

## Agreement

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*BZ*

THIS AGREEMENT made at Bombay this 10th day of One Thousand Nine Hundred and seventy one Between The READYMONEY PREMISES CO-OPERATIVE SOCIETY LIMITED a Society registered under the Maharashtra Co-operative Societies Act 1960 under No. BOM/HS2259 of 1970 having its Registered Office at Readymoney Mansion, Dr. Annie Basant Road, Worli, Bombay 18, hereinafter referred to as "the Society" (Which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include its Successor or Successors) of the First Part GENERAL FIBRE DEALERS PVT. LTD. a Private Limited Company governed under the Companies Act, 1956 and having its registered office at India Exchange, Calcutta hereinafter referred to as "the Company" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include its successor or successors in business and assigns) of the Second Part and

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*M/s. Ananday Steel Industries*  
*Sub Bahadur Shastri Marg*  
*Pahandup, Bombay 78.*

hereinafter referred to as "the Prospective Member" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs executors and administrators or Partner or Partners for the time being constituting the said firm their or his heirs, executors and administrators or its successor or successors in business or assigns) of the Third Part.

WHEREAS by an Agreement dated the 9th day of December 1969 made and entered into between the Company therein called the Vendor of the One Part and BIMAL KUMAR KANORIA the Chief Promoter of the Society therein called "the Purchaser" of the other part the Company has agreed to sell and the Chief Promoter has agreed to purchase for and on behalf of the Society all and singular the piece or parcel of land of foras tenure containing by admeasurement 6170 sq.yds equivalent to 5157 sq. meters or thereabouts together with the buildings and structures constructed and erected thereon situate at, lying and being at Dr. Annie Besant Road, Worli, Bombay-18., more particularly described in the Schedule thereunder written for. the consideration and upon the various terms and conditions therein contained.

AND WHEREAS by a Supplemental Agreement dated the 3rd day of Jan. 1970 made and entered into between the Company therein called the Vendor of the One Part and the Chief Promoter therein called the Purchaser of the other part IT WAS MUTUALLY AGREED BY AND BETWEEN the parties thereto that a certain portion of the said property admeasuring 1170 sq.yds equivalent to 975 sq. meters or thereabouts with the structure standing thereon more particularly described in the Second Schedule thereunder written be excluded from the said Agreement for Sale dated the 9th day of December 1969 and accordingly the purchase price of the said property was proportionately reduced.

AND WHEREAS the Society is desirous of modernizing and renovating the said property excluding the portion of the property excluded by the said Supplemental Agreement dated the 3rd day of January 1970 and convert the same into shops/show rooms/godown premises/flats/office premises (hereinafter for brevity's sake referred to as "the said works") AND WHEREAS the Society has proposed to modernize and renovate the portion of the said property and converting the same into shops/show rooms/godown premises/flats/office premises etc. and in that connection has entered into an Agreement dated the 5th day of October 1970 with the Company whereby the Company is in charge of all matters in connection with the modernisation renovation and conversion of the said property including receiving moneys from Prospective Members.

AND WHEREAS the Prospective Member is desirous of becoming a Member of the Society with a view that he/she/it/they/may be allotted a shop/show room/office premises/fat/godown-premises bearing No. 3 on the ~~premises~~ Floor of the said building AND WHEREAS the Company has been made a party to this Agreement and is executing the same by virtue of the powers and provisions contained in the hereinbefore in part recited Agreement dated the 5th day of October 1970 made and executed between the Society and the Company.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE Parties hereto as follows:—

1. The Prospective Member shall pay to the Company (on account of the Society) in the manner and within the time herein mentioned a sum of Rs. 26911/- (Rs. Twenty six thousand nine hundred and eleven only) and in consideration thereof the Society shall allot and issue to the Prospective Member (at the time mentioned in Clause (3) hereof) five shares of the Society of the face value of Rs. 50/- each (i.e. of the total face value of Rs. 250).

2. The aforesaid sum of Rs. 26911/- has been paid by the Prospective member at the time of execution of this agreement including the said sum of Rs. 250/- being the total face value of 5 shares of the Society. The Company has put the Prospective member in possession of the showroom/office premises/godown premises/flats simultaneously with the execution of this agreement. The issue and allotment of the shares and certificates shall be made in due course.

