

SALE DEED

THIS SALE DEED is made and entered into at Bhiwandi, District Thane, State of Maharashtra on this day of, 2023

BETWEEN

MESSRS RAMESHCHANDRA BALACHAND (Income Tax : PAN - **AAAFR2770C**), a partnership firm registered with The Registrar of Firms, Maharashtra (Mumbai) having one of its place of business at **Centre Point Condominium, 243-A, Near N. M. Joshi Marg, Opposite Bawla Masjid, Near Curry Road, Mumbai – 400013**, through its partner **(1) YASH RAJAT VORA**, presently aged 31 years, **(2) BHAVIK DHANRAJ VORA**, presently aged ___ years, **(3) CHHAYA DHANRAJ VORA**, presently aged ___ years, hereinafter will be referred to as “**THE VENDOR**” (which expression shall unless it be repugnant to the context or meaning thereof will mean and include its present partners and partners from time to time and last surviving partner and heirs, executors and/or administrators of the last surviving partner) **THE PARTY OF FIRST PART**

AND

GUNVANTI JAYANTILAL KOTHARI (PAN-ACRPK1748C), Age 57 Years, Occupation: Business/Household, residing at **A-801, Navkar Kripa Society, Near Tribhuvan Dairy, Navroji Lane, Ghatkopar (W), Mumbai - 400086**, hereinafter will be referred to as the “**THE PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof shall mean & include his/her/their heirs, successors, executors, survivors, administrators, representatives and assigns, etc.) **THE PARTY OF SECOND PART.**

RECITALS :

- a. Under a Sale Deed dated 30.03.2009 duly registered with The Sub-Registrar of Assurances, Bhiwandi - 1 under serial number BWD-1-1871-2009 dated 30.03.2009 entered, executed and signed by and between Messrs Harihar Corporation (therein described as 'the Developer') on one side and the Vendor herein (therein described as 'the Purchaser') on other side ('**said Sale Deed**'), upon payment of price and in consideration of the covenants, terms and conditions mentioned therein, the Vendor herein had purchased and acquired :
- a.i all that piece and parcel of non agriculture Land with R. C. C. Plinths bearing numbers 10, 11, 12 & 13 in the Building No. E – 13 and R. C. C. Plinths bearing numbers 10, 11, 12 & 13 in the Building No. E-15/A with the right of open to sky and each Plinth admeasures about 3,000.00 square feet built up area equivalent to about 278.81 square meters aggregating to 24,000 square feet built up area equivalent to 2,230.48 square meters as mentioned in the said Sale Deed and that Building No. ssE-13 and Building No. E-15/A are constructed on portion of the Land admeasuring about 14,200 square meters ('**said Land**') bearing Hissa No. 17, Survey No. 89, Village Dapode (and at times also referred to Mouje Dapode), Taluka Bhiwandi, District Thane, State of Maharashtra and situate within the limits of Dapode Gram Panchayat, Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane and that the Building No. E-13 and Building No. E-15/A and

the godown therein including open space in between them and abutting them are together known as '**Harihar Complex**'.

- a.ii together with the exclusive and absolute right over open space each admeasuring about 3,750 square feet carpet area equivalent to about 348.52 square meters located on the ground floor in between the respective Plinth Nos. 10, 11, 12 & 13 of Building No. E-13 and the Plinth Nos. 10, 11, 12 & 13 of Building No. E-15/A which is comprised in the open space in between these plinths but, subsequently, on actual or physical measurement each open space was found to be 5000 square feet carpet area equivalent to about 464.68 square meters,
- a.iii together with all rights attached and/or relating thereto and proportionate rights in Land on which Building No. E – 13 and Building No. E – 15/A stand,
- a.iv together with proportionate rights in common with others in common open areas, spaces, passages, amenities, etc. in the Harihar Complex,
- a.v together with right to cover up plinths with construction in accordance with sanctioned plans through contractor by entering into a separate proper construction agreement with them simultaneously upon execution of the said Sale Deed, and

