



महाराष्ट्र

GENERAL STAMP OFFICE, BOMBAY
Stamp duty of (Rs. 4/5) Rupees four &
Paise fifty only Paid in Cash vide
Receipt No.....dated.....

[Signature]
Signature of Stamp Vendor.

26 APR 1976

6 APR 1976
General Stamp Office
Bombay No. 1.
Dated

Issued to

Functional Stamped Paper of Rs.

For Indo Saigon Agency

Stamp Vendor

DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION made and entered into at Bombay this 25 day of April, 1976 Between MR. LAL D. MIRWANI of Bombay Indian Inhabitant, hereinafter called "THE VENDOR" (which expression shall where the context so requires or admits be deemed to include him and his heirs, executors and administrators) of the One Part; AND MRS. M. A. COUTO of MESSRS. POLYSACKS MANUFACTURING CO., hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof include her and her heirs, executors and administrators) of the Other Part;

By an Agreement for Sale dated 1st day of March, 1974 made between the parties hereto; the Vendor agreed to sell to the Purchaser and the Purchaser agreed to purchase from the Vendor an Industrial Unit bearing No.109, admeasuring about 1035 sq.ft. or thereabouts on the 1st floor of an Industrial Estate known as Hind Saurashtra Industrial Estate, Block 'C' situate at Andheri-Kurla Road, Bombay-400 059; at or for the price of Rs.46,575/- inclusive of share money and Society Deposit and upon the terms and conditions contained in the said Agreement.

The said Agreement inter alia provides the terms of payment of the aforesaid purchase consideration by the Purchaser to the Vendor and also further provides that after all the payments as therein mentioned were paid by the Purchaser to the

Vendor, the Purchaser shall be entitled to become member of the Co-operative Society formed for the said Industrial Estate which is known as "Hind Saurashtra Service Industries Co-operative Society Limited" (hereinafter for brevity's sake referred to as the "said Unit") and also to the transfer of the five shares of the said Society and the said Unit to their name.

The Purchaser has paid to the Vendor the full consideration as provided in the said Agreement and has also paid a further sum of Rs. 660/- as and by way of additional interest for the delay in payment of the monthly instalments on the due dates, and has now requested the Vendor to prepare the Deed of Confirmation to record the same and also to enable the Purchaser to get the said Unit transferred in her favour by the Society.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. The Vendor doth hereby admit and acknowledge receipt of the sum of Rs.46,575/- and Rs.660/- paid by the Purchaser to the Vendor under the said Agreement dated 1st March, 1974. The Vendor declares that nothing further remains due and payable by the Purchaser to the Vendor towards the purchase price and interest for the said Unit.
2. The Purchaser hereby declares that she shall pay all the outgoings in respect of the said Unit to the said Society upto March, 1976, on or before the execution of these presents and further undertakes to pay regularly and punctually the monthly outgoings and/or expenses to the said Society in respect of the said Unit as and when demanded by the said Society from the Purchaser.
3. The Vendor has represented to the Purchaser and the Vendor hereby confirms :-

- a) That the Vendor has not encumbered the said Unit nor created any lien, charge or mortgage upon the said Unit nor any person has or had any right, title or interest in the same by way of sale, exchange, mortgage, gift, trust, inheritance, lease, lien or otherwise howsoever.
- b) Notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by from under or in trust for the Vendor, the Vendor has in himself good right, full power and absolute authority to complete the sale in respect of the said Unit agreed to be sold by the Vendor to the Purchaser under the aforesaid Agreement dated 1st March, 1974 nor has anyone on his behalf done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and occupation of the said Unit may be rendered void or voidable for any reason or for any account.

4. The Purchaser shall be entitled to have and hold the possession, occupation and use of the said Unit and the Purchaser shall hold the same unto and to the use and benefit of the Purchaser, her assigns, nominee or nominees forever without any claim, charge, right, interest, demand or lien of the Vendor or any person or persons claiming through or under or in trust for the Vendor, subject however, the payment hereafter by the Purchaser of all taxes, assessment, charges, duties or calls made by the said Society, Government Revenue or local authority hereinafter in respect of the said Unit.

5. The Vendor hereby doth confirm that the Vendor shall intimate to the said Society regarding the completion of the sale of the said Unit in favour of the Purchaser and shall also apply to the said Society to transfer the Vendor's right, title and interest in the said Unit to the name of the Purchaser and also to endorse the Share Certificate to the name of the Purchaser and the Vendor hereby further agrees with the Purchaser that the Vendor shall from time to time and at all times whenever called upon by the Purchaser or her Attorneys do and execute or cause to be done and executed all such acts, deeds and things whatsoever for more perfectly securing the interest of the Purchaser in the premises agreed to be sold by the Vendor to the Purchaser under the Agreement dated 1st March, 1974 as shall or may be reasonably required but at the cost of the Purchaser.

