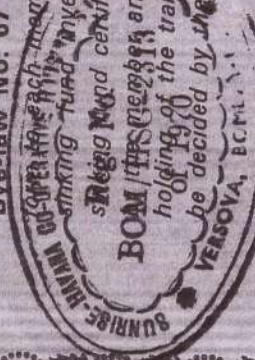
Co-operative Housing Society Limited, in the Sinking Fund Account, as on 30th

June 1985 was Rs. 1053 = 62p (Rupees One thousand thirty three

and paise sixty two only.), including interest earned by him on the sinking

fund investment for the period from 1st July 1980 to 30th June 1985

Bye-law No. 67 B/C: Every five year the society shall issue sinking fund certificate in the prescribed form to each member representing the amount to his credit including his share of interest accrued on the sinking fund investment as at the close of the co-operative year preceeding the date of issue of the sinking fund certificate. The sinking fund certificate shall be transferable at the value of contributions made share of interest earned on sinking fund investment along with the entire share holding of the transfer. The certificate shall be converted into share capital or loan stock bonds as may be decided by the society at its general meeting when the tenements are reconstructed.



SEAL

*Chairman*

Chairman

Hon. Secretary

*Treasurer*

Hon. Treasurer or M. G. Member

[P. T. O.]

Certificate  
No. 18

Member's Register No. 18

## SHARE CERTIFICATE

Sunrise Hawana Co-operative Housing Society Ltd.

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

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

Rs. 250/-



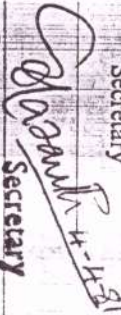
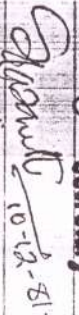

Given under the Common Seal of the  
said

this First day of December 70

Alexandra  
Hon. Secretary

Averars  
Chairman

**MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES**

Date of transfer	No. of transfer	Reg. No. of Transferer	To whom transferred	Reg. No. of Transferee	Signature of Secretary
4-4-81		18	Mrs. Kamalaji M. Thakur	18	 Secretary 4-4-81
10-12-81		18	Mrs. Zuberda A. Pettivalla	18	 Secretary 10-12-81
3-2-2002 <del>10-12-81</del>		18	SHAIKH DABIR AHMED SHAMSUDDIN	18	 Secretary N.V. Zuberda Pettivalla SECRETARY

No. 18

Name of the Society Sunrise - Havrimit  
Co-operative Housing Society Ltd

# CERTIFICATE OF SINKING FUND

(Issued under the provisions of the bye-law No. 67 B/C of the bye-laws of the Society)

It is hereby certified that the balance to the credit of Shri/Smt. Z. A. PATTIWALLA  
a member of the SUNRISE HAVRIMIT

Co-operative Housing Society Limited, in the Sinking Fund Account, as on 30th  
June 1980 was Rs. 12,82-20p (Rupees One Thousand Two hundred eighty  
Two and paise twenty only), including interest earned by him on the sinking  
fund investment for the period from 1st July 1971 to 30th June 1980

**Bye-law No. 67 B/C :** Every five year the society shall issue sinking fund certificate in the prescribed  
sinking fund investment as at the close of the co-operative year, preceding the date of issue of the  
sinking fund certificate. The sinking fund certificate shall be transferable at the value of contributions made  
by the member and his share of interest earned on sinking fund investment along with the entire share  
holdings of the transferor. The certificate shall be converted into share capital or loan stock bonds as may  
be decided by the society at its general meeting when the tenements are reconstructed.



SEAL

P. J. O. J.  
Chairman

A. Desai  
Hon. Secretary

A. Desai  
Hon. Treasurer or M. C. Member