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13 JUN 1977

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SHAH & SANGHAVI  
SOLICITORS  
1st Floor, Laxmi Road, 2nd Floor,  
Bombay - 400 011

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mca 21

THIS AGREEMENT made at Bombay this 30<sup>th</sup> day of Nov, 1977, in the Christian Year One Thousand Nine Hundred Seventy-Seven Between ABHINANDAN COMMERCIAL CENTRE PRIVATE LIMITED herein-after called "THE OWNER"(which expression shall unless it be repugnant to the context or meaning thereof deemed to include its successor or successors and its assigns of the One Part and MESSRS. MALSHI MEGHJI & CO. a firm carrying on business at 215/17, Kalbadevi Road, Bombay 2 , hereinafter called "THE UNIT HOLDER" (which expression shall unless it be repugnant to the context or meaning thereof deemed to include his/her heirs, executors, administrators and permitted assigns the partner or partners for the time being and the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and its assigns) of the Other Part;

WHEREAS by an Indenture of Conveyance dated 13th April, 1974 and lodged for Registration with the Sub-Registrar of Assurances at Bombay under Serial No. 1088 of 1974 and made between Kapildeo Hargovindas Thakar therein called "The

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First Vendor" and Vashista Bhardwaj Thakar & Another, therein called "The Second Vendor" and the Abhinandan Commercial Centre Private Limited the Owner herein called "The Purchaser".

The said Vendors did for the consideration mentioned therein grant, convey, assign assure and transfer unto the Owners herein the property lying and being at Kalbadevi Road, and more particularly described in the Schedule thereunder written which is the same as the Schedule hereunder written AND WHEREAS the owners herein have got the said building repaired without the intervention of Bombay Repairing and Reconstructing Cess Board at its own costs AND WHEREAS by a Agreement of Assignment dated the 17<sup>th</sup> day of ~~March~~ July, 1974, made between Shankarlal Hargovindas Thakar & Ors. therein called the Assignors and the owners herein therein called the Assignees, the Assignors have agreed to assign for the consideration mentioned therein to the said owners herein the said running business of the firm name and style of Bharatiya Niwas Lodge No.1 and have also handed over the

vacant possession of the said premises to the owners herein AND WHEREAS the Owners herein have closed down the said business and converted the said ground floor and upper floor in shop and/or office premises AND WHEREAS the Owners have carried out the repairing and/or reconstruction work in the said building as per the plan sanctioned by the Bombay Municipal Corporation under No.6818 dated 2.4.74 AND WHEREAS the Unit Holder is the tenant occupying the ground floor and paying the monthly rent of Rs. 69.50 per month to the Owners herein AND WHEREAS the Owners has offered to sell the said premises to the unit holder on ownership basis and the Unit holder has accepted the said premises on the terms and conditions more particularly agreed by and between the parties hereto AND WHEREAS the Owners have handed over the Unit Holders the true copy of the said Deed of Conveyance, as also a copy of the plan sanctioned by the Bombay Municipal Corporation for repairing and/or reconstructing the said building AND WHEREAS the Owners have also handed over to the Unit Holders such other documents and papers as may be required to be submitted to the Unit Holders under the Maharashtra Co-operative Societies Act, 1960, and rules framed therein the Unit holders acknowledge the receipt of the same AND WHEREAS the Certificate of title issued by M/s. Shah & Sanghavi, attorneys for the Owners has been inspected by the Unit Holder, a copy whereof is hereto annexed and marked "A" AND WHEREAS the owners will be selling the shops and/or office in the building what is known as ownership basis with a view ultimately that the owners shall form the Co-operative Housing Society duly registered under the Maharashtra Co-operative Society Act, 1960 or they should incorporate a private limited company with the Unit Holders as member or shareholder joint in the owners herein by purchasing the shares AND WHEREAS the Unit holder agreed to acquire from the owner the area at present occupied by them as tenant on the ground floor of the building belonging to the owners, upon the subject to the terms

and conditions hereafter contained.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties hereto as follows:-