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3. The Society agrees with the Prospective Member that on the Prospective Member paying to the Company (on account of the Society) the aforesaid amounts, in the manner specified in Clause 2 above, and subject to the Proviso thereunder the Society shall allot and issue to the Prospective Member the shares and Certificates of the face value mentioned in Clause 1 above and allot to the Prospective Member the aforesaid ~~shop/showroom/Office premises/flat/godown~~-premises and the Prospective Member shall subject to the Proviso to Clause 2 become a full fledged Member of the Society with and subject to all rights and obligations as mentioned in the bye-laws of the Society.

4. If the Prospective Member commits default in payment of any of the instalments aforesaid on their respective due dates (time being the essence of the contract) the Society and/or the Company shall be at liberty to terminate this Agreement in which event the Earnest Money or deposit paid by the Prospective Member to the Company shall stand forfeited, and the Society shall be liable to refund to the Prospective Member only the amounts of further instalments if any paid by ~~him/her/they/it~~ but not any other amount by way of interest or otherwise. On default being committed by the Prospective Member and on this Agreement being terminated by the Society and/or the Company as aforesaid, the Society and for the Company shall be at liberty to allot the said ~~shop/show-rooms/flats/office premises/godown premises~~ in the said building to any other person or persons as the Society or the Company deems fit and the Prospective Member shall not be entitled to question the same or claim any right therein

5. On the Prospective Member becoming a full fledged member as contemplated by Clause (3) above, the Society shall, on completion of the works herein provided deliver to the Prospective Member (then a full fledged Member) vacant possession of the said ~~shop/showroom/office premises/godown premises/flat~~ in the said building and ~~he/she/they/it~~ shall then be entitled to hold the same in perpetuity subject to making payment of contribution of ~~his/her/their/its~~ proportionate share of the maintenance and other outgoings and taxes in respect of the said property and subject to ~~his/her/their/its~~ being liable to pay for the electricity gas/water and other energy and/or conveniences that may be made available in the said ~~shop/show-room/office premises/godown-premises/flat~~ in the said building. The Prospective Member shall pay to the Company for being kept deposited with the Society a sum of Rs. ~~Five hundred of~~ as deposited towards the Municipal taxes payable by the Prospective Member in respect of the said ~~shop/show-room/Office premises/godown-premises/flat~~ in the said building and Rs. ~~Five hundred of~~ as deposit in connection with the proportionate maintenance charges and other outgoings payable by the Prospective Member.

6. The liability of the Member to make the contribution contemplated by the last preceding clause, shall commence from the date ~~he/she/they/it~~ takes possession of the said ~~shop/show-room/office premises/godown premises/flat~~ or within a week after notice is given by the Society or the Company to the Prospective Member that the said ~~shop/show-room/office premises/godown premises/flats~~ is ready for use and occupation, whichever is earlier.

7. The Prospective Member declares that the premises hereby agreed to be acquired by ~~him/her/it~~/these are acquired in, as is where is condition.

8. The Society declares that it shall under normal conditions carry out the said work of modernisation renovation as provided hereinabove, as per the plans and as may be sanctioned by the Municipal Corporation of Greater Bombay with such variations and/or modifications as the Society may consider

9. Possession of the said shop/show-room/office premises/godown-  
mises/hut is expected to be delivered by the Society to the Prospective Member  
latest by 31st March 1972. The Society shall not incur any liability if it is unable  
to deliver possession of the said shop/show-room/office premises/godown pre-  
mises/hut by the date aforesaid, if the completion of the Said Works is delayed  
by reason of non-availability of Cement and/or other building materials, or  
possession is as a result of any notice, order, rule or notification of the Govern-  
ment and/or any other Public authority and/or other cause beyond the control  
of the Society/Company.

10. The Prospective Member shall use the said shop/show-room/office  
premises/hut/godown-premises for storage/office/shop/business/residence or for  
any other purpose it is lawful but shall not use the same or any part thereof  
which may be or is likely to cause nuisance or annoyance to the owners or  
occupiers of other premises in the said property or to the owners or occupiers  
of the neighbouring properties or for any illegal or immoral purpose or for any  
other purpose which may be in contravention of the rules and regulations of the  
Society and any local body or authority or Government of Maharashtra AND the  
Prospective Member shall not store or keep in the said premises any goods of a  
hazardous or combustible nature or which may in any way affect or damage  
the said property or any part thereof.

