



दस्तक्रमांक व वर्ष: 2371/2008

Tuesday, April 22, 2008

11:29:01 AM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पाचपाखाडी

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,000,000.00
बा.भा. रु. 1,522,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 210 फायनल प्लॉट क्र.: 463 वर्णन: इंडस्ट्रीयल गाळा नं 206, दुसरा मजला, जय सिद्धीविनायक प्रिमायसोस को ऑ सो लि., जय कमर्शियल कॉम्प्लेक्स, इस्टर्न एक्सप्रेस हायवे, कॅडबरी समोर, पोखरण रोड नं -1, ठाणे.
- (3) क्षेत्रफळ (1) 28.43 चौ मी
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) भारती एस. कटारीया - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: कॅडबरी समोर, पोखरण रोड नं -1 ठाणे; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) शेखर एम. ताम्हाणे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: तारांगण, समता नगर ठाणे; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 27/12/2007
- (8) नोंदणीचा 22/04/2008
- (9) अनुक्रमांक, खंड व पृष्ठ 2371 /2008
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 150000.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेर

लक्ष्म निरंकर दावे १



WHEREAS By and under Agreement for Sale dated 03rd April 1986, Miss Sangeeta M. Vaswani purchased from M/S. Crown Builders, a Office premises bearing No. 206, admeasuring about 306 Sq. Ft. Built-up area or thereabouts on the Second floor in Jai Commercial Complex situated at Plot No. 463, Eastern Express Highway, Opp. Cadbury, Pokhran Road No. 1, Thane and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the said Premises).

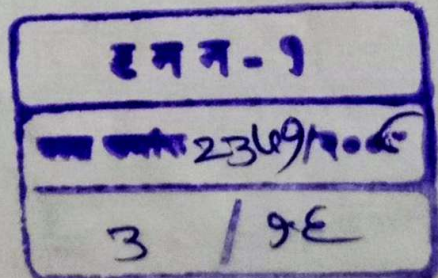
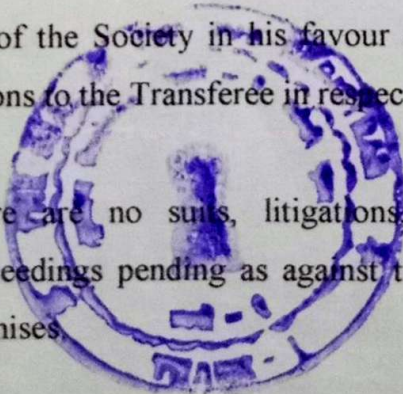
AND WHEREAS by Agreement for Sale dated 26th September 1990, for the consideration and on the terms and conditions contained therein, the said Miss Sangeeta M. Vaswani sold and transferred the said Premises to the MRS. BHARATI KATARIA , the Transferor herein.

AND WHEREAS as on today, the Transferor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises, as its Owner.

AND WHEREAS incidental to the holding of the said Premises, the Transferor is the member of the Jai Sidhivinayak Premises Co-operative Society Ltd; having Registration No. TNA/(TNA)/GNL/©/671/1993-94 dated 30/4/1993 (hereinafter for the sake of brevity referred to as "the said Society") and hold five fully paid up shares of Rs.50/- each of the said Society bearing distinctive Nos.21 to 25 (both inclusive) included in the share certificate No. 4 of the said Society.

AND WHEREAS the Transferee came to know the intention of the Transferor to sell and transfer of the said Premises and therefore he approached the Transferor and negotiated for sale and transfer of the said Premises and the said shares of the Society in his favour and the Transferor made following representations to the Transferee in respect of the said Premises i.e.

- a. There are no suits, litigations, civil or criminal or any other proceedings pending as against the Transferor in respect of the said Premises.



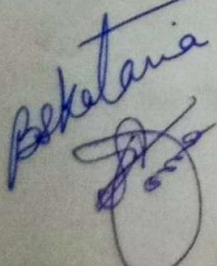
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[Signature]

- b. There are no attachments or prohibitory orders against the said Premises and the said Premises are free from all encumbrances or charges and/or not subject matter of any lispendence or easements or attachments either before or after judgments.
- c. Neither the Transferor nor his pre-deceasors in title have received any notice either from any statutory body or authorities regarding the acquisition or requisition of the said Premises.
- d. The title of the Transferor to the said Premises is clear, marketable and free from all encumbrances.

