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(39)

ARTICLES OF AGREEMENT MADE AT Bombay, this 6 of April, 1986 BETWEEN MESSERS. CROWN BUILDERS, a partner ship firm, duly registered under the Indian Partnership Act, 1932 and carrying on business at Jai Commercial Complex, 463, Eastern Express Highway, Opp. Cadbury's Fry, 1st Pokhran Road, Thane 400 601, hereinafter called "the BUILDERS" (which expression shall unless it be repugnant to the context of meaning thereof, be deemed to mean and include the partners for the time being of the said firm of Messers. Crown Builder, the survivor or survivors of them, the heirs, executors and administrators of the last of such survivors, their, his or her assigns and all the persons deriving title from him, her or them respectively) of the First Part; Messrs. JAI TRADING COMPANY, also a partnership firm, duly registered under the Indian Partnership Act, 1932 and carrying on business at ... 463, Eastern Express Highway, Opp Cadbury's Fry & J.K.

Chemical, 1st Pokharan Road, Thane-400 601. hereinafter called "the CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm of Messrs. Jai Trading Company, the survivors or survivor of them, the heirs, executors and administrators of the last of such survivors heir, his or her assigns and all the persons deriving title from him, her orthem respectively) of the Second part; and Shri/Smt/Sarvashri Miss Angesta M. YASUANI hereinafter called "the PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/ their heirs, executors, administrators and or assigns) of the other Part;

WHEREAS one Bhai Kesar Singh Sehgal, her inafter referred to as "the Owner" being absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land or ground, situate lying and being at Village Panchpakhadi, within the local limits of the Thane Municipal Corporation admeasuring 17,168.3 Sq.Yds. equivalent to 14,354.4 Sq.meter together with the structures standing thereon and more particularly described in the Schedule hereunder written, agreed to demise the same unto the Confirming Party for the term and for the lease rent reserved and subject to the Lessee's covenants and the terms and conditions contained in the Agreement to Lease dated 3rd January, 1982 made between the said Bhai Kesar Singh Sehgal of the One Part and the Confirming Party of the Other Part;

AND WHEREAS the said land more particularly described in the Schedule hereunder written is occupied by various structures in which the Occupants thereof varry on their commercial and industrial activites and only a small portion of the land is vacant as a result of which, there is no surplus vacant land in the hands of the Owner under the provisions of the Urban Land (Ceiling and Regulations) Act, 1976;

AND WHEREAS the Deputy Collector and Competent Authority, Thane Urban Agglmeration & 8 Kms peripheral Area of Greater Bombay has by his Order dated 27th March, 1984 under section (4) of the Urban Land (Ceiling and Regulations) Act, 1976 decided that there is no surplus vacant land in the hands of the Owner at Thane;

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AND WHEREAS the said land more particularly described in the Schedule hereunder written can be developed by carrying on the works of additions alterations and extension to the structures existing thereon;

AND WHEREAS the Owner and the Confirming Party mutually agreed to put an end to the lease arrangment and decided instead to have an Agreement of Development of the said land more particularly described in the schedule hereunder written between the Owner of the one Part and the confirming Party of the other Part under which the Owner would grant to the Confirming Party the right and authority to develop the said land more particularly described in the First Schedule hereunder written by constructing thereon building/buildings consisting of commercial and other premises as may be permissible in Law; and by selling to the intending purchasers thereof commercial and other premises in the said building or buildings on what is known as 'Ownership Basis' or by otherwise disposing off the said premises and forming the Co-operative Housing Society or the Limited Company or the Body Corporate of the purchasers and/or allottees of the Premises in the aforesaid building/buildings and ultimately transferring to such Society or the Body Corporated as the case may be, the said land more particularly described in the First Schedule hereunder written or parts or portions thereof and accordingly by mutual consent of the Owner and the Confirming Party the said Agreement to Lease Dated 3rd January, 1982 was cancelled as recorded in the Deed of Cancellation and Surrender of the Lease dated . ___ made between the Owner of the One Part and the Confirming Party of the Other Part;

AND WHEREAS the terms and conditions on which the Owner agreed to grant and assign to the Confirming Party. the right and authority to develop the said land more particularly described in the Agreement of Development dated

Made between the Owner of the One Part and the confirming Party of the Other Part;

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AND WHEREAS the confirming Party prepared and submitted to the Thane Municipal Corporation and other concerned authorities for their approval and sanction the plans and specifications for carrying on the work of extension, additions and alterations to the existing building consisting of ground and one upper floor and having an aggregate built-up area of 16,000 to 18,000 Sq.ft. or there abouts and which is marked as "Building "A" on the plan hereto annexed and marked Ex."A".

