



19-SEP-86
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ARTICLES OF AGREEMENT MADE AT BOMBAY THIS 19th DAY OF
SEPTEMBER 1986 BETWEEN Mohamed Aquil Mahomed Ismail Quereshi
of Bombay, Indian Inhabitant herein after called the Transferor
(which expression shall unless it be repugnant to the context
or meaning thereof mean and include the said Transferor or

his heirs, executors and administrators) of the One Part AND MAHOMED NABIL MAHOMED AQUIL QURESHI, hereinafter called the Transferee (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Transferee his heirs, executors ~~sucessors~~ administrators and assigns of the Other Part;

W H E R E A S:

1) By Agreement dated 4th of May 1986 made between Messrs. Imran Traders, a Partnership firm having its office at "Gulmarg" Apartment, 1, Club back Road, Bombay - 400 008 (hereinafter called the Builders) of the One Part; and the said Mahomed Aquil Mohamed Ismail Qureshi the Transferor herein therein called the Flat Holder of the Other Part, the Builders had agreed to sell to the Transferor and the Transferor agreed to purchase from the Builders Flat No.402 admeasuring about 864=00 sq.ft on the 4th floor in the building then under contruction and designated as "Imran Apartments" on what is known as Ownership Basis on the terms and conditions therein stated.

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- 2) The Transferor paid to the Builders all the amounts due and payable from time to time in terms of the said Agreement dated the 4th of May 1976 and on the construction of the said building being completed and ~~xxx~~ occupancy certificate thereof being received, the Transferor paid to the Builders the entire balance of the amount due and payable under the said Agreement dated the 4th May 1976 whereupon the Builders delivered vacant possession of the said flat No.402 on the 4th floor of the said building to the Transferor and the said Transferor took from the Builders vacant possession of the said Flat;
- 3) Since then, the Transferor was in continuous possession and occupation of the said Flat till the completion of the transaction relating to the said Flat as hereinafter recorded;
- 4) The Purchaser of the different Flats, including the Transferor as Purchaser of Flat No.402 in the said "Imran Apartments" formed themselves into a co-operative Housing Society and got the same registered as "Byculla Imran Co-operative Housing Society Limited"
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under the Maharashtra Co-operative Societies Act

1961 under Registration No.BOM/HSE/FN/8780

(hereinafter called "the said Society").

- 5) The Transferor was a member of the Society holding 5 shares of the said Society under Certificate No.16 and shares Nos. from 76 to 80 (both inclusive) issued by the said Society to the Transferor on 15th June 1982.
- 6) The Builders have handed over possession/Management of the said Imran Apartments to the said Society and the said Society is recovering the prorata outgoings taxes etc., from the members of the said Society occupying the Flats in the building including the Transferor.
- 7) The Transferor is the father of the Transferee.
- 8) The Transferor had informed the Transferee that the Transferor was seized and possessed of and otherwise well and sufficiently entitled on what is known as Ownership Basis the said Flat No.402 on the 4th floor in the said "Imran Apartments" at No.8, Dr. (Mrs.) Leela Melville Marg, Bombay No.400 000 now being the property of the said Byculla Imran Co-operative Housing Society Limited,
AND WHEREAS the Transferor had agreed to sell and transfer ~~of~~ to the Transferee and the Transferee had agreed to purchase from the said Transferor the said 5 Shares under the said Shares Certificate No.16 relating to the share Nos. from 76 to 80 of the said

Byculla Imran Co-operative Housing Society Ltd., together with all rights attached and appurtenant thereto and together with the said flat No.402 on the 4th floor in the said Imran Apartments building bearing Cadestral Survey No. of the Division situated at No.8, Dr.(Mrs.) Leela Melville Marg, Bombay - 400 008 and share right title and interest of the Transferor thereto together with the share right title and interest of the Transferor in all the deposits and funds and other assets noted in the name of the Transferor with the Society at and for a sum of Rs.150,000/- (Rupees One Lakh & fifty thousand only);

AND WHEREAS pursuant to the application made in that behalf by the Transferor to the Society, the Society has agreed to accept the Transferee as its member subject to the Transferor furnishing to the Society the requisite ~~application~~ application in the prescribed forms along with the application for membership of the Transferee;

AND WHEREAS in pursuant to the said Agreement and on consent of the said Society being received the Sale and transfer of the said Flat No.402 on the 4th floor in the said "Imran Apartments" building at No.8, Dr. (Mrs.) Leela Melville Marg, Bombay - 400 008 by the Transferor to the Transferee has been completed on or before the execution of these presents;

AND WHEREAS THE parties hereto are desirous of recording in writing as is hereinafter appearing the terms and conditions on which the Sale is completed:

NOW THIS INDENTURE WITNESSETH And It Is Hereby
Agreed And Declared as follows:-

- 1) The Transferor had agreed to sell to the Transferee and the Transferee had agreed to purchase from the Transferor the said Flat No.402 on the 4th floor in the "Imran Apartments" at No.8, Dr.(Mrs.) Leela Melville Marg, Bombay - 400 008 belonging to the said Byculla Imran Co-operative Housing Society Limited (hereinafter called the said ~~Gaxi~~ Society) together with right to receive 5 Shares of the said Society under Share Certificate No.16 bearing distinctive Nos. from 76 to 80 (both inclusive) together with right, title and interest of the Transferor in all the deposits and funds and other assets held in the name of the Transferor of the said Society at a sum of Rs.150,000/- (Rupees One Lakh and fifty thousand only).
- 2) The said consideration of Rs.150,000/- is paid by the Transferee to the Transferor on or before the execution of these presents, receipt of which sum the Transferor doth hereby admit and acknowledge and of and from the same doth hereby release and discharge the Transferee.
- 3) The Transferor has represented and informed the Transferee as follows:-
 - (a) The Transferor had been and was in actual and de-facto possession and occupation of the said Flat No.402 on the 4th floor in the said "Imran Apartments" till the same was delivered over as recorded herein to the Transferee;

- (b) The Transferor had not given on leave and licence, basis, lease, basis, tenancy basis or sub-tenancy the flat or any portion thereof whatsoever, to any other ~~person~~ person;
- (c) The Transferor is in actual possession of the original Agreement namely Agreement dated 4th of May 1986 executed between M/s. Imran Traders as Builders on one part and the Transferor as the Flat Purchaser of the other part and on completion of the transaction herein the Transferor has delivered over the said original Agreement to the Transferee;
- (d) No charge is created on the said flat in respect of the said Shares of the said Society to which the Transferor is entitled as a member of the said Society in favour of any other party;
- (e) That no order has been issued and/or served upon the Transferor from the Income-Tax Department, Sales Tax Department or any Revenue Authorities or a Competent Court of Law or Tribunal or a public authority restraining the Transferor from dealing with disposing of and/or transferring the said premises or any part thereof.

4. The Transferor has applied for and obtained consent of the said Society to admit the Transferee as a member of the said Society and has covenanted to transferred of the said shares of the said Society and deposits and other assets of the Transferor that may be lying with the said Society in respect of the Flat No.402 on the 4th floor of the said building in favour of the Transferee.

5. The Transferor has delivered over vacant and peaceful

possession of the said flat No.402 to the Transferee.

6. The Transferor has signed transforms in respect of the said shares and deposits and handed over the same to the Transferee.

7. The Transferee shall as from this date be entitled to use and occupy the said Flat without any let, hindrance, denial demand, interruption, demur or eviction by the Transferors or any other person or persons lawfully and equitably claiming through, under or in trust for the Transferor.

8. The Transferor shall pay and discharge all liabilities in respect of the said premises, if any still outstanding including all arrears either due to the said Society or otherwise prior to and upto the date of completion of the sale. The Transferee shall be liable for the payment of all the liabilities which will accrue and become payable as from this date in respect of the said Flat. The Transfer Fee payable to the Society has been paid in terms of the Agreement between the parties hereto. Stamp Duty payable under the Bombay Stamp Act 1958 as amended by the Bombay Stamp Amendment Act 1985 shall be borne and paid by the Transfer alone.

9. All deposits by way of sinking fund or otherwise with the said Society and credited to the account of the Transferor shall be got transferred to the account of and in the name of the Transferee in the record of the said Society.

10. The Transferee shall abide by the Rules and Regulations and the Bye-Laws of the said Society and shall pay and discharge all dues and contributions in respect of the said premises accruing as from the date of the completion of the sale herein.

11. The Transferor agrees to execute all other deeds, documents and writings as the Transferee may require to vest the said Flat in the Transferee.

12. The Transferee declares that the said Flat, right to the said shares of the Society and deposits are not in any manner encumbered and that the same are free from encumbrances and that the Transferor has full right, title and interest therein and that he is entitled to deal with and dispose of the same.

13. The Transferor has represented to the Transferee that he has observed and performed all Rules, Regulations and Bye-laws of the Society and that he hereby indemnifies and agrees to keep indemnified the Transferee his nominee/nominees against non-observance and non-performance of the said Rules, Regulations and Bye-laws of the said Society.

14. The parties hereto agree and undertake to sign all the necessary forms, papers and writings as may be required under Section 269-AB of the Income-Tax Act, 1961 and submit the same to the Competent Authority under the said Act within the prescribed period.

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


Signed Sealed and Delivered)
by the withinnamed Transferor)
Shri Mahomed Aquil Mahomed)
Ismail Qureshi in the presence of.)

Signed Sealed and Delivered by)
the withinnamed Transferee)
Mahomed Nabil Mahomed Aquil)
Qureshi in the presence of ...)

Received the day and year first)
hereinabove written of and from the)
within named Transferee the sum of)
Rs.1,50,000/- (Rupees One Lakh fifty)
thousand only) in full payment of the)
consideration by him to me as)
within mentioned.)

Witness:

I Say Received.


Transferor.