Relying upon the aforesaid representations made by the Transferor, the Transferee agreed to purchase the said Premises on ownership basis and incidental thereto transfer of the said fully paid up shares of the said Society for the consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs only) and on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO As follows-

1. The recitals contained herein shall form the integral part of this Agreement as if the same are set out and incorporated herein.
2. The Transferor hereby assign to the Transferee the said fully paid up 5 shares of Rs. 50/- each bearing distinctive Nos. 21 to 25 (both inclusive) entered in the Share Certificate No. 4, standing in the name of Transferor in the books of the said Society viz. Jai Sidhivinayak Premises Co-operative Society Ltd . Incidental to the assignment of the said shares, the Transferor further agree to sell transfer and convey his right, title and interest in the said Office premises No.206, having admeasuring about 306 Sq. Ft. Built-up area or thereabouts on the Second floor, in Jai Commercial Complex and more particularly described in the Schedule hereunder, written for the total consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs only). The said amount of the consideration has been paid by the Transferee to the Transferor on or before the execution hereof full and in satisfaction (the payment and receipt whereof the Transferor Do hereby admit and acknowledge and of and from the

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दिनांक 23/09/2008
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payment of the same and every part thereof for ever acquit, release and discharge the Transferee).

(The details of the payment are more specifically mentioned in the Receipt clause appearing at bottom.)

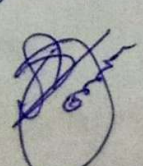
3. The Transferor declares that she is the absolute owner of the said Premises and member of the said Society and she is holding the said Premises quietly without any claim or obstruction from any other persons. The Transferor further declares that she has full power and absolute authority to assign the said shares and to transfer her right, title and interest in the said Premises to the Transferee in the manner agreed herein.

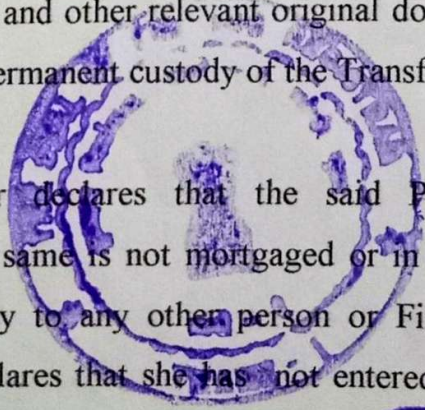
4. If any person or Authority makes any lawful claim in respect of the said Premises on account of the encumbrances created by the Transferor and due to such encumbrances, the Transferee is put to any losses, expenses then in such event, the Transferor shall indemnify and keep indemnified the Transferee against all such losses and expenses.

5. The transfer of the said shares and the said Premises in the books of the said Society from that of the name of the Transferor to that of the Transferee will be made by executing by both the parties the Transfer form prescribed under the bye-laws of the said Society and submitting the same in the office of the said Society .

6. On receiving the full consideration as mentioned herein above, the Transferor shall hand over to the Transferee the said Share Certificate No.4 , Original Agreement/s and other relevant original documents in respect of the said Premises for the permanent custody of the Transferee.

7. The Transferor declares that the said Premises are free from encumbrances and the same is not mortgaged or in any manner charged for payment of any money to any other person or Financial Institutions. The Transferor further declares that she has not entered into any agreement for

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transfer, sale or leave and licence or let out in respect of the said Premises with any other person or persons.

8. The taxes and outgoing in respect of the said Premises shall be paid by the Transferee from the date of taking over possession of the said Premises from the Transferor. Till handing over possession of the said Premises to the Transferee, the Transferor shall pay all the taxes and outgoing to the respective Authorities.