6. The Purchaser shall also pay to the said Society Transfer fee of Rs.1035/- on or before being admitted to the membership of the said Society and transfer of the said Unit to her name.

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

SIGNED SEALED AND DELIVERED)
by the withinnamed VENDOR)
MR. LAL D. MIRWANI in the)
presence of)

Messrs Lal-D

SIGNED SEALED AND DELIVERED)
by the withinnamed PURCHASER)
MRS. M. A. COUTO of MESSRS.)
POLYSACKS MANUFACTURING CO.)
in the presence of. ...)

M. Couto

(M.A. Couto.)

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FORM OF TRANSFER

THIS INSTRUMENT made this 30th day of April, 1976 between MR. LAL D. MIRWANI of Bombay and MRS. M. A. COUTO of MESSRS. POLYSACKS MANUFACTURING CO., also of Bombay, Witness that in consideration of the sum of Rs.250/- (Rupees Two Hundred and Fifty only) paid by the said MRS. M. A. COUTO to me, I, the said MR. LAL D. MIRWANI hereby transfer to the said MRS. M. A. COUTO survivor or survivors or executors, administrators and assigns of such survivor the five shares numbered _____ to (both inclusive) now standing in my name in the books of "Hind Saurashtra Service Industries Co-operative Society Limited" to hold the said shares upon the same conditions on which I now hold same; and that I, MRS. M. A. COUTO hereby accept the said shares subject to the said conditions.

IN WITNESS WHEREOF we have hereunto set our hands.

Witness:

Name: JEHANARA WIDHOMAL)

Address: 421 Commerce House)

Durbin Sec Rd.)

Bombay 400036)

Signature: [Signature])

Mrs. Lal D.

(LAL D. MIRWANI)

Witness:

Name: MICHAEL COUTO)

Address: 414, MIRABELLE)

LOTUS HOUSE)

MARINE LINES)

Bombay-10

Signature: [Signature])

C Couto

(MRS. M. A. COUTO)

From:

Mr. Lal D. Mirwani,
BOMBAY.

Date: ^{HR} 30 April, 1976

To :

The Hon. Secretary,
Hind Saurashtra Service Inds. Co-op. Society Ltd.,
BOMBAY.

Madam,

Re: Transfer of Unit No.109, 1st floor,
C-Block, Hind Saurashtra Industrial Estate,
Andheri-Kurla Road, Bombay-400 059.

I have sold my aforesaid Unit to Mrs. M. A. Couto of Messrs.
Polysacks Manufacturing Co. A copy of the Agreement for Sale
entered into between us is being sent to you separately.

I hereby request you to transfer the aforesaid Unit and the
Share Certificate to the name of the aforesaid Transferee.

I confirm that I shall not claim any right, title and interest
into or upon the said Unit or on the shares hereafter.

Thanking you, I remain,

Yours faithfully,

Mirwani Lal D.

(LAL D. MIRWANI).

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From:

Mrs. M. A. Couto,
BOMBAY.

Date: 30 April, 1976

To :

The Hon. Secretary,
Hind Saurashtra Service Inds. Co-op. Society Ltd.,
BOMBAY.

Madam,

Re: Transfer of right, title and interest of
Mr. Lal D. Mirwani in respect of Unit No.109,
C-Block, Hind Saurashtra Industrial Estate,
Andheri-Kurla Road, Bombay-400 059.

I have by an Agreement for Sale purchased the aforesaid Unit
from Mr. Lal D. Mirwani the present holder of the above Unit.

A copy of the said agreement for transfer entered into between
us and the said Mr. Lal D. Mirwani is being sent separately by
the Transfeoror.

I have read the rules, regulation and bye-laws of the Society
and I hereby undertake to observe and perform the same and
also agree to abide by the directions and decisions of the
Society from time to time.

An early admission and approval will greatly oblige.

Thanking you,

Yours faithfully,

C Couto

(M. A. COUTO).

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DATED THIS DAY OF APRIL, 1976

MR. LAL. D. MIRWANI ... VENDOR

MRS. M. A. COUTO of
MESSRS. POLYSACKS MANUFACTURING CO.
... PURCHASER

DEED OF CONFIRMATION.

Unit No.109, 1st floor,
'C' Block, Hind Saurashtra
Industrial Estate,
Andheri-Kurla Road,
BOMBAY - 400 059.