- a.vi together with irrevocable right to use passage and access to the said buildings namely Building No. E – 13 and Building No. E – 15/A and all the estate, right, title, claim and demand whatsoever at law and in equity.
- b. b.1 Out of the aforesaid rights which are subject of aforesaid Sale Deed dated 30.03.2009, subject of this agreement is Godown No. 10 admeasuring about 3,000 square feet built up area (for short '**Godown No. 10**') which is constructed on R. C. C. Plinth No. 10 of Building No. E-13 together with 50 (fifty) % (per cent) share in open space between the Godown No. 10 of Building No. E-13 and Godown No. 10 of Building No. E – 15/A.
- b.2 Open space between Godown No. 10 of Building No. E-13 and Godown No. 10 of Building No. E-15/A admeasures about 1250 sq.ft. 50% of open space between Godown No. 10 of Building No. E-13 and Godown No. 10 of Building No. E-15/A admeasures about 625 sq.ft.
- c. c.i Godown No. 10 situate in Building No. E-13 (House No. 689) together will herein after be referred to as '**said Godown**' and are more particularly identified by orange color on the Plan hereto annexed and marked as Annexure – A and is more particularly described in the Schedule written herein below.
- c.ii Said open space is 50 (fifty) % of open space between Godown No. 10 in Building No. E – 13 and said Godown (viz. Godown No. 10) in opposite Building No. E-15/A and is more particularly identified by green color on the Plan hereto annexed and marked as Annexure – A.

- c.iii All rights attached and/or relating to the portion of the said Land on which R.C.C. Plinth Nos. 10 is erected, constructed and stand together with proportionate rights in common with others in common open areas, spaces, passages, amenities, etc. in the Harihar Complex together with right to cover up plinths with construction in accordance with sanctioned plans through contractor by entering into a separate proper construction agreement with them simultaneously upon execution of the said Sale Deed and together with irrevocable right to use passage and access to the said buildings and all the estate, right, title, claim and demand whatsoever at law and in equity will herein after for short be referred to as the '**related rights**'.
- d. The Collector of Thane granted non agricultural permission vide Order No. REV/ DESK - 1/ T - 8/ NAP/ SR-1/08 dated 18.07.2008 for non agricultural use of the said Land.
- e. The Dapode Gram Panchayat gave permission for construction dated 27.08.2009 and approved the plans and specifications for making construction on the said Land by passing the Resolution No. 41/28 dated 21.08.2007. Pursuant thereto, the Building No. E-13 and Building No. E-15/A have been constructed which includes construction of said Godown.
- f. The Vendor herein has constructed through contractor the Godown No. 10 on R. C. C. Plinth No. 10 in the Building No. E-13.

- g. The Vendor herein is the owner and entitled to the Godown No. 10 and the R. C. C. Plinth No. 10 on which it is constructed in Building No. E-13.
- h. The Purchaser, through their advocate has published a Public Notice in the News Paper “Punyanagari” on its issue dated 26/11/2023 and in the News Paper “Sakaal” on its issue dated 28/11/2023, wherein anyone having any lawful claim, right, interest, title, of any nature whatsoever in respect of the said godown was called upon to notify the same in writing within fifteen days from the date of publication of the said notice. As no objection and any encumbrance was notified by anyone within the prescribed time limit, purchaser decided to conclude the transaction of sale as contemplated under and in terms of this deed of conveyance.
- h.1 The Purchaser has made a request to the Vendor to sell and transfer all their rights in the said Godown and all related and/or incidental rights thereof to the Purchaser upon payment of consideration or price.
- h.2 The Vendor has considered said request made by the Purchaser. Parties have discussed and deliberated the consideration or price, covenants, terms and conditions for sale of the said Godown by the Vendor to the Purchaser.
- h.3 Parties have ultimately entered into a contract for sale, whereby, the Vendor has agreed to sell and transfer to the Purchaser and that the Purchaser has agreed to purchase and acquire from the Vendor all the rights, title and interest of the

Vendor in said Godown along with all related rights including all incidental rights upon payment of consideration or price, covenants, terms and/or conditions as agreed between them.