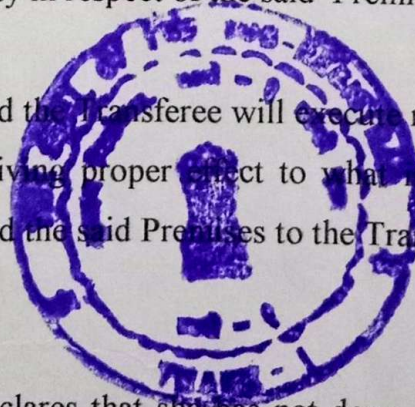
9. At present the said Premises is in lawful possession of the Transferor. Without reserving any right, the Transferor shall hand over peaceful physical and legal possession of the said Premises to the Transferee on receiving the full consideration as agreed. It shall be lawful for the Transferee from time to time and at all times hereinafter peaceably and quietly to hold, enter upon, have occupy possess, enjoy the said Premises hereby granted with their appurtenances and received the rents, issues and profits thereof to and for their own use and benefit without any suit, lawful, eviction, interruption, claim and demand whatsoever from or by the Transferor or any person or persons lawfully or equitably claiming or to claim by, from under or in trust from the Transferor.

10. The Transferee shall abide himself by the rules and regulations of the said Society and pay the taxes and all other outgoing in respect of the said Premises with effect from the date he take over possession of the said Premises as and when the same become due for payment and keep the Transferor indemnified in respect thereof till the time the Transferee is admitted as the member of the said Society in respect of the said Premises.

11. The Transferor and the Transferee will execute necessary documents as and when required for giving proper effect to what is agreed herein viz. to transfer the said shares and the said Premises to the Transferee from that of the Transferor.

12. The Transferor declares that she has not done, committed, omitted or knowingly and willingly suffered to the contrary anything so as to prevent her

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from transferring the said shares and said Premises to the Transferee in the manner agreed herein and her title to the said Premises and the said shares is clear, marketable and free from all encumbrances.

13. The Transferor shall obtain the necessary consent or No objection Certificate from the said Society for transferring the said Premises in the name of the Transferee and admitting him as member of the said Society in due course of time.

14. The transfer charges/premium of the said Society in respect of the transfer of the said shares and the said Premises will be borne and paid by the Transferor and Transferee equally.

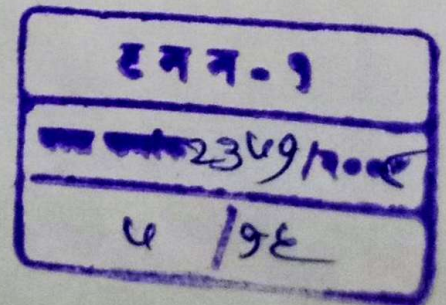
15. Electricity/ Water meters deposits, sinking Fund and all the amount standing to the credit of the Transferor in the books of the said Society in respect of the said Premises shall be transferred in the name of the Transferee on payment of full consideration as stated in clause No.2 herein above.

16. The Transferor shall from time to time and at all reasonable time whenever called upon by the Transferee and/or their Advocate or Attorney do and execute or cause to be done and executed all such acts, deeds and things whatsoever for more perfectly securing the right, title and interest of the Transferor in the said Premises agreed to be sold and transferred unto and to the use of the Transferee as shall be reasonably required but at the cost of the Transferee.

17. The Stamp Duty and Registration charges of this Agreement shall be borne and paid by the Transferee alone. The Transferor and the Transferee undertake to comply with all the formalities required for completing the registration of this Agreement in respect of the said premises in the record of the Sub-Registrar of assurances.



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

-THE SCHEDULE ABOVE REFERRED TO-

THE OFFICE PREMISES admeasuring 306 Sq. Ft. Built-up area, bearing the premises No.206 on the Second floor of the Jai Sidhivinayak Premises Co-operative Society, situated at Jai Commercial Complex , Plot bearing F. P. No- 463, Survey No. 206,209,210, Eastern Express Highway, Opp. Cadbury, Pokhran Road No. 1, Thane, within the limits of local ward of Thane Municipal Corporation. The building is consisting of Ground plus Two floors without having a lift facility and constructed in the year 1987 .

SIGNED SEALED AND DELIVERED

by the withinnamed TRANSFEROR

MRS. BHARATI S. KATARIA

PAN . AACPX 8282 A

in the presence of

S. S. Kataria

Bskataria

SIGNED SEALED AND DELIVERED

by the withinnamed TRANSFEREE

Shri SHEKHAR M. TAMHANE

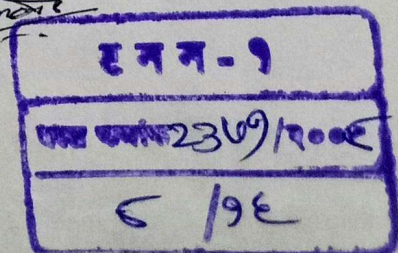
PAN . ACUPT 2169 F

in the presence of

V. R. Berde

[Signature]

[Signature]



RECEIPT

RECEIVED of and from the withinnamed Transferee Shri SHEKHAR M. TAMHANE ,the sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) within expressed under clause No.2 herein above towards consideration of the said Office premises No. 206, 2nd floor of Jai Sidhivinayak Premises Co-operative Society Ltd., situated at Jai Commercial Complex; Eastern Express Highway, Opp. Cadbury, Pokhran Road No. 1, Thane, in full and final satisfaction.

