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Receipt No. 15/89 Date 5/12/1989

No. 22529/A/94/15516 & 15517

GENERAL STAMP OFFICE, Bombay

of 19/10/1989

RECEIVED From Madan Gopal H. Toddy

Through A.M. Toddy the stamp

Duty Rupees 12/20/-

One hundred twenty only

CERTIFIED under Sec. 41 of the Bombay Stamp Act, 1958, that the proper stamp duty Rupees 12/20/-

Twelve paise and One hundred

twenty only and penalty Rupees 25/- Two

hundred fifty only

have been paid in respect of the instrument.

Rs 25/-

Advocate B.A. L.L.B. ADVOCATE HIGH COURT.

25 SEP 1989



AGREEMENT FOR SALE:

THIS AGREEMENT made and entered into at Bombay this 21st day of October, Nineteen Hundred Eighty Nine BETWEEN SHRI AJIT M. SHEJWADKER, Indian Inhabitant, residing at 11/425, D.N. Nagar, M.H.B. Colony, Andheri (W), Bombay 400 058 hereinafter referred as "TRANSFEROR" (which expression shall mean and include his legal heirs, executors, administrators and assigns) the party of the FIRST PART, SHRI KRISHNARAO BHIKAJI SHEJWADKER also Indian inhabitant of Bombay residing at 11/425, D.N. Nagar, Andheri (West), Bombay 400 058, hereinafter referred to as the 'CONFIRMING PARTY',

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89 Date 10/12/196

Amn No. 22379-A GENERAL STAMP OFFICE, Bombay

RECEIVED From Alok Madan Tod the stamp

Duty Rupees 10940/- Ten thousand nine hundred forty only -

CERTIFIED under Sec 10 of the Bombay Stamp Act, 1958, that the proper stamp of Rs. 10940/- Ten thousand nine hundred forty only - and penalty Rupees 250/- Two hundred fifty only - have been paid in respect of the instrument.

2567

COLLECTOR



: 2 :

(which expression shall unless repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns) the Party of the SECOND PART: A N D Shri MADAN GOPAL H. TODI of Mahima Distributors also Indian Inhabitant residing at 26/5, Bedekar Bldg., H.F.S. Road, Behind I.O.B. Jogeshwari (E), Bombay 400 060, hereinafter referred as "TRANSFEREE" (which expression shall mean and include his legal heirs, executors, administrators and assigns) the party of the THIRD PART;

WHEREAS the Rehabilitation Co-op. Housing Society is the Co-op. Housing Society of 67 members on record, a Society registered

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under Maharashtra Co-op. Housing Society Act 1960 vide registration No. BOM/HSG/2876 of 1971 having its registered office at Bhagya Laxmi, Kennedy Bridge, Low Level, Girgaum, Bombay 400 004 AND WHEREAS the said Society is absolutely seized and possessed of and/or otherwise well and sufficiently entitled for the building known as "BHAGYA LAXMI" situated at C.S.No. 1646 and 1648/1 of Girgaum Division, the area known as Kennedy Bridge, Low Level, Girgaum, Bombay-400004; (hereinafter referred to as the "said Society");

AND WHEREAS the Transferor has entered into an Agreement dated 4.3.1987 with the said society AND WHEREAS the said Society has transferred the shares bearing Sr. NO. 46 to 50 and 361 to 365 issued by the said society (Share Certificate No. 9 and 73) from the name of Shejwadkar Krishnarao Bhikaji to the name of the Transferor on 15.12.1987.

AND WHEREAS the Transferor is now the shareholder of the said society having and holding 10 shares bearing Serial Nos. 46 to 50 and 361 to 365. (Both inclusive) of face value of Rs. 50/- each vide Share Certificate No. 9 and 73 (hereinafter called the "said shares") AND WHEREAS the Transferor being the share holder of the said society, and is entitled to an absolute and permanent right of use, and occupation and enjoyment of a premises bearing Flat No. 702 on the 7th floor of Building known as "Bhagya Laxmi" on the plot of land bearing C.S. No. 1646 and 1648/1 of Girgaum Division the area known as Kennedy Bridge Low Level, Girgaum, Bombay - 400 004 as a Owner of the said premises

(hereinafter referred to as the "said premises") by virtue of the rule and regulation of the said society: AND WHEREAS the transferor has acquired the said premises from one Shri Shejwadkar Krishna Rao Bhikaji the Confirming Party herein and thereafter the said premises and the shares were transferred in the name of Transferor herein from the then transferor on 15.12.1987.