- i. i.1 Primarily, there are two taxes payable in respect of said Godown; one being property tax (which is referred to as gharpatti tax in local parlance) which is payable to the Dapode Grampanchayat and other being Notified Area Tax which is payable to the relevant or concerned Talathi, Upper Tahsildar, Bhiwandi. That the gharpatti tax in respect of said Godown are paid till 31.03.2024 and Notified Area Tax in respect of said Godown are paid till 31.03.2023.

i.2 The Vendor has agreed to sell and transfer to the Purchaser and that the Purchaser has agreed to purchase and acquire from the Vendor all the rights, title and/or interest of the Vendor in the said Godown and all related and/or incidental rights therein free from all encumbrances, liabilities and charges.
- j. Parties desire to execute this instrument to transfer the Vendor's title to said Godown unto the Purchaser and to record the consideration or price, covenants, terms and conditions on which the Vendor has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire from the Vendor all the rights, title and/or interest in the said Godown and related rights to keep their respective record clear and complete and to avoid any future disputes between them.

- k. AND WHEREAS, the Vendor has not mortgaged, leased or created any other burden or any other encumbrances against the said premises and the title of the Vendor to the said premises is clear, marketable and free from all encumbrances.
- l. The Vendor further covenant to indemnify and keep indemnified any harmless to the Purchaser against any defect in their title to the said property and/or against any person claiming through or on their behalf at law equity or trust.

**NOW THIS DEED WITNESSES
BETWEEN THE PARTIES AS FOLLOWS :**

1. In pursuance of aforesaid recited agreement and, upon payment of full consideration or price of Rs. 98,00,000/- (Rupees Ninety Eight Lakhs only) agreed to be paid by the Purchaser to the Vendor, out of which, the Purchaser has made part payment of Rs. 48,00,000/- (Rupees Forty Eight Lakhs only) prior or upon execution hereof and, particulars of which is mentioned hereinafter, payment and receipt of which the Vendor hereby admits, acknowledges and the Vendor does hereby agree to sell, convey, transfer, assign and assure upon or unto the Purchaser all their rights, title and/or interest absolutely and forever in the said Godown (subject to payment of balance consideration amount of Rs. 50,00,000/- (Rupees Fifty Lakh only) :

- a. a.i Godown No. 10 admeasuring about 3,000 square feet built up area and constructed on R. C. C. Plinth No. 10, and that the Godown No. 10 is situate in Building No. E – 13 (House No. 689) which have been constructed on a portion of the Land admeasuring about 14,200 square meters bearing Hissa No. 17, Survey No. 89, Village Dapode, Taluka

Bhiwandi, District Thane, State of Maharashtra and situate within the limits of Dapode Gram Panchayat, Sub-Registration District and Taluka Bhiwandi and registration district and District Thane and the Building No. E-13 is part of the property known as 'Harihar Complex' and that Godown No. 10 is more particularly identified by orange color on the Plan hereto annexed and marked as Annexure – A and are more particularly described in the Schedule written herein below,

- b. together with rights in said open space [i.e. 50 (fifty) % (per cent) of open space between Godown No. 10 in Building No. E – 13 and said Godown No. 10 in opposite Building No. E-15/A and is more particularly identified by green color on the Plan hereto annexed and marked as Annexure – A],
- c. together with all other rights of the Vendor under the Sale Deed dated 30.03.2009 which includes the Vendor's proportionate rights in common with others in common open areas, spaces, passages, amenities, etc. in the Harihar Complex and the Vendor's irrevocable right to use passage and access to the said buildings and all the estate, right, title, claim and demand whatsoever at law and in equity in relation to said Godown,
- d. together with irrevocable right to use the passage and access to the said Godown and the said open space and all the estate, right, title, claim and demand whatsoever at law and in equity of the Vendor into and upon the said Godown and related rights,

AND TO HAVE AND TO HOLD ALL AND SINGULAR the said Godown and enjoy related rights hereby sold, conveyed, transferred, assigned and/or assured to the Purchaser and to the use and benefits of the Purchaser absolutely and forever subject to the payment of all taxes, assessments, duties, dues, cesses and/or charges chargeable or charged, levied upon the same and that gharpatti tax payable to Dapode Grampanchayat has been paid in advance for the period due till 31.03.2024 and that the Notified Area Tax payable to the relevant or concerned Talathi, Upper Tahsildar has been paid for the period due till 31.03.2023.