Cheque No.	Date	Bank	Amount
250608	13.12.2006	State Bank of Travancore	Rs. 5,00,000/-
250631	28.12.2006	State Bank of Travancore	Rs. 12,00,000/-
256818	20.4.2007	State Bank of Travancore	Rs. 5,00,000/-
142341	4-7-07	HDFC Bank Ltd;	Rs. 8,00,000/-
Total			Rs. 30,00,000/-

I SAY RECEIVED

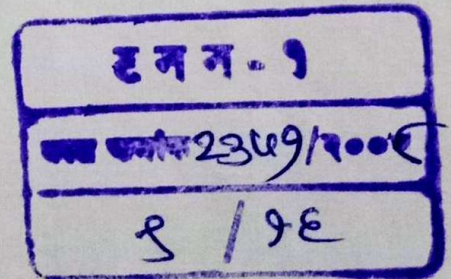
+ *Shatana*

TRANSFEROR

Witnesses:-

1. MR. V. R. Borde *Amode*

2.

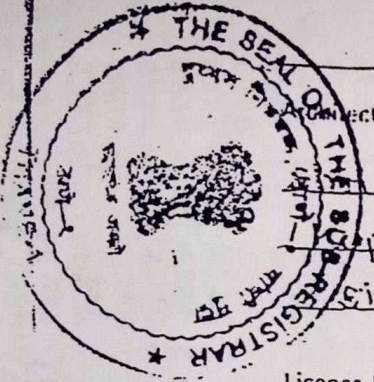


MUNICIPAL CORPORATION OF THE CITY OF THANE

Occupation Certificate No. V. P. 1613 Date 13-10-79
Bombay Provincial Municipal Corporation Act. 1949.

OCCUPATION CERTIFICATE V.P. 1613
is Hereby Granted Partly/Fully, for the building mentioned Below under the Provisions of Section 1

- REFERENCE NO. — 1) Building Permit and Commencement granted under No. V. P. 1613 Dated 29-2-74 19
2) Plinth Certificate for the Construction granted under No. V. P. 1615 Dated 29-3-76 19
3) O. C. required above existing floor vide V. P. No. Dated 19
4) O. C. Previously granted for floor Vide V. P. No. Dated 19



Owner's Name & Address :
Ramesh S. Thakur
Kapila Nivas First Floor
Shivaji Path Thane

Licence No. _____

06/06

300/600

92/04

300/600

Owner's Name & Address :
M/S Sai Trading Co
Pekhran Road No 1
Munchpatkhedi Thane

Locality
Municipality
City No.
F.P. No. 463
Pekhran Road

DISCRIPTION	
<u>GROUND FLOOR</u>	
Extension to Existing Work Shop	1 No x 24-0 x 48-9
Toilet	1 No x 10-9 x 18-6
<u>FIRST FLOOR</u>	
Office room	1 No x 24-9 x 48-9
Toilet	1 No x 18-6 x 10-6
2) Office room	2 Nos x 10-11
11) ———	1 No x 11
12) ———	1 No x 10
13) ———	1 No x 11
14) ———	2 Nos x 11
15) ———	1 No x 11
<u>SECOND FLOOR</u>	
1) Office room	2 Nos x 12-0 x 15-6
2) ———	2 Nos x 10-9 x 15-6
3) Toilet	1 No x 11-9 x 15-6
4) Office room	1 No x 10-6 x 15-6
5) ———	2 Nos x 10-6 x 20-6
6) ———	2 Nos x 10-2 x 20-6
7) ———	2 Nos x 10-3 x 20-6
8) ———	11-0 x 12-3 x 20-6
9) ———	5 Nos x 12-0 x 15-6

The occupation Cert granted on condition officers should not let other purchasers except for those Indus who have their work ground floor.

