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thereof be deemed to mean and include the partners constituting the said firm their respective heirs, executors, administrators or assigns ) of the OTHER PART  
 WHEREAS

(a) By an articles of agreement made and entered into on 13TH October 1980 between M/s Pacart, a registered partnership firm having their office at Bombay therein called as Vendors and referred to as Party of the One Part and Messrs Pacopaak, THE TRANSFEROR herein, therein called as The Purchasers and referred to as the Party of the Second Part, the Party of the Second Part purchased two Industrial Units being Unit No. 106 & 107 admeasuring about 140-208 sq.mts. or thereabout on the first floor of the said Amar Industrial Estate payment of the entire consideration and on the terms and conditions mentioned therein and also obtained possession of the said two Industrial Units pursuant thereto :

(b) All the Unit holders in the said Building known as Amar Industrial Estate formed themselves into a co-operative Society by name 'the Amar Industrial Premises Co-operative Society Limited hereinafter referred to as the Society and got the same duly registered under the Maharashtra Co-operative Societies Act, 1960 vide Registration No. ROM/WL/GNL/(C)/3604.

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(c) After formation of the abovementioned Society all the unit holders then in possession were admitted as members of the Society;

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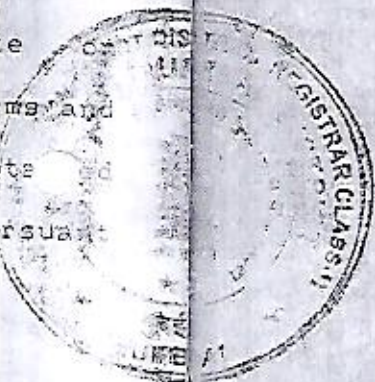
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(d) After getting possession of the aforesaid two units No.6 & 7 by virtue of the aforesaid articles of agreement dated 13.10.1980 by the TRANSFEROR herein and prior to the formation of the said Society one of the Partners of the Transferor Firm, namely one Shri Sheikh Mohammed Jamil has declared on solemn affirmation on 3rd February 1986 that after his retirement from the said Partnership firm of the TRANSFEROR the continuing partners were entitled to deal with, transfer the said two industrial units at their free will and that he had left no right title interest therein the said two industrial Units after receipt of all his dues from the TRANSFEROR partnership.



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(e) Thereafter the said Society has issued to the Transferor herein 10 fully paid up shares of the face value of Rs.50/- each and bearing distinctive numbers 166 to 175 (both inclusive) vide Share Certificate No.43 dated 6th January, 1993 in respect of Industrial Unit No. 106 and ten fully paid shares of the face value of Rs.50/- each and bearing distinctive Nos 176 to 185 vide Share Certificate No.44 of the same date in respect of Industrial Unit No. 107 mentioned above;

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(f) The TRANSFEROR herein has agreed to transfer his right title interest and occupancy in the said industrial Units No. 6 & 7 alongwith the share certificate and membership in favour of the TRANSFEREE for consideration and upon the terms and conditions hereunder appearing :

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(g) the TRANSFEROR abovenamed is a bona fide member of the said Society by virtue of the aforesaid Share Certificates No.43 and 44 and is holding the abovesaid mentioned twenty fully paid shares of Rs.50/- each as such member and also is in occupation of the said Industrial Units No. 6 & 7 in the Building of the said Society more particularly described in the Schedule hereunder:



(J)

(h) The TRANSFEROR has agreed to transfer his right of occupancy alongwith his right, title, interest therein the said industrial Units No.6 & 7 mentioned hereinabove as well as to transfer of his twenty shares mentioned hereinabove in the Said Society to the TRANSFEREE on the terms and conditions mutually agreed between the parties hereto as hereunder mentioned and for consideration mentioned hereinbelow :

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(i) The parties hereto have agreed to submit in the prescribed forms necessary papers/documents with

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respect to the proposed transfer to the said Society and the TRANSFEROR has communicated to the TRANSFEREE that the said Society has given its consent to the proposed transfer of the said two industrial Units 6 & 7 together with the said twenty shares held by the TRANSFEROR in the said Society as evidenced from the letter dated 28th August, 1997 of the said Society subject to completion of the proposed sale transaction between the parties:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS-

1. The TRANSFEROR herein agrees to transfer and the TRANSFEREE herein agrees to purchase the right to occupy presently enjoyed by TRANSFEROR together with all his right, title and interest to and in the said two industrial Units at and for the consideration of Rs.24,00,000/- (Rupees Twentyfour lakhs only).

2. The TRANSFEREE herein has paid to the TRANSFEROR towards part consideration an amount of Rs.7.00 Lakhs prior to the date of execution of these presents as mentioned hereinbelow and has further agreed to pay the balance consideration before taking over possession of the aforesaid Gala the receipt whereof The TRANSFEROR doth hereby confirm, admit and acknowledge as hereunder appearing

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3. It has been agreed between the parties hereto that the TRANSFEROR shall hand over vacant possession of both the aforesaid two units to the TRANSFEREE immediately after the receipt of the entire agreed consideration amount

4. The said two industrial units are agreed to be transferred in 'as is where is' condition and the TRANSFEROR shall not undertake or cause to be undertaken any additions/alterations therein after execution of these presents without the express consent/knowledge of the TRANSFEREE.