2. The Vendor covenants with the Purchaser as follows :
 - a. that the Vendor now have in themselves good right, full power and absolute authority to sell, convey, transfer, assign and assure the said Godown hereby sold, conveyed, transferred, assigned and assured unto and to the use of the Purchaser in the manner aforesaid,
 - b. subject to what is provided herein, that it shall be lawful for the Purchaser from time to time and at all times hereinafter peacefully and quietly to possess, occupy, use, enjoy and/or to hold the said Godown with appurtenances and all related rights and to receive the rents, issues and profits arising there from and for their own use and benefits without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor lawfully or equitably claiming or to claim by, from, under or in trust for them,

- c. that notwithstanding any fact, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming, by, from, under, through or in trust for them, executed, committed or knowledgeably or willingly suffered to the contrary, that the said Godown and related rights are free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor will sufficiently saved, defended and kept harmless from and against all former and other estate, titles, charges and encumbrances whatsoever already or to be hereafter and made, executed or/and assigned or suffered by the Vendor, or any other person or persons lawfully or equitably claiming to, by, from, under or in trust for them, and
 - d. that the Vendor and all persons having or lawfully or equitably claiming any estate, rights, title and/or interest at law or in equity in the said Godown and related rights or any part thereof hereby sold, conveyed, transferred, assigned and assured thereof, shall and will from time to time and at all times hereafter at the request and exclusive costs and expenses of the Purchaser do and execute all such further instrument or writings for more particularly and absolutely granting and assuring the said Godown and related rights and every part thereof hereby granted, conveyed and assured unto or upon the Purchaser in the manner aforesaid as shall or may be required by the Purchaser, their assigns and/or successors or counsel in law.
3. The parties admit, agree and confirm that, upon or after receiving full and final payment of consideration amount, the Vendor shall handover and the Purchaser shall retain and/or remain in

possession, power and/or custody of the above recited original of said Sale Deed dated 30.03.2009, and that prior or upon execution hereof, the Purchaser has handed over its Six True photocopy to the Vendor for Vendor's record.

4. The Purchaser further states that since the Vendor continues to be the owner and entitled to Godown No. 10 situate in Building No. E-13 (House No. 689) and the said open space and related rights which were purchased and acquired along with the other Godown No. 10, 11, 12, 13 in Building No. E-15A and Godown No. 11, 12, 13 in Building No. E-13 under one single instrument i.e. Sale Deed dated 30.03.2009, the Purchaser upon receiving advance request from the Vendor and/or their Transferee/s and/or assign/s including Purchaser/s from time to time and/or any person/s having any rights, title and/or interest therein from time to time, and, at the costs and expenses on actual of the person making such request, the Purchaser herein will produce the above recited original of said Sale Deed before any court of law, tribunal, competent authority as also any public and/or local authority as primary evidence and/or for inspection and/or to ascertain, verify and/or confirm or otherwise for any reasonable purpose or cause that the copy of original Sale Deed produced before such court of law, tribunal, competent authority as also any public and/or local authority is an accurate, correct and/or genuine copy or to ascertain the title or any matter contained therein and, thereafter, to apply for its return and take back the original of said Sale Deed in its possession, power and/or custody and this covenant will run with the estate.

5. The Vendor admits, agrees and confirms that they have not received any notice of requisition or acquisition from any local or

public authority, Gram Panchayat, Collector of Thane or other Governmental or Semi-Governmental or any other authority/ies in respect of the said Godown and/or the said Land or any part thereof including the portion of said Land underneath or beneath the said Godown till the date of execution hereof nor there is any litigation pending in any court of law in respect of said Godown and/or related rights in which the Vendor is party.

6. The parties admit and agree that, upon execution hereof :
 - a. all rights, title and/or interest of the Vendor in the said Godown and related rights stand divested from the Vendor and, simultaneously, stands vested in the Purchaser,
 - b. that the Vendor and/or any person/s claiming through the Vendor will not be entitled to make any claim and/or demand in or upon the said Godown and related rights and/or any rights above the structure of the said Godown including the air open to sky,
 - c. that the Purchaser alone will be entitled to all the rights, title and interest in said Plinths and all construction above it and that the Purchaser will be entitled to deal with said Godown as deemed fit and proper in accordance with law,
 - d. that the Purchaser will be entitled to make, erect, construct and/or put up additional or further construction on the structure in which the said Godown or either of them in accordance with law,

- e. that all rights in the construction made above said Godown vests exclusively in the Purchaser, and
- f. that the Vendor and/or any person claiming through the Vendor will not be entitled to any rights in the construction above said Godown and will not make any claim and/or demand in the construction above said Godown.