AND WHEREAS according to the proposed additions, alterations and extension of the said Building "A" the ground floor will be extended by carrying on additional construction of 16000 to 18000 Sq.ft. and two upper floors will be constructed there on and one additional floor will be constructed the existing structure so that the total additional construction will be about 16000 to 18000 Sq.ft. of the built-up area;

AND WHEREAS the plans and specifications for carrying out the aforesaid work of additions, alteration and extension submitted by the Confirming Party to the Thane Municipal Corporation and other concerned authorities as aforesaid have been duly sanctioned by the Thane Municipal Corporation who have granted their Commencement Certificate bearing No.V.P. 1613 dated 28th August, 1984 in respect thereof;

AND WHEREAS the Builders approached the Confirming
Party with a request for assignment to them of the right,
title, interest and benefit of the Confirming Party of and
under the said Agreement of Development Dated
made between the owner of the one part and confirming party of the
other Part so far as it related to or concerned only the
work of carrying out the additions, alterations and extension
in the said building "A" involving additional construction of
about 16000 to 18000 Sq.ft. in accordance with the plans and
specifications sanctioned as aforesaid by the Thane Municipal
Corporation and other concerned authorities;

AND WHEREAS after discussions and negotiations held between the Confirming Party on the One hand and the . 5 .

Builders on the other hand, the Confirming Party agreed to assign and transfer unto the Builders and the Builders agreed to acquire and purchase from the Confirming Party of and under the said Agreement of Development dated ______1985 made between the Owner of the one Part and the Confirming Party of the Other Part so far as it related to carrying out the additions, alterations and extension to the said existing Building "A"; involving additional construction of commercial and other premises having in the aggregate of the built-up area of about 16000 to 18000 Sq.ft. or thereabouts in accordance with the plans and specifications duly sanctioned by the Thane Municipal Corporation and other concerned authorities as aforesaid on certain mutually agreed terms and conditions which are recorded in the Agreement of Assignment dated ____ made between the Confirming Party of the One Part and the Builders of the Other Part;

been granted by the Confirming Party to the Builders to enter the said Building "A" and the surrounding area so as to enable the Builders to commence, carry on and complete the development thereof by putting up additional construction by way of additions, alterations and extensions to the said existing Building "A" In accordance with the plans and specifications sanctioned as aforesaid;

AND WHEREAS the Builders have commenced the work of the additions, alterations and extension to the said existing Building "A" in accordance with the sanctioned plans and specifications;

AND WHEREAS the aforesaid plans and specifications have been kept at the office of Architect Shri Ramesh

Thakur at Kapila Niwas, 1st Floor, Shivaji Path, Thane, for inspection;

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land more particularly described in the First Schedule hereunder written has been investigated by Messrs Maskatia & Co. Advocates, Bombay who have issued their Certificate on Title, a copy of which is hereto annexed and marked Exhibit "B".

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AND WHEREAS the Builders have given inspection to the Purchaser of such of the documents as mentioned in Rule 4 of the Maharashtra Ownership Flats Rules, 1964 as demanded by the Purchaser;

AND WHEREAS under the said Agreement of Assignment dated

made between the Confirming Party of the
One Part and the Builders of the Other Part, the Builders
are entitled to interalia to sell on what is known as
'Ownership Basis' the commercial and other premises in
the construction to be carried out by way of additions,
alterations and extension to the said existing Building "A"
to the intending purchasers at such price as the Builders may
in their sole discretion determine and accordingly the Builders
have entered into and will enter Ownership agreements
containing similar clauses with several other persons for sale
of Ownership Basis of the shops, offices, in the building
to the constructed on the said land more particularly
described in the Second Schedule hereunder written;

AND WHEREAS at the request of the Purchaser, the Builders have agreed to sell on what is known as 'Ownership Basis' to the intending purchasers, shops, offices bearing No. 225 on the 2 floor of the said Building "A" as it will be after the completion of the additions, alterations and extension and which is to be known as "JAI COMMERCIAL COMPLEX" for the price and on the terms and conditions as hereinafter appearing:-

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1) The Builders shall in the normal condition, carry out and complete the work of additions, alterations and extensions to the said existing Building "A" consisting of ground and one upper floor standing on a portion of the said land situated lying and bein at Village Panchpakhadi, within

the local limits of the Thane Municipal Corporation, bearing Old Survey Nos. 209A/2 (Part), 209B/2 (Part), 210A/2,210A/5-7, 206/1 and 206/3, and the New Plot F.P. No. 463 of Town Planning Scheme, 1st Pokhran Road, Eastern Express Highway, Thane admeasuring 17,168.35q. Yards equivalent to 14,354.4 Sq. Metres or thereabouts and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Land") in accordance with the plans and specifications duly approved and sanctioned by the Municipal Corporation of Thane in respect of which the Commencement Certificate No.V.P. 1613 dated 28.8.1984 has been issued as aforesaid with such variations and modifications as the Builders may consider necessary or as may be required by a Public Body or Local Authority to be made therein. The Purchaser has seen and approved the said plans and specifications and hereby consents to such variations and modifications therein as aforesaid. Under the said plans and specifications, the ground floor of the said existing Building "A" will be extended and two upper floors will be constructed on such extended ground floor and further one additional floor will be constructed on the existing first floor. The aforesaid additions, and alterations will consist of additional built-up areas of 16000 to 18000 Sq. feet and the said entire building to be known as "Jai Commercial Complex" is hereinafter referred to as "the said Building").

