

20 Rs.



विक्रीचे ठिकाण (पंजीत नोंदवत व सापटील नोंद)
 सहायनी मार्केट, सांग नं. २४, ठाणे
 आकारांक- 11903 दिनांक 26
 हस्तक्षेप: श्री. ए. ए. कांडे

26 OCT 1993
 Date

A. Kanade
 (श्री. ए. ए. कांडे)

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered at BOMBAY this 10th Day of DECEMBER, 1993, BETWEEN M/S. LALITKUMAR RATANSHI & CO., at Partnership Firm, through its partners (1) SHRI DEVRAJ VALJI, (2) SHRI LALITKUMAR RATANSHI and (3) SHRI VINODKUMAR UTTAMCHAND, herein- after referred to as the 'TRANSFEROR' (which expression shall unless it be repugnant to the context or meaning thereof mean and to be deemed to include the past and present partners and their respective heirs, executors, administrators and assigns) of the ONE PART A N D SHRI MAHESH GHANSHYAMSINH SAMPAT, a Hindu, Adult, herein- after referred to as the "TRANSFEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and to be deemed to include his heirs, executors, administrators and assigns) of the OTHER PART:

.....2/-

9516645
Receipt No. No. 23039/96/SSA Date 22/3/95
GENERAL STAMP OFFICE
Bombay 16/5/95

RECEIVED From Mahesh. G. Sampat

Duty Rupees 12180 Twelve thousand
one hundred eighty only
CERTIFIED under Sec. 41 of the Bombay Stamp
Act, 1958, that the proper stamp duty Rupees 12180
Twelve thousand one hundred
eighty only and penalty Rupees 250
Two hundred fifty only
have been paid in respect of the instrument.

25(d)

COLLECTOR

W H E R E A S :

1. The Transferor are members of the BROACH SADAN PREMISES CO-OPERATIVE SOCIETY LIMITED, (Bearing Regn.No.: BOM/GEN/862 of 1975) of its Building known as 'BROACH SADAN' (hereinafter for brevity's sake referred to as the "SAID SOCIETY").
2. The Transferor as such member Hold 5 (Five) Shares of the said society of the TOTAL VALUE of Rs. 250/- (RUPEES: TWO HUNDRED AND FIFTY ONLY), bearing Share Certificate No. 18, Bearing Serial Nos. 86 to 90 .
3. The Transferor in their capacity as the member and share-holder owns and occupies office premises No.203, on Second Floor, admeasuring about 17 sq. mtrs. area of the Society's Building known as 'BROACH SADAN' (hereinafter for brevity's sake referred to 'THE SAID BUILDING') situated at - 84-A, Broach Street, Bombay - 400 009.

.....3/-

4. Transferor in their capacity as member and share-holder of the said society as aforesaid have agreed to sell to the said Transferee and Transferee has agreed to purchase and take-over and acquire from the Transferor half of the said office premises admeasuring about 8.5 sq.mtrs., and incidental thereto the membership of the said society together with all singular benefit rights, interest, appurtenants thereto and attached there with free from all encumbrances together with Furniture, Fixtures, fittings, lying therein.
5. The Transferee on his becoming a member of the said society has agreed to pay to the said Society all outgoing in respect of the half of the said office premises No.203-A, in the said Building like Insurance, Taxes, Common Lights, Maintenance charges, Sanitation, Addition, alteration, repairs and all other expenses necessary and incidental thereto. From the date the Transferee shall be put in possession of the half of the said office premises No.203-A, of BROACH SADAN, 84-A, Broach Street, Bombay-400009.

IT IS NOW MUTUALLY AGREED BY AND BETWEEN THE PARTIES
HERETO AS UNDER :

- 1) The Transferor shall sell, transfer and assign to the Transferee and the Transferee shall take over and acquire from the Transferor all the singular and beneficial right, titles, and interest in the said half of the office premises, admeasuring

about 08.5 sq.mtrs. and appurtenant thereto with right, title, interest of whatsoever of the Transferor as a member and share-holder of the BROACH SADAN PREMISES CO-OPERATIVE SOCIETY LIMITED, and upon the said tenement being Office premises No.203-A, on Second Floor of the Building known as 'BROACH SADAN' together with all rights of possession, occupation and enjoyment thereto (hereinafter referred to as the 'SAID PREMISES') at or for price of Rs. 1,22,000/- (RUPEES : ONE LAC, TWENTY TWO THOUSAND ONLY)

2)

That the consideration money of Rs. 1,22,000/- (RUPEES : ONE LAC, TWENTY TWO THOUSAND ONLY) has been paid by the Transferee to the Transferor on execution of this presents, The payment and receipt whereof the Transferor doth hereby acknowledge and admit, being full and final consideration money, against Transferor handing over vacant and peaceful possession of the said premises with all keys of the doors thereof delivering the said premises and the said original shares Certificate together with a transfer form and a letter duly signed by the Transferor - addressed to the Managing Committee of the said society, confirming this AGREEMENT and making request for transfer of the said premises and the shares in favour of the Transferee and the Transfer of the said premises being effected by the said society in its records and also the said shares of the Transferor in favour of the Transferee

.....5/-

and acceptance and recognition of the Transferee as a member and a share-holder thereof.