1. The owners have repaired, reconstructed and/or renovate a building as per the plans, designs and specification seen and approved by the Unit Holder, with such further variations and modifications as the Owners may consider necessary or may be required by any public Authority to be made in them or in any of them. (The Unit Holder hereby consents to such variations).
2. The Unit Holder hereby agreed to acquire the said Unit admeasuring on the ground floor and shown on the plan hereto annexed surrounded by redcoloured boundary line at or for the price of Rs.8751/- (Rupees Eight Thousand Seven hundred & Fifty one) only against payment in full.
3. The Unit holder has paid the purchase price of Rs.8751/- on or before the execution of these presents the receipt whereof the Owner doth hereby admit and acknowledge.
4. The tenancy rights of the Unit Holder as and from the date hereof stands terminated and/or cancelled and/or surrendered in respect of the said premises and the Unit Holder shall not have any right title or interest in respect of the said premises as tenant in any manner whatsoever.
5. The Unit holder agrees to pay the amount due and payable towards the taxes in respect of the Municipal taxes and other outgoings in respect of the said premises occupied by them from the date hereof as per the bills submitted by the Owner or by a Co-operative Society or by a Limited Company in future as the casemay be.
6. The Unit Holder shall be entitled to the use and occupation of the said unit and shall have no claim against the owners in respect of any item of work in the said unit which may be alleged not to have been carried out or completed.

7. The Unit Holder agrees and binds himself to pay regularly every month by the 5th day of each month to the owner until the conveyance of the said property is executed in favour of a Co-operative Society or the Limited Company as aforesaid and thereafter to the aforesaid Co-operative Society or the Limited Company as the case may be the proportionate share that may be decided by the owners or the Co-operative Society or the Limited Company as the case may be for (a) insurance premium (b) all Municipal and other taxes and outgoing that may from time to time be levied against the land and/or building, including water taxes and the water charges (c) outgoings for the maintenance and management of the building, common lights, and other outgoing and collection charges incurred in connection with the said property. The Unit Holder shall keep deposited with the owners before possession of the said shop/office a sum of Rs.750/- as deposit towards the aforesaid expenses and outgoings. The said sum shall not carry interest and will remain with the Owners until the Conveyance is executed in favour of a Co-operative Society or to a Limited Company as aforesaid and on such conveyance being executed, the aforesaid deposit shall be paid over to the Co-operative Society or the Limited Company as the case may be. The Unit Holder also keep deposited with the Owners at the time of taking possession, a sum of Rs.251/- as the share money and application fee.

8. The Unit Holder shall not use the said unit for any purpose other than as a commercial purpose.

9. The Owners declare that the building has been repaired and/or renovated as per the plans sanctioned by the Municipal Corporation of Greater Bombay and the Unit Holder has examined the said work and they are fully satisfied about the work carried out in their premises.

10. The Unit Holder shall from the date hereof maintain the said shop at their own costs in a good and tenable repaired condition and shall not do or suffer to be done anything

in the matters referred to them shall be final and binding on all parties hereto . The arbitrations may in turn appoint an Umpire whose decision in the matters under reference shall be final and binding on all the parties hereto. Provisions of the Indian Arbitration Act of 1940 or any statutory modifications or re-enactment thereof for the time being in force shall apply to such reference.

25. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Act, 1963, and the Maharashtra Ownership Flat Rules 1964 or any other provisions of law applicable thereof.

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

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground of Freehold Tenure containing by admeasurement 625 square yards or thereabouts bearing Collector's New No.704 New Survey No.1456 and Cadastral Survey No.1561 of Bhuleshwar Division with the messuage tenement or building thereon situate at Kalbadevi Road, assessed by the Municipality under "C" ward No.493-495, Street Nos. 215,217 Kalbadevi Road in the registration sub-District and District of Bombay and bounded on or towards the North by the House of Rajabahadur Shivilal Motilal, on or towards the East partly by the property of the Trustees of Kandas Narandas Charities called Javer Baug of Kandas Narandas Charity Trust and on or towards the West by Kalbadevi Road now in the occupation of Vendors' <sup>n</sup> tenants.