2) The Builders hereby agree to sell to the Purchaser and the Purchaser hereby agrees to purchase and acquire from the Builders the said shop, office, and other premises on the 2 floor of the said Building which shops, offices, and other premises is delineated on the Floor Plan of the said Building which is hereto annexed and marked Ex. "C" and thereon shown surrounded by a red coloured (hereinafter referred to as "the said Premises") at or for the price of Rs. 68830 (In words Rupees Sixtage). Each Hundred 2 for the price of Rs. 68830 (In words Rupees)

3) The Purchaser shall pay to the Builders the said

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consideration or the purchase consideration of the said Premises as follows, that is to say:-

201000 a) on execution of this Agreement; b) 1000 on foundation of the premises; Rs. 10,000 c). on 1st slab of the premises; 107000 Rs. on 2nd slab of the premises; e) 107000 on 3rd slab of the premises; and 8857 f) being the balance on delivery of possession of the Premises.

4) IT IS HEREBY EXPRESSLY AGREED that the time for payment of the aforesaid instalments of the purchase price shall be of the essence of contract. In the event of the Purchaser making any default in the payment of any one instalment of the purchase price on its respective due dates, the Builders will be entitled to terminate this Agreement and in that event to refund to the Purchaser, all the moneys paid by the Purchaser as instalments of the purchase

price hereunder and shall sell the said premises to any other party as the Builders may determine and the Purchaser shall have no right whatsoever in the said premises; PROVIDED HOWEVER, such refund shall be made to the purchaser only after the said premises shall have been sold to another purchaser and the Builders shall have received the full purchase price from the new purchaser and in the event of the purchaser price receivable from the new purchaser being less than the purchase price herein provided the Builders shall be entitled to deduct the shortfall from the moneys becoming refundable to the Purchaser.

- Builders under these Presents and/or in law, the Purchaser will be liable to pay to the Builders interest at the rate of 18% p.a. on all amounts due and payable by the Purchaser under these Presents if the same remain unpaid for seven days or more after becoming due.
- 6) The possession of the said premises will be delivered to the Purchaser after the said premises is ready for use and occupation, Provided However, all the amounts due

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by the Purchaser under these Presents are paid to the Builders. The Purchaser shall take possession of the said Premises within seven days from the Builders intimating to the Purchaser by a written notice that the said Premises are ready for use and occupation.

- 7) The Builders expect to give possession of the said Premises to the Purchaser on or before 30th November, 1986. The Builders shall, however, not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid if the completion is delayed for any reason of war, Civil commotion or any act of Nature, such as, earthquake, floods, or any other natural calamity or as a result of any notice, order, rule or notification of the Government or any other public body or local authority or due to non-availability of cement, or other building materials or any other cause beyond the control of the Builders.
- 8) The said Building and the said Premises shall contain amenities and facilities as set out in the list hereto annexed and marked Ex."D" hereto. The area of the said Premises shall be 256 Sq.ft. and shall include thickness of the outer walls thereof and proportionate area intended for any common service facilities, like stair-case, balcony, verandah, common passage, etc.
- 9) Commencing a week after notice is given by the Builders to the Purchaser that the said Premises are ready for use and occupation the Purchaser shall be liable to bear and pay all taxes and charges for electricity water and other services and the outgoings payable in respect of the said premises mentioned in the clause 29 thereof.
- 10) Nothing contained in these presents shall be construed to confer upon the Purchaser any right title or interest of any nature whatsoever in to or over the said land or the said Building or any part thereof, such conferment to take place only upon the execution of the Indenture of Conveyance and/or the documents transferring the title of the said land and the said

Ex."D"

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Building in favour of a Co-operative Society, a
Limited Company or a Body Corporate to be formed of the
Purchasers of the different shops/offices and other
premises in the said building as herein stated.

- 11) The Purchaser shall have no claim on any portion of the said Building save and except in respect of the said premises hereby agreed to be purchased by him/her/them all. The open spaces, lobbies, terraces, shops, offices, garages and other premises in the said building will remain the property of the Builders until the whole building together with the said land is transferred to the proposed Co-operative Society or Limited Company or Body Corporate as hereinafter mentioned but subject to the right of Builders as hereinafter stated.
- 12) It is hereby expressly agreed that the Builders shall be entitled to sell the various premises in the said building for the purpose of using the same as Guest House, Dispensaries, Showrooms, Banks, Nursing Homes, Maternity Homes, or for commercial and/or for any other user that may be permitted by the Municipal Corporation of Thane and other concerned authorities and the Purchaser shall not object to the user of the such premises for the aforesaid purposes by the respective purchasers thereof.
- 13) The Purchaser shall from the date of his/her taking possession maintain the said premises at his/her own cost in a good tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the premises staircases and common passages which may be against the rules and bye-laws of the Municipality or any other authority. The Purchaser shall be responsible for any breach of the provisions of this clause.
- 14) The Builders shall have a right until execution of the documents transferring the title of the said land and the building thereon in favour of the Co-operative Society Limited Company or other body corporate to make additions to or to raise stories on the said Building or to put up any additional structures on the said land as may be

permitted by the Municipal and other competent authorities and such additions storeys and/or structures shall be the sole property of the Builders who will be entitled to dispose off the same in such manner as they may deem fit. IT IS EXPRESSLY AGREED AND CONFIRMED by the purchaser that the right of the Builders to construct additional structures on the said land as aforesaid is an integrated part of this contract and the sale of the said premises to the Purchaser and the Purchaser will not in any manner object to the Builders constructing such additional floors or carrying out any additional construction on the said land or the Purchaser shall not be entitled to ask for reduction in price of the said premises or on any ground whatsoever.