AND WHEREAS the Transferor is now in exclusive use, occupation and possession of the said premises and every part thereof and apart from him no other person or persons are in possession, use and/or occupation of the said premises or any part thereof in any manner whatsoever: AND WHEREAS under the circumstances the Transferor is seized and possessed of and is well and sufficiently entitled to the said premises and the said shares and has got full right to assign the said shares and the said premises;

AND WHEREAS the Transferor has agreed to sale, assign and transfer to the Transferee and Transferee has agreed to purchase from the transferor the said shares and the said premises for the total consideration price of Rs. 4,61,000/- (Rupees Four Lakhs Sixty One Thousand only) on the terms and conditions hereafter appearing.

AND WHEREAS the parties hereto are desirous of reducing the terms and conditions into writing agreed between them as hereinafter appearing :

NOW IT IS HEREBY AGREED BY AND BETWEEN

THE PARTIES HERETO AS FOLLOWS:-

1. The Transferor has agreed to transfer, sell and assign to the Transferee and the Transferee has agreed to purchase from the Transferor the 10 shares of the said society bearing serial Numbers 46 to 50 and 361 to 365 (both inclusive) of face value of Rs.50/- each issued by the said Society under Share Certificate number 9 and 73 together with the right of ownership of the premises bearing Flat No.702 on the 7th Floor of the building known as "Bhagya Laxmi" situated on the plot of land bearing C.S.No. 1646 and 1648/1 of Girgaum Division, the area known as Kennedy Bridge, Low Level, Girgaum, Bombay-400 004 (hereinafter referred to as the said premises) in the Registration Dist. and Sub-District Bombay City and Bombay Suburban at or for a total consideration of Rs. 4,61,000/- (Rupees Four Lakhs Sixty One Thousand only) to be paid by the Transferee to the Transferor.

2. The Transferor doth hereby declare, confirm and record that he has received a sum of Rs. 4,61,000/- (Rupees Four Lakhs Sixty One Thousand only) from the Transferee on or before the execution of these presents (the payment and receipt whereof the Transferor doth hereby admit and acknowledge and of from the same and every part thereof release acquit and discharge the Transferee forever) and the same is in full and final consideration price payable by the Transferee to the Transferor, for the said premises together with 10 shares of Rs.50/- each bearing Nos. 46

to 50 and 361 to 365 (both inclusive) of the said society.

3. The Transferor doth hereby declare, confirm and covenant with the Transferee as follows:-

i). The Transferor is the owner//holder of the said flat and is also the holder of 10 shares of Rs.50/- each of the said society.

ii). The Transferor is in exclusive use, occupation and possession of the said premises and every part thereof and apart from him no other person or persons are in possession, use or occupation of the said flat or any part thereof in any manner whatsoever.

iii). The Transferor has clear and marketable title free from all encumbrances of any nature whatsoever to the said shares and there are no outstanding estate or effects by way of lease, lien, charges inheritance, mortgage or otherwise whatsoever upon the said shares and the said premises.

iv). The Transferor is not restrained either under the Income Tax Act, Gift Tax Act, Companies Act or any statute or law for the time being in force from dealing with and/or disposing of the said premises or



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the said shares to the Transferee in any manner whatsoever.

- v) There is no Decrees or Order passed by any Court or Authority having Jurisdiction, restraining the Transferor from disposing of the said premises to any other person or persons (including the Transferee herein) in any manner whatsoever.

4. Simultaneously on the execution of these present, the Transferor has handed over to the transferee the Original Share Certificate No. 9 and 73 together with the Instrument of Transfer Deed duly executed in favour of the Transferee for lodging the said shares with the said society for transfer in the favour of the Transferee.