5. The TRANSFEROR herein has represented to the TRANSFEREE that they is the absolute and true owner/occupant of both the said industrial units and have not created any charge or encumbrance of any nature whatsoever knowingly or unknowingly in respect of thereof nor have created any third party right, title, interest therein. THE TRANSFEROR is aware that relying on the said representations/declarations on the part of the TRANSFEROR, the TRANSFEREE has entered into the transaction herein PROVIDED ALWAYS that the TRANSFEROR shall not do or cause to be done in any way anything which may prejudice interests of the TRANSFEREE herein in the matter of handing over possession and peaceful occupation hereafter of the said two units by the



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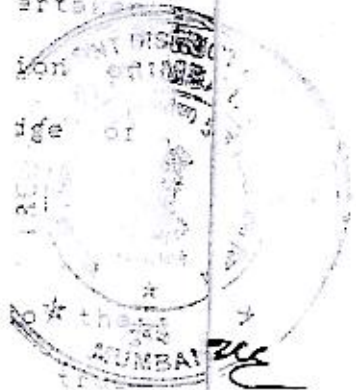


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TRANSFEREE by virtue of the membership of the said Society acquired after the completion of the transaction and intended transfer of right title interest in respect of the said two units.

6. It has been agreed between the parties hereto that all dues payable to the Said Society including the Municipal taxes etc. shall first be paid by the TRANSFEROR upto the date of handing over actual vacant possession of the said two industrial Units and the TRANSFEREE herein shall only be liable to pay/bear such monthly outgoings thereafter.

7. The TRANSFEREE, upon getting delivery of the vacant possession of the said two industrial units from the TRANSFEROR, shall hold occupy enjoy the same and shall be the absolute owner in respect thereof together with all rights of occupation thereto as a member of the Said Society SUBJECT ALWAYS to the bye laws of the Said Society and the resolutions passed by it AND THEREAFTER the TRANSFEROR shall have no right, title, interest in the said two industrial units and the TRANSFEREE shall be entitled to occupy the said two units without any interruption from the TRANSFEROR or anyone else claiming under, and/or through him.



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8. The TRANSFEROR is aware that relying on the representations made herein by the TRANSFEROR, the TRANSFEREE has agreed to purchase the said industrial Units No. 6 & 7 on the First floor in the Building of the Said Society

9. THE TRANSFEROR hereby agrees and undertakes to sign all the papers/writings declarations and documents as may be required of him for completion of effectual transfer of his occupancy rights in favour of the TRANSFEREE in the records of the said Society.

10. It is hereby further agreed that payment of the amount of transfer fee or of such other amount is payable to the said Society for effectively transferring the right title interest of the TRANSFEROR in favour of the TRANSFEREE herein in the records of the said Society, the same shall be borne and paid by the THE TRANSFEREE ALONE

11. It is also further agreed that payment of stamp duty, registration charges or any other payment to made to any statutory body in connection with transfer intended in these presents, the same shall be borne and paid by the TRANSFEREE alone.

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DETAILS OF PROPERTY

Property being Industrial Units bearing Nos.106 and 107 on the First floor, Amar Industrial Premises Co-operative Society Limited lying and being at leasehold plot of land bearing S.No. 15,20 and 52(pt) of Village Mohili, Andheri-Kurla Road, Saki Naka Mumbai No. 400 072 assessed by B.M.C. under L Ward No.3942/3944(7.8.9) in the Registration Dist of Bombay City and Bombay Suburban.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day and the year first hereinabove written.

SIGNED SEALED AND DELIVERED BY ) *Chojed.*  
 the withinnamed TRANSFEROR, the ) *Chojed*  
 said MESSRS PACO PACK through ) *श्री. मंगल भक्त शर्मा*  
 their partner and authorised )  
 signatory in the presence of )

SIGNED SEALED AND DELIVERED )  
 by the withinnamed TRANSFEREE ) *Sheemphk*  
 M/S R.K. METAL WORKS, through )  
 their Partner Shri Pankaj K. )  
 Sheth, in the presence of )



R E C E I P T

RECEIVED Rs.7.00.000/- (Rupees seven lakhs only) towards part consideration amount referred to above by Cheque No.617554 dated 26.8.1997 drawn on the State Bank of Indis, Saki Naka Branch, Mumbai.

I SAY RECEIVED

for MESSRS PACO PACK  
Partner

*Chojed.*

*Chojed*

*श्री. मंगल भक्त शर्मा*



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 मुंबई यांचे कार्यालय हजर केला.

For *Shankar*  
*Partners*

मुख्य विभागाचे संचालक

अनुक्रमणीची विवरणे

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*Kumarabekar*  
*Akshay*

मुख्य विभागाचे संचालक

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DATED \_\_\_ DAY OF SEPTEMBER 97

MESSRS PACO PACK ... TRANSFEROR

TO

MESSRS R.K. METAL WORKS.. TRANSFEREE



DEED OF TRANSFER

दैनिक पुस्तकावरून पडताळणी केली.

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लिपीक

पदा निवडणुके करणारे श्री. जे. पॅको पॅको-चे  
भागीदार

हे दुय्यम निवडणुके सही सभेत कसलीजहाव  
देण्यास शासनास नोंदणी करणारे 18/1/2017 चे  
क्रमांक ३४ चे तरतुदीनुसार हजेर न झाल्याने  
त्यांचे बाबतीत नोंदणी नाकारण्यात आली.

दिनांक १९/१/१७

सह जिल्हा निवडणुके वग-२  
(अभिलेख विभाग)  
मुंबई शहर

SEPTEMBER 97

TRANSFEROR

WORKS  
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दस्तुत प्रकल्पाची कमी पडलेला मुद्रांक शुल्क

रु. 1,00,000/-, इंड रु. 1000/-, व

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दिनांक 18/1/2017 अन्वये शासनास जाणा

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दिनांक १९/१/२०१७

सह जिल्हा निवडणुके वग-२,  
(अभिलेख विभाग) मुंबई शहर.



दुय्यम क्रमांक 38ee/ee  
नोंदला क्रमांक वर

तारीख १९/१/२०१७.

सह जिल्हा निवडणुके वग-२  
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