- 15) It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said premises agreed to be purchased by the purchaser, the Builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said land or in the said building to be constructed thereon by the Builders.
- 16) As soon as the said building is notified by the Builders as complete each Purchaser of the premises (Including the Purchaser herein) shall pay his/her with respective instalment of the purchaser price payable by him/her within seven days of such notice served individually or put in any prominent place in the said building. If any purchaser fails to pay such arrears inspite of such notice the Builders will be entitled to terminate the Agreement with such purchase and to refund to such purchaser all the instalments of the purchase price paid by him/her till then but without interest and the Builders will be entitled to deduct the outgoings in respect of the Premises agreed to be purchased by such purchaser from the date of the completion of thebuilding until the Builders shall have disposed off such premises. The monies becoming refundable to such Purchaser shall be refunded only

expenses and same shall be paid by the Purchaser immediately on demand being made by the Builders.

- 44) The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser will lodge this Agreement for registration with the sub Registrar of Assurances at Thane or Bombay and the will attend the Sub-Registry and admit execution thereof after the Purchaser informs them the number under which it is lodged.
- 45) The Purchaser shall pay brokerage of 2% on the total price of the Premises pertaining to the said Building 'A' only to the Sole Selling Agent Shri Vishu Sharma at the time of execution of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land or ground, situate lying and being in the village Panchpakhadi, 1st Pokhran Road, Eastern Express Highway, within the local limits of the Thane Municipal Corporation and Taluka and District Thane in the Registration District and Sub-District of Thane, admeasuring 17,160.3 sq.yards, equivalent to 14,354.4 sq.mtrs. or there abouts bearing Final Plot No.463 of Town Planning Scheme No.1, Cadestal Survey No.110 and bearing the following Survey Nos. and Hissa Nos.:-

Serial Nos.	Survey Nos.	Hissa Nos.
1	206	1
2	206	3
3 \	209 A	3
4	209 B	2 (part)
5	210 A	2 and
6 (1	210 A	5/7
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and bounded as follows, that is to say: -

On or towards the North : by Pokhran Road No.1;

On or towards the South : by 40 ft. wide Road;

On or towards the West : by 50 ft. wide service Road

and On or towards the East: by

THE SECOND SCHEDULE ABOVE REFERRED TO:

The building consisting of ground and one upper floor
having a built-up area of 17000 sq.ft. standing on the
portion of the land, more particularly describedin the First Schedule referred to above and shown
on the Plan annexed to the said Agreement of
Assignment dated made between the said,
M/s. Jai Trading Co., of the One Part and the said
M/s. Crown Builders of the Other Part and thereon
marked with the letter 'A'.

In Witness Whereof, the Parties hereto have hereunto and subscribed their respective hands and seals, this day and subscribed their respective hands and year and of

hereinabove written.

Signed and sealed and Delivered

by withinnamed Builders

M/s.Crown Builders through its

Partner Shri Gophes of Prof.

in presence of the State of

Signed sealed and delivered by
the withinnamed CONFIRMING PARTY
M/s. JAI TRADING COMPANY through
its Partner Shri. KESAR SINGYP
SEMGAC in the presence of Salareal

SIGNED SEALED AND DELIVERED by the withinnamed PURCHASER SHRI/SMT/
KUMARI/SARWASHRI BANGEETA M.
VAICANT

in the presence of..... gsfaling

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser a sum of Rs.

Rs.

only) as and

Rs. 20/000/ Twenty The bondy within expressed to be by him/her/

For CROWN PARTNERS

JAI TRADING CO.

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WE SAY RECEIVED:

M.MISKITA & CO.
Advocate & Solicito
3rd Floor, Yusuf Bl
Veer Nariman Road, F
3ubash S. Pardhan,
B.Com.LL.B.S

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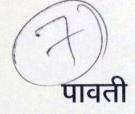
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Tuesday, February 20

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गावाचे नाव



Original नॉंदणी 39 म.

Regn. 39 M

पावती क्र.: 1240

दिनांक 20/02/2007

दस्तऐवजाचा अनुक्रमांक

टनन2 - 01176 - 2007

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:शेखर एम ताम्हाणे - -

पाचपाखाडी

नोंदणी फी :- 25000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), :- 280.00 रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (14)

एकूण रु. 25280.00

आपणास हा दस्त अंदाजे 3:26PM ह्या वेळेस मिळेल

सह दुय्यम निबंधक है ।

बाजार मुल्यः 1100500 रु. मोबदलाः 2,500000रु.