7. The parties admit, agree and confirm that price for sale and transfer of said Godown and related rights as agreed by and between them and being paid/payable by the Purchaser to the Vendor is arrived as follows :

Premises	Net Price	TDS (1 %)	Gross
	(Rs)	(Rs)	(Rs)
Godown Nos. 10	95,04,000/-	96,000/-	96,00,000/-
Said open space	1,98,000/-	2,000/-	2,00,000/-
Total	97,02,000/-	98,000/-	98,00,000/-

8. The Purchaser has paid an amount of **Rs. 48,00,000/- (Rupees Forty Eight Lakhs only)** through CHEQUE/NEFT/RTGS being the part payment of consideration before execution hereof as more particularly described in receipt hereunder written and the payment and receipt whereof, the Vendor doth hereby admit and acknowledge. And the Purchaser has further agreed to pay the balance consideration amount of **Rs. 50,00,000/- (Rupees Fifty Lakhs only)** within the period of 30 days from the execution of this agreement after obtaining the loan from the Bank or at the time of delivery of possession of the said premises by the Vendor to the Purchaser.

9. Simultaneously upon receipt of the full and final payment of the consideration, the Vendor shall deliver the actual, physical, legal,

vacant and peaceful possession of the said premises to the Purchaser free from all the encumbrances, charges, equity, etc.

10. The Purchaser admits, agrees and confirms to deposit Rs. 98,000/- (Rupees Ninety Eight Thousand only) being the prescribed TDS (tax deduction at source) on payment of aforesaid price with the Government Treasury within prescribed period so that the Vendor receives its tax credit in the same Financial Year in which it is so deposited and also to hand over prescribed TDS Certificate to the Vendor within prescribed period.

11. The parties admit, agree and confirm that :

- a. the Vendor has paid all rates, taxes, cess, maintenance charges and charges payable in respect of said Godown and related rights to respective competent and/or revenue authority/service provider due till 31.03.2023 and, as far as gharpatti tax is concerned, it has been paid in advance for the period due till 31.03.2024, while, Notified Area Tax is paid for the period due till 31.03.2023 and that the Vendor shall further be liable to pay the said Notified Area Tax, rates, taxes, cess, maintenance charges and charges payable in respect of said Godown and related rights to respective competent and/or revenue authority/service provider upto the date of handing over possession to the Purchaser and from the date of receiving possession, the Purchaser admits, agrees and confirms that the Vendor stands discharged from payment of all taxes of said Godown subsequently due, claimed and/or demanded (subject to payment of any pending dues before the date of handing over possession to the Purchaser),

- b. the Purchaser has agreed and is liable to pay all rates, taxes, cess and charges payable in respect of said Godown and related rights to respective competent and/or revenue authority due from the date of receiving possession from the Vendor, except for the Gharpatti Tax which shall be paid by the Purchaser after 31.03.2024;
- c. the Vendor has given inspection and that the Purchaser has taken inspection of bill/s and/or receipts issued by the respective competent authority in respect of Gharpatti Tax and Notified Area Tax in respect of said Godowns;
- d. Prior to entering into aforesaid contract for sale, the Purchaser has physically inspected said Godowns and the said open space and is aware of its prevailing condition. The purchaser admits and accepts that location and physical structure and condition of said Godowns are competent to be used for the purpose for which they seek to purchase and acquire.
- e. The Purchaser has investigated and examined the title of the Vendor to the said Godown by examination of Title Deeds and related papers and also by inviting written claims, demands, and/or objections from members of public, if any, upon title and/or possession of said Godown by publication of notice in newspapers. No such claim, demand and/or objection has been received in writing on the Vendor's Title and possession of the said Godown.

f. The Purchaser admits and accepts that the Vendor's title of the said godown is clear and marketable and that there are no third party encumbrances.