Note 1) Permission is hereby granted for the Building Partly/fully as mentioned above
2) Property tax (not be paid) date of actual occupation or from the date of issue of Occupation Certificate is granted whichever is earlier.
3) Total floor area of each floor.

[Signature]
Assistant Directors of Town Planning
Municipal Corporation

JAI SIDHIVINAYAK PREMISES CO-OP. SOCIETY LTD.
(Reg No. TNA (TNA) GNL / C / 671 / 93 - 94)

Jai Commercial Complex, 463, Eastern Express Highway, Opp. Cadbury Factory
Thane - 400 601

Date : 06.01.2007

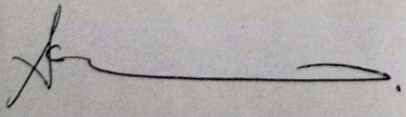
TO WHOMSOEVER IT MAY CONCERN

This is to certify that SMT. BHARATI S. KATARIA is the bonafide member of our Society viz. Jai Sidhivinayak Premises Co-op. Soc Ltd., Khopat, Thane - 400 601, and as such members they are holding off Gala No. 206 admeasuring 306 Sq.Ft. Built-up area in the building of the Society and Five Fully paid-up shares of Rs. 50/- each, bearing Distinctive Nos. from 21 to 25 (both inclusive) covered under Share Certificate No. 4.

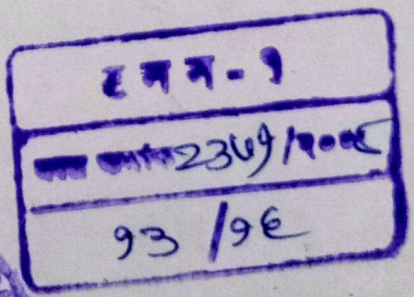
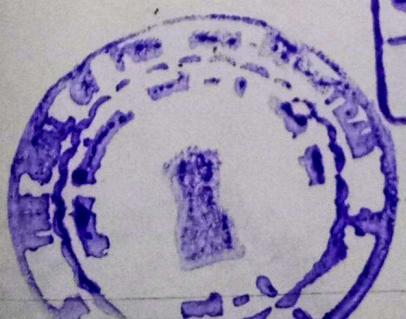
The Building of the Society does not have lift facility.

The Society has No Objection for SMT BHARATI S. KATARIA, gifting the said office and the said shares in favour of Mr. Shekhar M. Tamhane

For Jai Sidhivinayak Premises Co-op. Society Ltd.



S. J. KATARIA
Hon. Secretary



JAI SIDHIVINAYAK PREMISES CO-OP. SOCIETY LTD.

(Reg. No. TNA(TNA) GNL/C/671/93-94)

Jai Commercial Complex, 463, Eastern Express Highway, Khopat, Thane - 400601.

Date: 18th Apr'2015

The Branch Manager
State Bank of Travancore
Mulund (East) Branch
Mulund (E), Mumbai.

Dear Sir,

We understand that Mr. Shekhar Tamhane proprietor of ULTRA TECH who is a member of our Society, has approached the Bank for grant of certain credit facilities and have offered to create a mortgage of his right or interest to occupy the Unit No 206, 224 & 225 allotted by the Society to him bearing No..... in our Society's building situated at Jai Commercial Complex, Eastern Express Highway, Opp. Cadbury Factory, Khopat, Thane (W), Maharashtra 400 601

2. We are informed that the Bank is agreeable to consider the request of our said member for grant of the aforesaid credit facilities on the condition that we give to the Bank our consent in the manner hereinafter appearing.

3. Now, therefore, in consideration of your having agreed to grant the aforesaid credit facilities to our said member, we, at the request of our said member, hereby agree confirm and declare that we have no objection whatsoever to our said member transferring his right or interest to occupy the said flat/ gala to the Bank by way of mortgage as security for the aforesaid credit facilities.

4. We are agreeable to accept State Bank of Travancore as a nominee for the gala no. 206, 224 & 225 allotted to Mr. Shekhar Tamhane proprietor of ULTRA TECH and once the nomination favoring the Bank has been registered and advice sent to the Bank of having done so, We note not to change the name without the written consent of the Bank.



Yours faithfully,

Signature of authorized
Office bearers of Society
with stamp.