भरलेले मुद्रांक शुल्क: 125000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: भारतीय स्टेट बॅक ठाणे्;

डीडी/धनाकर्ष क्रमांक: 970868; रक्कम: 25000 रू.; दिनांक: 17/02/2007

उच्च दस्त मिळाला



CHITRALEKHA D. SUVARNA
SUB - MANAGER
The Bharat Coop. Bank (Manager)

The Bharat Co-op. Bank (Mumbai) Ltd. The Bharat Co-Operative Bank (Mumbai) Ltd., Mulund Branch, Neelam Nagar, Building No. 7. Gavanpada Mulund (East), Mulund-400 081. D-5/STP(V)/C.R.1963/01/06/144-147

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AGREEMENT FOR SALE AND TRANSFER

ARTICLES OF AGREEMENT made at Mumbai, this 13th Day of February 2007 BETWEEN M/s. S. J. KATARIA (HUF), Indian Inhabitant, operating from office premises No. 225, Second floor, Jai Commercial Complex, Opp. Cadbury, Pokhran Road No. 1, Thane (W) 400 601, hereinafter called "THE TRANSFEROR" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the ONE PART AND Shri SHEKHAR M. TAMHANE, age 53 years, Indian Inhabitant, residing at 93/B, Shranan, Tarangan, Samata Nagar, Thane (West)- 400 601, hereinafter called "THE TRANSFEREE" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors,

administrators and assigns) of the OTHER PART:

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WHEREAS Miss Sangeeta N. Vaswani purchased from M/S. Crown Builders, a Office premises bearing No. 225, admeasuring about 296 Sq. Ft. Built-up area or thereabouts on the Second floor in Jai Commercial Complex situated at Plot No. 463, Eastern Express Highway, Opp. Cadbury, Pokhran Road No. 1, Thane more particular described in the schedule hereunder written (hereinafter for the sake of brevity referred to as the said Premises).

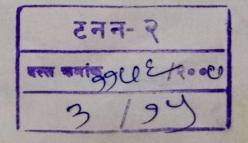
AND WHEREAS by Agreement dated 18th May 1991, for the consideration and on the terms and conditions contained therein, the said Miss Sangeeta N. Vaswani sold and transferred the said Premises to the Transferor herein.

AND WHEREAS incidental to the holding of the said Premises, the Transferor is the member of the Jai Sidhivinayak Premises Co-operative Society Ltd; having Registration No. TNA/(TNA)/GNL/©/1993-94 dated 30/4/1993 (hereinafter for the sake of brevity referred to as "the said Society") and hold five fully paid up shares of Rs.50/- each of the said Society bearing distinctive Nos.11 to 15 (both inclusive) included in the share certificate No. 5 of the said Society.

AND WHEREAS the Transferee came to know the intention of the Transferor to sell and transfer of the said Premises and therefore he approached the Transferor and negotiated for sale and transfer of the said Premises and the said shares of the Society in his favour and the Transferor made following representations to the Transferee in respect of the said Premises i.e.

- a. There are no suits, litigations, civil or criminal or any other proceedings pending as against the Transferor in respect of the said Premises.
- b. There are no attachments or prohibitory orders against the said Premises and the said Premises is free from all encumbrances or charges and/or not subject matter of any dispendence or easements or attachments either before or after judgements.





- c. Neither the Transferor nor his pre-deceasors in title have received any notice either from any statutory body or authorities regarding the acquisition or requisition of the said Premises.
- d. The title of the Transferor to the said Premises is clear, marketable and free from all encumbrances.

Relying upon the aforesaid representations made by the Transferor, the Transferee agreed to purchase the said Premises on ownership basis and incidental thereto transfer of the said fully paid up shares of the said Society for the consideration of Rs. 25,00,000/- (Rupees Twenty five Lacs only) and on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO As follows-

- 1. The recitals contained herein shall form the integral part of this Agreement as if the same are set out and incorporated herein.
- 2. The Transferor hereby agrees to assign to the Transferee the said fully paid up 5 shares of Rs. 50/- each bearing distinctive Nos. 11 to 15 (both inclusive) entered in the Share Certificate No. 5, standing in the name of Transferor in the books of the said Society viz. Jai Sidhivinayak Premises Cooperative Society Ltd. Incidental to the assignment of the said shares, the Transferor further agree to sell transfer and convey his right, title and interest in the said Office premises No.225, having admeasuring about 296 Sq. Ft. Built-up area or thereabouts and more particularly described in the Schedule hereunder written for the total consideration of Rs.25.00,000/- (Rupees Twenty five Lacs Only). The said amount of the consideration shall be paid by the Transferee to the Transferor as under.
 - (a) Rs.5,00,000/- (Rupees Five Lacs only) paid before execution hereof by way of earnest money (the payment and receipt whereof the Transferor DOTH hereby admit and acknowledge)

FOR S. A. KATARIA HUF AND

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(b) Rs.20,00,000/- (Rupees Twenty Lacs only) or balance to be paid within period of Forty five days from the date of Registration of this agreement.