3) The Transferor hereby assures that they have a good and marketable titles to the said premises free from and cleared of all encumbrances at their own expenses.

4) The Transferor shall duly comply with requisite provisions of the Maharashtra Co-operative Societies Act, 1960 and rules framed thereunder and also the rules, regulations and bye-laws of the said society and shall get the approval of the said society for the transfer of the said premises and the shares in favour of the Transferee and/or his nominee or nominees, on his acceptance and recognition as member or members and share-holders thereof.

Handwritten initials and signatures:
②
P
mg
Jh

5) The Transferor shall sign and execute all such deeds, documents, and writings as required under bye-law for the better securing the said premises to Transferee or his nominee or nominees. The Transferor shall apply for NO OBJECTION CERTIFICATE to the Government and Semi-Government authorities if required under law and sign statement to be furnished to Income Tax Authorities.

6) The Transferor shall on execution of this AGREEMENT shall hand over to the Transferee



the shares of the said society together with TRANSFER FORM duly signed and attested and the latest bill of the said Society, electric bill duly paid/received in respect of the said premises.

7) The Transferor have represented and assured the Transferee and the Transferor doth hereby confirm :

(a) That they have duly discharged in full and all dues and liabilities in respect of the said premises to the said society and also that the monthly outgoing including Municipal taxes, etc., payable till the date of putting the Transferee in possession shall be paid by the Transferor thereafter the Transferee will bear the aforementioned charges.

(b) That the Transferor are full and absolute owner of the said premises and property and that no other person or persons have or have any rights, titles and/or interest in the said premises or has any claim or demand into the same or any part thereof by way of sale, exchange, mortgages, gift, trust, inheritance, possession, lien or otherwise however and have full rights, titles and/or interest to receive agreed consideration and complete the transaction after valid discharges for the same.

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...



(c) That, there is no impediment in the way of Transferee to enter upon the possession of the said premises and the Transferee is free all time hereinafter peacefully and quietly enter upon and occupy, possess and, enjoy the, said, premises, and property without any interruption claim or demand whatsoever from the transferor or any person or persons for any reason or any account, upon fulfilling his part of obligations.

(d) The Transferor, further covenants with Transferee that there is no lien or any other encumbrances of any nature whatsoever on the said premises hereby agreed to be sold and/or transferred.

8. The Transferee hereby agrees to become a member of the said society and to abide by and observe the regulation and bye-laws thereof and that upon the completion of this Transaction, he shall bear any pay all the proportionately outgoing including Municipal taxes, Water charges, etc. the said society.

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

....8/-

...7/-

[Handwritten signatures and notes in the left margin, including a signature that appears to be 'Vijay' and another that appears to be 'Jm']

SIGNED, SEALED AND DELIVERED

by the withinnamed 'TRANSFEROR'
M/S. LALITKUMAR RATANSHI & CO.,
through its partners (1) SHRI
DEVRAJ VALJI, (2) SHRI LALITKUMAR
RATANSHI and (3) SHRI VINODKUMAR
UTTAMCHAND, in the presence
of

Devraj Valji

Ratanshi

Vinodkumar

[Signature]

Rajendra R.O.

SIGNED, SEALED AND DELIVERED by
the withinnamed ' TRANSFEREE'

SHRI MAHESH GHANSHYAMSINH SAMPAT,
in the presence of

Mahesh

[Signature]

Rajendra R.O.

[Handwritten marks]

R E C E I P T

RECEIVED a sum of Rs. 1,22,000/- (RUPEES :
ONE LAC, TWENTY TWO THOUSAND ONLY) by Cheque
No. 056881, dated 10/12/1993, Drawn on Bank
of Baroda, Khand Bazar, Branch, from within-
named 'TRANSFEREE' being the full and final
consideration money of the said premises of
the said Building of the said Society more
particularly mentioned in the AGREEMENT
HEREINABOVE.

Rs. 1,22,000/-

WITNESSES:

WE SAY RECEIVED Rs. 1,22,000/-

(1)

[Signature]

(1) (SHRI DEVRAJ VALJI)

Devraj Valji

(2)

[Signature]

(2) SHRI LALITKUMAR RATANSHI)

Ratanshi

(3) (SHRI VINODKUMAR UTTAMCHAND)

Vinodkumar

TRANSFEROR'S - PARTNERS.

THE Beach Sackin Premises CO-OPERATIVE HOUSING

SOCIETY LIMITED

[Registered under M. C. S. Act, 1960]

No. _____

Authorised Share Capital Rs. 1,00,000 Divided into 20000 Shares each of Rs. Fifty each.

Member's Register No. 657 Share Certificate No. 1717

THIS IS TO CERTIFY that Shri ~~Shri~~ Shri Mahesh Ganeshram

Sambal

of Bombay is the Registered Holder of 5 Share [five] from No. 191

to 195 of Rupees 275 [in words Rupees fifty]

in THE Beach Sackin Premises CO-OPERATIVE HOUSING SOCIETY LTD.

Rs. 275 subject to the Bye-laws of the Society, and that upon each of such Shares the sum of Rupees fifty only has been paid.

GIVEN under the Common Seal of the Society at Bombay this Twentyfour day of December 1973



Amal V. V. V.
Chairman

Shri B. P.
Hon. Secretary

Sukhada
Hon. Treasurer /
Managing Committee Member