11. The Prospective Member has satisfied himself/herself/hemselves/his/itself  
in respect of the fixtures, fittings and amenities to be provided in the said  
building and in the said shop/show-room/office premises/godown Premises/hut.  
12. The Prospective Member shall, from the date of possession, maintain  
the said shop/show-room/office premises/godown premises/hut at his/her/his/it/  
the costs in a good and tenable repair and condition and shall not do or  
suffer to be done anything in or to the said building or the said shop/showroom/  
office premises/godown-premises/hut staircase and common passages etc. which  
may be against the rules or by-laws of the Society, Municipality or any other  
authority nor shall the Prospective Member change, alter or make additions in  
or to the said shop/showroom/office premises/godown premises/hut or to the  
building or any part thereof without the consent in writing of the Society.  
The Prospective Member shall be responsible for any breach of this provision.  
13. The Prospective Member confirms having seen the copies of the under-  
mentioned documents and agrees to the terms thereof.

(a) Agreement of Sale dated the 9th day of December 1969 between  
the Company and the Society.  
(b) Supplemental Agreement dated 3rd January 1970 between the  
Company and the Society.  
(c) Printed Bye-Laws of the Society.

14. The Prospective Member agrees to contribute (whenever demanded by  
the Society or the Company) his/her/his proportionate share, as determined  
by the Company or the Society, in respect of the following : —  
(a) Water meter deposit, if required to be paid to the Bombay Munic-  
pal Corporation;

Telephone: 373261

# The General Fibre Dealers Private Ltd.

Regd. Office:  
"India Exchange"  
CALCUTTA-1.

2

C/o. The New City of Bombay  
Mfg. Co. Ltd.  
63, Tukaram Bhisaji Kadam Path  
(Chinchpokli Road)

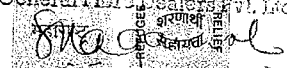
Ref. No. \_\_\_\_\_

Bombay-33. (DD) 13-11-72.

~~Adv~~ Advance Receipt.

Recd. from M/s. Arunoday Steel Industries  
a sum of Rs. 10,000/- (Rs. Ten thousand only) by  
C.A. no. 340469 on Bank of Maharashtra against  
Sale of office premises <sup>no. 3 on 2nd floor</sup> at Ready Money Terrace,  
Wohli on a/c of Ready Money Benisises coop.  
Society Ltd.

certified true copy  


For The General Fibre Dealers Pvt. Ltd.  
  
Constituted Attorney.



# The General Fibre Dealers Private Ltd.

Regd. Office:  
"India Exchange"  
CALCUTTA-1.

C/o. The New City of Bombay  
Mfg. Co. Ltd.  
63, Tukaram Bhisaji Kadam Path  
(Chinchpokli Road)

Ref. No. \_\_\_\_\_

Bombay-33. (DD) 10-12-72.

## Adv. Advance Receipt

Recd. from M/s. Azimoday Steel Industries  
a sum of Rs. 27,971/2 (Rs. Twenty seven thousand  
nine hundred seventy one and 1/2) by cheques  
against Sale of office Premises, <sup>2nd 3rd floor</sup> at Ready Money  
Terrace, Woli on a/c of Ready Money Premises  
coop. Society Ltd.

- 1) ca. no. 128861 on bank of Maharashtra for Rs. 26720/-  
balance payment against allotment  
of Room No. 3, 2nd Floor,
- 2) ca. no. ~ 62 do for Rs. 1000/-  
deposit against Maintenance &  
Taxation
- 3) ca. no. ~ 63 do for Rs. 251/-  
membership Fees & Show money

Central  
Bank copy



For The General Fibre Dealers Private Ltd.

*[Signature]*  
Sd/-  
S. Nigam  
Constituted Attorneys





Certificate No.

21

Member's Register No.

35

SHARE CERTIFICATE

Ready-Money Premises Co-operative Society Ltd.

REGD. NO. BOM/HSG-2259 OF 1970

Authorised Share Capital Rs. 31,00,000/- divided into 62,000 Shares of Rs. 50/- each.

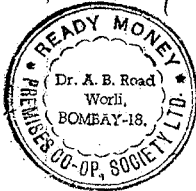
This is to Certify that ~~Shri/Smt.~~ / *Mrs.* ARUNODAY  
STEEL INDUSTRIES of BOMBAY

is/are Registered Holders of FIVE fully paid-up Shares  
Numbered 151 to 155 inclusive of Rs. 50-00  
each in the above named **Society** subject to the Bye-laws thereof.

Given under the Common Seal of the said

This 3rd day of MAY 1975

Rs. 250/-



*Snagawal*  
Hon. Secretary

*H. K. ...*  
Chairman.

*Certified true copy*





*certified true copy*



Certificate No. 128

Member's Register No.