COMMON SEAL OF THE ABHINANDAN COMMERCIAL )  
 CENTRE PRIVATE LIMITED hereunto affixed )  
 purasant to the Resolution passed by the )  
 Board of Directors of the day of )  
 197 in the presence of )  
 Shanalal Talakchand Shah, a Director of )  
 the Co. and in the presence of. . . . .)

*Shree*  
 \_\_\_\_\_  
 \_\_\_\_\_

Director.

SIGNED SEALED AND DELIVERED by the )  
 within named: )  
 MALSHI MEGHJI & COMPANY )  
 in the presence of. . . . . )

*मिनामिती*  
*संमति*

Received of and from the within named )  
 the Malshi Meghji & Company the sum of )  
 Rs. 8751/- (Rupees Eight Thousand Seven )  
 Hundred Fifty-One only) by <sup>Two</sup> Cash/Cheques )  
 (1) Rs. 500/- on ~~Bank~~ <sup>Bank</sup> Kalanbevi dated 5-9-77 )  
 Bal. (2) Rs 3750/- on " " " dated 30-11-77 )  
 Total Rs 8751/- )  
 of ~~cash~~ money to be paid by them to us. ) Rs. 8,751/-

Witness:

We say Received.

ABHINANDAN COMMERCIAL CENTRE  
 PVT. LTD.

*Shree*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Director.

Tele.22401316

**ABHINANDAN MARKET PREMISES CO-OP. SOCIETY LTD.,**

(Regd. No. Bom/OGNL-C-1429 of 1982.)

Abhinandan Cloth Market, 215/217, Kalbadevi Road, Mumbai-400 002.

Ref. No.

Date:05/11/2019

To,  
Chunilal Malshi Shah,  
Abhinandan Market Premises Co-Op Society Ltd.,  
Shop No. 29,  
Kalbadevi Road,  
Mumbai: 400002

Sub: Lien noting in favour of the Cosmos Co-op, Bank Ltd in case of Shop No.29

Dear Sir,

With reference to letter dated 21/05/2019 from The Cosmos Co-op Bank Ltd. we hereby confirm the following:

The shop No.29 situated at Abhinandan Market Premises Co-op. Society Ltd, Kalbadevi Road, Mumbai 400002 has been transferred from Late Mr.Malshi Meghji Shah to Mr. Chunilal Malshi Shah as per NOC executed by legal heirs.

Share Certificate pertains to Shop No.29 has also been endorsed in the name of Mr. Chunilal Mashi Shah.

We have noted /continued charge of The Cosmos Co-Op. Bank Ltd on Shop no. 29.

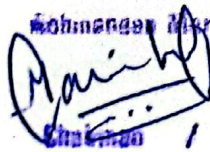
We confirm that before entertaining any transfer, sale or any transaction in respect of Shop No. 29, you have to obtain NOC from The Cosmos Co-Op. Bank Ltd.

We have created lien on the said Shop no.29 in favour of The Cosmos Co-Op. Bank Ltd.. Zaveri Bazar branch in our records.

Further, we confirm that there are no dues outstanding against the Shop No. 29.

Thanking you,

Yours faithfully,

  
Abhinandan Market Premises Co-op. Society Ltd.  
Suresh D. Jadhav  
Chairman / Secretary / Treasurer

13/11/2019





Memorandum of Transfer of the within mentioned shares.

Date of Transfer	Transfer No.	Share Regd. No. Old	Share Regd. No. New	To whom transferred	Sign. of Hon. Secretary
20/04/2014	1	28 28/1	28 28/1	Chunital Malshi Shah  Suresh J. <u>Jain</u>	