5. Simultaneously on the execution of these presents, the Transferor has handed over quiet, vacant and peaceful possession of the said premises to the Transferee and the Transferor has removed all his articles, goods belongings, furnitures and fixtures as were lying in the said premises. The Transferor has also removed his name plate, sign boards and all other displays indicating the name of the Transferor from the said premises.

6. The Transferor hereby authorise the Transferee to do and carry out all acts, deeds, matter and things in respect of the said premises for the purpose of more perfectly and effectually vesting the title of the said premises

and the said shares unto and to the use and benefit of the Transferee and in particular to make representations before the society for the purpose of transfer of the shares in the name of Transferee.

7. The Transferor doth hereby agree to make out marketable title free from all encumbrances of any nature whatsoever in respect of the said flat and declares that there are no outstanding estates and defects in the title by way of lease, lien, charges, inheritance, mortgage or otherwise (including the cost of construction) howsoever. The Transferor undertakes to the Transferee that he shall cause the said society to transfer the said shares in the favour of the Transferee.

8. The Transferor confirms that he has paid all the outgoing, cesses, taxes, rates and all other charges payable to the said society in full and there are no outstanding arrears in respect of the same and that the society and that there does not have any dues, claim, arrears, lien, for any amount unpaid upto the date of execution of these presents to the society. The Transferor further confirms that he has not committed any breach of the Articles of Association of the society and is fully entitled to transfer the said shares and the premises to the Transferee.

9. The Transferor agrees that the Transferee shall be entitled to any sum lying as a Deposit or any other fund and funds with the said society or any other bodies or authorities i.e. the B.E.S.T. Undertaking, B.M.C., Govt. etc.

Signature

AS
25/2/21



10. The Confirming party hereby confirms the Transaction made by the Transferor and admits and confirms that the Transferor is the member of the said society and having its share Certificate bearing No. 9 and 73 and is in possession of the said premises as a member of the said society, and further agrees that he has already transferred and relinquished all his right, title and interest in respect of the said shares, membership of the said society and the ownership of the said premises. The Confirming party hereby declares that he has no right, title interest or claim upon the said premises and also upon the shares and membership of the said Society.

11. The Transferor and the Confirming Party hereby agrees and undertake to vacate the Tenament No.11/425 D.N. Nagar, Andheri, Bombay if the B.M.C. or the Govt. insisted to vacate the said Tenament No. 11/425, D.N. Nagar, Andheri (W), Bombay

12. The Confirming Party has no objection if the electricity meter bearing Consumer No. _____ is being transferred in the name of the Transferee.

13. The Transferor and the Confirming Party hereby agree to attend the office of the Sub-Registrar of Assurances at Bombay to lodge and admit the execution of these presents before the Registering Authorities if necessary. The stamp duty and Registration charges payable in respect thereof shall be borne and paid by the Transferee.

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

SIGNED AND DELIVERED by the)
withinnamed TRANSFEROR SHRI)
AJIT M. SHEJWADKAR, in the)
presence of)

Ajit - Shejwadkar

mheje
(C. e. m. m. Regs)

C. N. Potdar
Adv.



SIGNED AND DELIVERED by the)
said CONFIRMING PARTY SHRI)
KRISHNARAO BHIKAJI SHEJWADKAR)
in the presence of)

क्र. ११ भिकजी
शेजवाडकर

mheje
(C. e. m. m. Regs)

C. N. Potdar
Adv.

SIGNED AND DELIVERED by the)
withinnamed TRANSFEREE SHRI)
MADAN GOPAL H. TODI of)
Mahima Distributors, in the)
presence of)

M. G. H. Todi

C. N. Potdar
Adv.
G. K. No 20/11

RECEIVED of and from the withinnamed)
TRANSFEREE SHRI MADAN GOPAL H. TODI a sum)
of Rs. 4,61,000/- (Rupees Four Lakhs Sixty)
One Thousand only) being the full and final)

consideration price as stated hereinabove.) Rs. 4,61,000/-
Vide D.D. No. 3082 dt. 20.10.1969, Canara Bank

WITNESSES: *Queens Road, Bombay.* I SAY RECEIVED:

1. *mheje*
(C. e. m. m. Regs)

Ajit - Shejwadkar

2. *C. N. Potdar*
Adv.

Transferor.