**SHARE CERTIFICATE**

**Ready-Money Premises Co-operative Society Ltd.**

REGD. NO. BOM/HSG-2259 OF 1970

Authorised Share Capital Rs. 31,00,000/- divided into 62,000 Shares of Rs. 50/- each.

This is to Certify that Shri/Smt./M/s. Arumoday  
Steel Industries

is/are Registered Holders of five additional fully paid-up Shares  
Numbered 351 to 355 inclusive of Rs. 50-00  
each in the above named **Society** subject to the Bye-laws thereof.

Rs. 2500



Given under the Common Seal of the said

This 27<sup>th</sup> day of July 1983

*[Signature]*

Hon. Secretary

*[Signature]*

Chairman.

Jr. SECRETARY



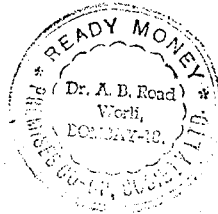
- (b) Deposit, if any, payable for electric meters and
- (c) Deposit if required by the B.E.S.T. Undertaking or other authority, for the individual meter for each flat/office/shop/godown/show-rooms etc. and
- (d) Any other amount or amounts as may be determined by the Society or Company towards payment of outgoings.

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15. The Prospective Member shall pay two per cent to M/s. L. U. ADVANI & CO. as commission on the consideration value. Such amount shall be payable by the Prospective Member to M/s. L. U. Advani & Co. in such instalments and on such dates as may be mutually agreed but in any event not later than the date on which possession of the said shop/showroom/office premises/godown premises/flats handed over to the Prospective Member.

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

(THE COMMON SEAL of the READYMONEY PREMISES CO-OPERATIVE SOCIETY LTD.)



is hereunto affixed in the presence

of Mr. Bimal Kumar Kanoria \*

Mr. Satya Narain Agarwal

*[Handwritten signature]*  
Agarwal

the former being the Chairman of the Society and the later being the Hon. Secretary of the said Society who have respectively set and subscribed their signatures hereto in the presence of . . .

Mr. Shirish Vaidya

*[Handwritten signature]*  
121 M. G Rd.  
Fort Bombay-1

Signed Sealed and Delivered by withnamm  
GENERAL FIBRE DEALERS PRIVATE LIMITED,  
in the presence of

For The General Fibre Dealers Pvt. Ltd.  
*Singh*  
Constituted Attorney,

SIGNED SEALED & DELIVERED by the  
withnamm

Mrs. Arunoday Steel Drawings

For Arunoday Steel Drawings  
*Arunoday Steel Drawings*  
Partner

The Prospective Member in the  
presence of Mr. Arunoday  
10-12-1972  
Mr. Arunoday Steel Drawings  
47/1st Cross, Condo A/c. MKT  
Bombay-34

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land of the Foras Tenure being a portion of a large piece of land called Dorachi Khar and containing by admeasurement 5000 (Five thousand) square yards i. e. 4182 sq. metres or thereabouts and registered in the Books of the Collector of Land Revenue under old No. 1 New No. 12768 and New Survey No. 1-2/3366 1/3366 and Cadastral Survey No. 2/123 of the Lower Parel Division together with dwelling house and all buildings and other structures standing or lying thereon assessed along with other land by the Municipality of Bombay under C Ward Nos. 66(2-2A), 66(2AA), 66(28), 66(3), 66(3A), 66(4) and 67 and street Nos. 31-31A, 31B, 66BC, 27C, 27CA 25C and 27A and which said premises situate at Dr. Annie Besant Road, Worli (formerly known as Mahaluxmi Road) in the Registration Sub District of Bombay and bounded as follows, that is to say, on or towards the East by a Common passage and by the property excluded by the Supplemental Agreement dated 3rd January 1970 and beyond that by the properties of Waman Sadashiv Shivram Harishchandra and others, on or towards the West by Worli or Mahaluxmi Road, leading to love grove pumping station, on or towards the North by the Burial Ground and on or towards the South by the property of Khatao Bin Ebrahim.

M/s. DIKSHIT MANEKIAL & CO.  
Attorneys-at-Law.

With Prospective Member.

AGREEMENT

on Floor 3rd Floor IV

Flat No. 2

Office Premises No. 3

Godown No. 2

Shop No. 2

M. S. Abundant Steel Structures

AND

CO-OPERATIVE SOCIETY LTD.

THE READMONEY PREMISES

DATED THE 10<sup>th</sup> DAY OF Dec 1972



corrected price  
copy  
10/12/72