(The time being the essence of this Contract)

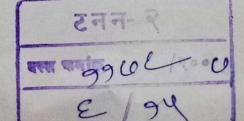
- 3. The Transferor declares that he is the absolute owner of the said Premises and member of the said Society and he is holding the said Premises quietly without any claim or obstruction from any other persons. The Transferor further declares that he has full power and absolute authority to assign the said shares and to transfer his right, title and interest in the said Premises to the Transferee in the manner agreed herein.
- 4. If any person or Authority makes any lawful claim in respect of the said Premises on account of the encumbrances created by the Transferor and due to such encumbrances, the Transferee is put to any losses, expenses then in such event, the Transferor shall indemnify and keep indemnified the Transferee against all such losses and expenses.
- 5. The transfer of the said shares and the said Premises in the books of the said Society from that of the name of the Transferor to that of the Transferee will be made by executing by both the parties the Transfer form prescribed under the bye-laws of the said Society and submitting the same in the office of the said Society.
- 6. On receiving the full consideration as mentioned herein above, the Transferor shall hand over to the Transferee the said Share Certificate No.5, Original Agreement/s and other relevant original documents in respect of the said Premises for the permanent custody of the Transferee. If required, the Transferor undertakes to produce to the Bank Authorities, the necessary original title documents in his custody in respect of the said premises for disbursement of loan, to be raised by the Transferee

7. The Transferor declares that the said Premises is free from encumbrances and the same is not mortgaged or in any manner charged for

FOR S. J. KATARIA H.U.F

277-9 m migguetto-co y /94 payment of any money to any other person or Financial Institutions. The Transferor further declares that he has not entered into any agreement for transfer, sale or leave and licence or let out in respect of the said Premises with any other person or persons.

- 8. The taxes and outgoing in respect of the said Premises shall be paid by the Transferee from the date of taking over possession of the said Premises from the Transferor. Till handing over possession of the said Premises to the Transferee, the Transferor shall pay all the taxes and outgoing to the respective Authorities.
- 9. At present the said Premises is in lawful possession of the Transferor. Without reserving any right, the Transferor shall hand over peaceful physical and legal possession of the said Premises to the Transferee on receiving the full consideration as agreed.
- 10. The Transferee shall abide himself by the rules and regulations of the said Society and pay the taxes and all other outgoing in respect of the said Premises with effect from the date he take over possession of the said Premises as and when the same become due for payment and keep the Transferor indemnified in respect thereof till the time the Transferee is admitted as the member of the said Society in respect of the said Premises.
- 11. The Transferor and the Transferee will execute necessary documents as and when required for giving proper effect to what is agreed herein viz. to transfer the said shares and the said Premises to the Transferee from that of the Transferor.
- 12. The Transferor declares that he has not done committed, omitted or knowingly and willingly suffered to the contrary anything so as to prevent him the from transferring the said shares and said Premises to the Transferee in the manner agreed herein and his title to the said Premises and the said shares is clear, marketable and free from all encumbrances.

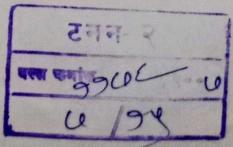


KARTA

- 13. The Transferor shall obtain the necessary consent or No objection Certificate from the said Society for transferring the said Premises in the name of the Transferee and admitting him as member of the said Society in due course of time.
- 14. The transfer charges/premium of the said Society in respect of the transfer of the said shares and the said Premises will be borne and paid by the Transferor and Transferee equally.
- 15. Electricity/ Water meters deposits, sinking Fund and all the amount standing to the credit of the Transferor in the books of the said Society in respect of the said Premises shall be transferred in the name of the Transferee on payment of full consideration as stated in clause No.2 herein above.
- 16. The Transferor shall from time to time and at all reasonable time whenever called upon by the Transferee and/or their Advocate or Attorney do and execute or cause to be done and executed all such acts, deeds and things whatsoever for more perfectly securing the right, title and interest of the Transferor in the said Premises agreed to be sold and transferred unto and to the use of the Transferee as shall be reasonably required but at the cost of the Transferee.
- 17. The Stamp Duty and Registration charges of this Agreement shall be borne and paid by the Transferee alone. The Transferor and the Transferee undertake to comply with all the formalities required for completing the registration of this Agreement in respect of the said premises in the record of the Sub-Registrar of assurances.

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





-THE SCHEDULE ABOVE REFERRED TO-

THE OFFICE PREMISES admeasuring 296 Sq. Ft. Built-up area, bearing the premises No.225 on the Second floor of the Jai Sidhivinayak Premises Co-operative Society, situated at Jai Commercial Complex, Plot bearing F. No. 463, Eastern Express Highway, Opp. Cadbury, Pokhran Road No. 1, Thane, within the limits of local ward of Thane Municipal Corporation. The building is consisting of Ground plus Two floors without having a lift facility and constructed in the year 1987.

