

104 Agreement

Rs. 3,74,750.-

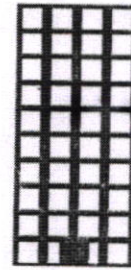
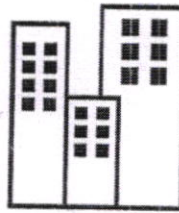
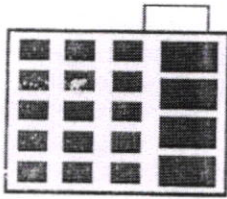
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104-Indraprastha

Union Bank m.s. marg
9702819954

SALE DEED

23/3/2011



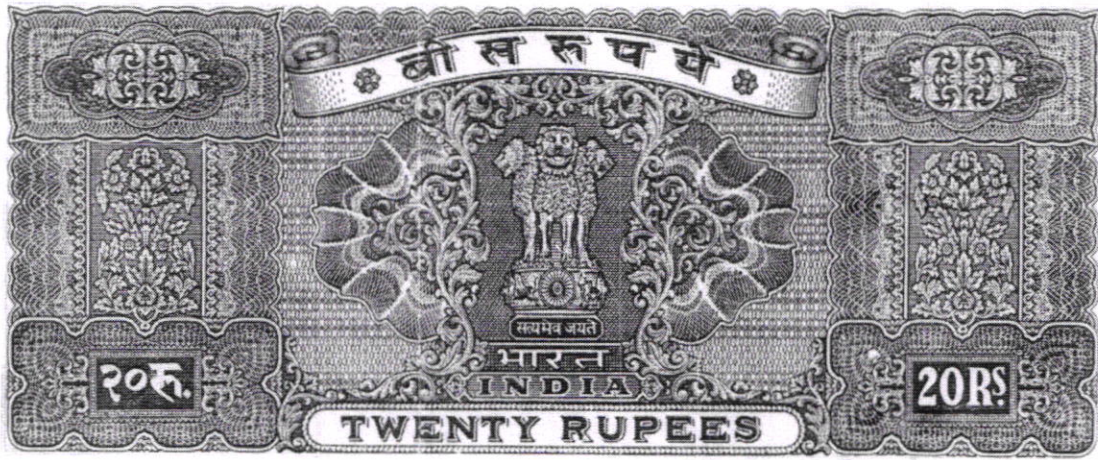
ADVOCATE VINOD C. SAMPAT

GHATKOPAR OFFICE :

5, CHITTARANJAN, 2ND FLOOR
PLOT NO. 92,
OFF. SHRIMAD RAJCHANDRA LANE,
NEAR. LIONS GARDEN TILAK ROAD,
GHATKOPAR (E), MUMBAI 400 077.
TEL: 513 80 95/514 49 51/515 66 32. FAX : 516 86 89.

Mumbai. BRANCH :

C/O. H. S. COX & CO.
FIRST FLOOR,
NEAR RHYTHM HOUSE,
52, DR. V. B. GANDHI MARG,
KALAGHODA, Mumbai. 23.
TEL. 267 22 90 (8 LINES).
MOBILE NOS. 98210 39 108.
98211 15 112



श्री. योगेश जी. दवे.

13 MAR 2001

शामकंज, सांबाबाई रोड, गटकोपर (प.),
पूरुबा, मी. ४२५०११, गटकोपर.

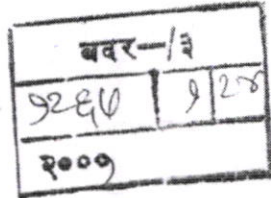
कमरा: 1294

संबंधी/सेवा/विवरण: M/s Seema Interplast Engg. P. Ltd

पाना नं.: मुद्रांक
पेपर विवरण.

श्री.
C.D.