12. The Vendor, without being liable, agrees to co-operate with the Purchaser at the Purchaser's entire efforts, costs and expenses, to transfer the said Godown and related rights in the name of the Purchaser in all land and/or government records including in mutation of name in the Records of Rights in favour of the Purchaser.

13. The Vendor agrees and confirms that, upon or after execution hereof, the Purchaser will be entitled to apply and have the electric meters installed in the said Godown transferred in their name at the Purchaser's efforts, costs and expenses and that the Vendor do hereby give their consent for the same. All charges for consuming and/or availing electricity energy at the said Godown for the period due till the date of execution hereof in terms of bill/s lastly received from electricity service provider have been paid/shall be paid to the electricity service provider by the Vendor and thereafter, shall be paid by the Purchaser.

14. The Vendor agrees and confirms that, upon or after execution hereof, the Purchaser will be entitled to avail, apply and take their own and independent water supply connection, telephone, internet or any other amenity as they may deem fit and proper at the Purchaser's entire costs, expenses and efforts.

15. The Purchaser admits, agrees and confirms that they will bear and pay costs of stamp duty payable on this agreement on actual and will be liable to pay all related and/or incidental costs.

16. The Purchaser admits, agrees and confirms that they alone will be liable to register this agreement and also to bear and pay the entire costs and/or fees payable on registration of this agreement and all related costs and expenses.

THE SCHEDULE ABOVE REFERRED TO :

DESCRIPTION OF SAID GODOWN AND SAID OPEN SPACE

All that piece and parcel of Non Agriculture Land area admeasuring about 3625 square feet equivalent to about 336.743 square meters comprising of R.C.C. Godown No. 10 area admeasuring about 3,000.00 square feet equivalent to 278.81 square meters in Building No. E/13 (House No. 689) in Harihar Complex together with 50 (fifty) % (per cent) rights in the open space in front of each of the said Godown and open space admeasuring about 625.00 square feet equivalent to 58.08 square meters and rights in the land beneath the above said plinth with rights to construct open to sky ; standing on Plot of Land bearing Survey No. 89, Hissa No. 17; situate, lying and being at Village Dapode, within the limits of Gram Panchayat Dapode, Talathi Saja Purna, Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane ;

The said Godown No. 10 hereby sold and conveyed are bounded as under :

Towards its West is	:	6.0' Gully,
Towards its East is	:	50.0' Wide Road,
Towards its South is	:	RCC Godown No. 9,
Towards its North is	:	RCC Godown No. 11,

IN WITNESSES WHEREOF, the parties have unto set and subscribed their respective hand, sign and/or seal on the day, month and the year first herein above written.

SIGNED AND DELIVERED
by the within named **VENDOR**
MESSRS RAMESHCHANDRA BALACHAND
through its partner
(1) YASH RAJAT VORA

(2) BHAVIK DHANRAJ VORA

(3) CHHAYA DHANRAJ VORA

SIGNED AND DELIVERED
by the within named **PURCHASER**
GUNVANTI JAYANTILAL KOTHARI

In the presence of witness...

1.

2.

RECEIPT

Received Rs. 48,00,000/- (Rupees Forty Eight Lakhs only) out of which a sum of Rs. 2,00,000/- (Rupees Two Lakh only) paid by account payee cheque dated bearing number issued by the Purchaser from their Account No. 0129101113554 with Canara Bank, Ghatkopar (W), and a sum of Rs. 45,02,000/- (Rupees Forty Five Lakh Two Thousand only) paid by account payee cheque dated 05/12/2023 bearing number 551951 issued by the Purchaser from their Account No. 0129101113554 with Canara Bank, Ghatkopar (W), and a sum of Rs. 98,000/- (Rupees Ninety Eight Thousand only) paid towards TDS in the name of Vendor herein towards the part payment of sale price recited and/or stated above subject to its realisation and credit in Vendor's account.

We say received
MESSRS RAMESHCHANDRA BALACHAND
through its partner

(1) YASH RAJAT VORA

(2) BHAVIK DHANRAJ VORA

(3) CHHAYA DHANRAJ VORA