SIGNED SEALED AND DELIVERED

by the withinnamed TRANSFEROR

S. J. KATARIA (HUF)

Through Karta S. J. KATARIA PAN No.

in the presence of

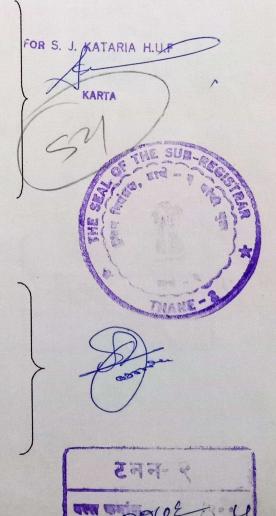
SIGNED SEALED AND DELIVERED

by the withinnamed TRANSFEREE

Shri SHEKHAR M. TAMHANE PAN No. ACUPT 2169 F in the presence of

grandi.

Amolu



TVIONICIPAL	CURPORATION OF THE CITY OF THANE
	OCCUPATION CERTIFICATE V.P. 1613
Occupation Certificate No. V. P. 16-13 Date 1.	is Hereby Granted Partly/Fully, for the building mentioned Below under the Provisions of Section
Bombay Provincial Municipal Corporation Act. 1949.	
REFERENCE NO 1) Building Permit and	Commencemeni granted under No. V. P. 1613 Dated 28 - 2 - 24 15
2) Plinth Certificate fo	r the Construction granted under No. V. P. 1615 Dated 29-5-66
3) O. C. required above	e existing
THE 86 4) O. C. Priviously gra	anted for
TOTAL STATE OF THE	
Archivect's Name & Address :	DISCRIPTION
(\$10 100 00 00 00 00 00 00 00 00 00 00 00	GROUND FLOOR
Bunesh 5. Thakur	Extension to Existing Work Shop_ Not xe4-0x48-9
Japila Nivas First Floor	Toilet - Nelx 10-9X18-6
5 Strivaji Porth Trance	- FIRST SIONS
150	Office room _ INC x 64-9X48-9 g) office room _ 2 NOSX 10
Licence No.	Toilet 1 KO X 18-6 X 16-6 10, 1 NO X 11
Aug.	- 1 Hay 16
Dayper's Name & Address :	SECOND FLOOR
THE SE	1) Office room _ 6 KOS X 12-0 X 15-6 13) _ + - 2 KOS XI
O D S Sei Trading Co	- 7 hick X 10 15 15 16 16 16 17 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18
21 21 Pokhran Road Ha L	5) Toilet. L No X 11-9 x 5-6 15) u No X 180 x 15-6 The companion Cont
	G - INC X 10 - 6 X 15 - 6 7
o my 3 & remcheatshadi Thane	1 / CCCOMMI
ocality FP. No. 463	s) 21905 x 10-6 x 20-6 granted on condition:
illabe Thanc Tiki No. 434	i) — 11 - 21405 × 16-3 × 26-6 other purchasers the
Maria Maria Maria No. a) E	7 - 11 3 x 12-3x26-3 except for those Inclu
EKhran Road He	E) = 5 MOS x 12-0 x 15'- C brained Scott
Mote 2111 Permission is Hereby granted to broad	
21 Prematte the land to the land of the date	of actual cocupation or from the
the on which of occupation certificate	Street Sanctive of Toyo Planning
3) Joint Horringen at each floor.	Assistant Effectors of Torio Platolog Municipal Corpo:
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

Aummanum

" " " लमता कराचे बिल लुमरा। _{वेक सहामाही}चे बिल देय झाल्यावर भरावयाचे आहे.)

कार्यालय: UTHALSAR ब्लॉक क्रमांक: 128

घर क्रमांक : 1842

त्याचे नांव व पत्ता :

MATERIAL TRADING CO

THE HOLDER :

MR. S. J. KATARIA

करयोग्य मुल्य निवासी: बिगर निवासी:

मालमत्ता क्र. :1040619/00025

एक्ण :

बिल क्रमांक :JMØ6Ø7ØØ92Ø6

4320

JAI SIDHIVINAYAK PREMISES CO-OP.SUCIET

UNIT NO. 225 VAI COMMERCIAL COMPLEX , 463 EASTERN

EXPREE HIGHWAY ,

OPP. CADBURY FACTORY, THANE 400601

CITY S.NO. :463 TIKA NO : FPKPT

उपज्ञर प्रभाग दिस्ती) डी कार्यालय

कराचा तपशील (२)	पहिली सहामाही (१ एप्रिल ते ३० सप्टेंबर) (३)	दुसरी सहामाही (१ ऑक्टोबर ते ३१ मार्च) (४)	वार्षिक्र एकूण
सामान्य कर	853	853	1706
शिक्षण कर	109	107	216
जल लाभ कर	259	259	518
मल निस्सारण कर (ड्रेनेज)	173	173	346
रोजगार हमीकर (मशा)	55	65	130
मोठ्या निवासीजागेवरील कर	20	Ø	Ø
विशेष साफसफाई कर	Ø	Ø	. 0
वृक्ष उपकर	22	21	43
शिक्षणकर (मशा)	259	259	518
रस्ता कर	195	1.94	389
मल निस्सारण लाभकर	162	162	324
इतर	Ø	Ø	Ø
एकुण :	2097	2093	4190
 बिल विहित मदतीत : 	म्याज्याम	थकबाकी :	6

बिल विहित मुदतीत न भरल्यास प्रशासकीय आकार दरमहा १% देय असेल.