संबंधी/सेवा/विवरण: मुद्रांक विक्रेता



Flat No. 104

SALE DEED

THIS AGREEMENT is made and entered into at Mumbai, on this 13th day of March 2001, **BETWEEN M/S. SEEMA INTERPLAST ENGG. PVT. LTD.**, a Private Ltd. Company registered under the Companies Act, 1956 having its Registered Office at B-63, Devnagar, Bhatia School Road, Saibaba Nagar, Kandivali (W), Mumbai, hereinafter referred to as the 'Transferors' (which expression unless repugnant to the context or meaning thereof deemed to mean and include their directors, executors, administrators, successors & assigns) of the **ONE PART AND SHRI CHETAN GOPALDAS CHOLERA**, also adult, Indian Inhabitant, presently having address at B-10/11, Gelda Bhavan Near North Bombay School Golibar Road, Ghatkopar (W), Mumbai 400 086, hereinafter referred to as the 'Transferee' (which expression unless repugnant to the context or meaning thereof shall mean and include him, his heirs, executors, administrators and assigns) of the **OTHER PART:**

GENERAL STAMP OFFICE
TOWN HALL, FORT
MUMBAI - 400 022
MAIL QSO/001

15th

11461922621

M. M. Pednekar
Proper Officer,
General Stamp Office Mumbai

Rs 374750/- Three Lakhs Seventy Four thousand Seven hundred Fitty only

(Handwritten signatures and initials)

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AND WHEREAS one Smt. Raksha Harshad Mehta acquired the right, title and interest in Flat No. 104 in 'Indraprastha' building of The Indraprastha Co-operative Housing Society Limited, situated at Neelkanth Valley, 7th Road, Rajawadi, Ghatkopar (E), Mumbai 400 077, from the Builder, M/s. Neelkanth Mansions Limited, vide Agreement dated 5th April 1994 on the terms and conditions as mentioned in the said Agreement.

AND WHEREAS by Order No. CA/BOM/II/2(b)/H-5/96-97/854 dated 30-4-98 passed by the Competent Authority under section 7 of Smugglers And Foreign Exchange Manipulators (Forfeiture of Property) Act, 1976 the said Flat No. 104, 'Indraprastha' building, of The Indraprastha Co-operative Housing Society Limited, situated at Neelkanth Valley, 7th Road, Rajawadi, Ghatkopar (E), Mumbai 400 077, was forfeited to the Central Govt. free from all encumbrances.

AND WHEREAS the said Smt. Raksha Harshad Mehta and Others filed an appeal against the said Order dated 30.04.1998 passed by the Competent Authority, SAFEMA/NDPS, Mumbai before the Appellate Tribunal for forfeited property, Delhi vide Appeal No. 15/Bom/98 which was dismissed on 03-06-1999.

AND WHEREAS the said Smt. Raksha Harshad Mehta and Others filed Petition No. 767/1999 at Hon. High Court of Mumbai which was dismissed on 10-08-1999.

AND WHEREAS the said Smt. Raksha Harshad Mehta and Others filed a Special Leave Petition No. 3150/1999 before the Hon. Supreme Court of India which was dismissed. Smt. Raksha Harshad Mehta and Others had exhausted all the appealable remedies and hence the forfeiture order dated 30-04-1998 passed by the Competent Authority, SAFEMA/NDPS, Mumbai has attained finality. Thus the property i.e. Flat No. 104, 'Indraprastha' building, of The Indraprastha Co-operative Housing Society Limited, situated at Neelkanth Valley, 7th Road, Rajawadi, Ghatkopar (E), Mumbai 400 077, along with rights of Smt. Raksha Harshad Mehta and Others in the society came to be forfeited to the Central Government and the physical possession of the Flat No. 104, 'Indraprastha' building, of The Indraprastha Co-operative Housing Society Limited, situated at Neelkanth Valley, 7th Road, Rajawadi, Ghatkopar (E),

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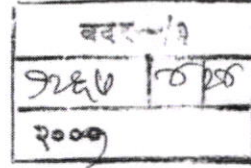
Mumbai 400 077, was taken on 30-9-1999 by the Competent Authority, SAFEMA/NDPS, Mumbai.