एकूण:

4200

मशास्	थकबाकी	पहिली सहामाही	दुसरी सहामाही	एकृण स्वकम	खालील कालाव
प्रिल - ३० एप्रिल - ३१ मे त - ३० जून तू - ३० जून तू - ३१ जूलै भॉगस्ट - ३१ ऑगस्ट तूरें ३० सप्टें. ऑक्टें - ३१ ऑक्टों तेलें ३१ डिसें. तेतें ३१ जाने. तेत्र - २८ फेल्ल. तार्च - ३१ मार्च	6 6 6 6 6 6 6 7 7	2097 2097 2097 2097 2118 2139 2160 2181 2202 2223 2244 2265	2093 2093 2093 2093 2093 2093 2093 2114 2135 2156 2177 2198	4200 4200 4200 4200 4220 4240 4260 4300 4340 4370 4470	सहामाहीचे विव दर्शविलेल्या दरान मिळल कालावधी ३१ मे पर्यंत पूर्ण स्वकम भरल्यास १ जून ते ३० जून १ जूलै ते ३१ जूलै १ ऑगस्ट ते ३१ ऑगस्ट

निर्धिकृत बांधकामास कर आकारणी केल्याने अथवा त्याचा कर भरल्याने बांधकाम अधिकृत होत नाही. कर आकारणीने अथवा कर भरल्याने कोर्टातील भिकाजास व निकालांवर कार्यवाही करण्यास बाधा होणार नाही याची नोंद घ्यावी. मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ प्रकृतमा स्वास्त्र

न्वये मालमत्ता कर हा प्रत्येक वर्षी १ एप्रिल व १ ऑक्टोंबर याप्रमाणे दर सहामाही हप्त्यांनी आगाऊ देय होतो.

ाणिल पानावरील सुचनांची नोंद घेतली.

उपायुक्त / क. नि. व. सं. ठाणे महानगरपालिका, ठाणे

पक स्विकारणाऱ्याची सही व दिनांक

(Reg No. TNA (TNA) GNL/C/671/93-94)

Jai Commercial Complex, 463, Eastern Express Highway, Opp. Cadbury Factory
Thane – 400 601

Date: 3 |1 | 2007

33/9W E 1810U

TO WHOMSOEVER IT MAY CONCERN

This is to certify that S.J. KATARIA H.U.F. is the bonafide member of our Society viz. Jai Sidhivinayak Premises Co-op. Soc Ltd., Khopat, Thane – 400 601, and as such members they are holding off Gala No. 225 admeasuring 296 Sq.Ft. Built-up area in the building of the Society and Five Fully paid-up shares of Rs. 50/- each, bearing Distinctive Nos. from 11 to 15 (both inclusive) covered under Share Certificate No. 5.

The Building of the Society does not have lift facility.

The Society has No Objection for Mr. S.J. KATARIA, H.U.F. gifting the said office and the said shares in favour of Mr. Shekhar M. Tamhane

For Jai Sidhivinayak Premises Co-op. Society Ltd.

S. J. KATARIA Hon. Secretary दस्तक्रमांक व वर्ष: 1176/2007

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

3:15:02 PM

Tuesday, February 20, 2007

गावाचे नाव: पाचपाखाडी

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 2,500,000.00 बा.भा. रू. 1,100,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1)फ़ायनल प्लॉट क्र.:463/-/-/ वर्णनः फायनल प्लॉट नंबर 463 - कार्यालय क्रमांक 225, 2रा मजला, जय सिध्दीविनायक प्रिमायसेस को ऑप ही सोसायटी, जय कमर्शियल कॉम्प्लेक्स. पांचपाखाडी ठाणे

दुय्यम निबंधकः सह दु.नि.ठाणे 2

(3)क्षेत्रफळ

(1)27.50 चौ मि बिल्टअप

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मे एस जे कटारिया - एचयुएफ कर्ता एस जे कटारीया - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: जय कमर्शियल कॉम्प्लेक्स; ईमारत नं: -; पेठ/वसाहत: पोखरण रोड 1; शहर/गाव: -; तालुका: ठाणे; पिन: -; पॅन नम्बर: -.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) शेखर एम ताम्हाणे - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: तारांगण; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: ठाणे;पिन: -; पॅन नम्बर: -.

(7) दिनांक

करून दिल्याचा 13/02/2007

(8)

नोंदणीचा

20/02/2007

(9) अनुक्रमांक, खंड व पृष्ठ

1176 /2007

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 125000.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 25000.00

(12) शेरा