AND WHEREAS the tender sale which took place on 27.12.1999 under the instructions of the Competent Authority, SAFEMA/NDPS, Mumbai, the said Flat No. 104, in 'Indraprastha' building, of The Indraprastha Co-operative Housing Society Limited, situated at Neelkanth Valley, 7th Road, Rajawadi, Ghatkopar (E), Mumbai 400 077, which shall hereinafter be referred to as the said Flat, admeasuring 1450 Built Up area together with membership rights of the said Smt. Raksha H. Mehta in the said Indraprastha Co-operative Housing Society Limited and the shares issued by the said Society in her favour, were sold in favour of the assignees, M/s. Seema Interplast Engg. Pvt. Ltd. for the lump sum price of Rs. 49,50,000/- (Rupees Forty Nine Lakhs Fifty Thousand Only) and the assignees being the highest bidder was declared as the Purchaser of the said Flat.


AND WHEREAS the Transferors have acquired the right, title and interest in Flat No. 104 in 'Indraprastha' building, of The Indraprastha Co-operative Housing Society Limited, situated at Neelkanth Valley, 7th Road, Rajawadi, Ghatkopar (E), Mumbai 400 077, on the basis of the acceptance of tender offer by the Appropriate Authority dated 11.01.2000. Enclosed Annexure-A is the copy of the said Order No. CA/MUM/Tender/5/99-2000/86 dated 11.01.2000.

AND WHEREAS the Transferors have acquired the right, title and interest in National make Split Air Conditions (5 Nos.) and other items on the basis of acceptance of tender offer by the appropriate authority dated 13th March, 2000. Enclosed Annexure-B is the copy of the said Order No. CA/MUM/Tender/2/2000 dated 13th March, 2000.

AND WHEREAS the Office of the competent authority and administrator under Smugglers and Foreign Exchange Manipulators (Forfeiture of Property) Act, 1976, and Narcotic Drugs and Psychotropic Substances Act, 1985, informed the Hon. Secretary of The Indraprastha Co-operative Housing Society Limited, vide its letter dated 17th May, 2000, that for a valuable consideration they have transferred their rights in the said Flat i.e. Flat No. 104, in 'Indraprastha' building, of The Indraprastha Co-operative Housing Society Limited, situated at



Neelkanth Valley, 7th Road, Rajawadi, Ghatkopar (E), Mumbai 400 077, to the Transferor. Enclosed **Annexure-C** is the letter dated 17th May, 2000, written by the competent authority to the Hon. Secretary of The Indraprastha Co-operative Housing Society Limited.




AND WHEREAS the Society i.e. **The Indraprastha Co-operative Housing Society Limited** has issued Share Certificate No. 3 bearing ten shares from 11 to 15 & 286 to 290 in the name of original member i.e. **Smt. Raksha Harshad Mehta**.

AND WHEREAS the Society has thereafter endorsed the name of **M/s. Seema Interplast Engineering Private Limited** on the Share Certificate No. 48 bearing ten shares from 11 to 15 & 286 to 290 and bills for Flat No. 104 in The Indraprastha Co-operative Housing Society Limited are coming in the name of the Transferors.

AND WHEREAS the Society has issued duplicate Share Certificate No. 48 in lieu of original Share Certificate No. 3 on or about 3rd December, 2000.

AND WHEREAS by a Public Notice had been issued by the Purchaser's Advocate dated 28th January, 2001 in Newspapers English Sunday Midday and Bombay Samachar on 11.02.2001 and 10.01.2001, respectively.

AND WHEREAS no objections have been received from the members of the public by the Purchaser's Advocate, Shri Vinod C. Sampat.



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AND WHEREAS the Transferors have informed the Transferee that no person except the Transferors have got any right, title and interest of any nature of whatsoever in the said Flat nor the same has been offered as a collateral security or dealt with in any manner whatsoever at any point of time since the date the Transferors acquired the right, title and interest in the said Flat.

AND WHEREAS the Transferors agree and undertake to indemnify the Purchaser for all costs, expenses, claims and damages of any nature whatsoever that may arise on account of the Transferee acquiring the right, title and interest in the above said property.

AND WHEREAS relying upon the assurances given by the Transferors the Transferee has agreed to acquire right, title and interest of the Transferors.

AND WHEREAS the Transferors are the members of The Indraprastha Co-operative Housing Society Limited, a Society registered with Dy. Registrar of Co-operative Societies at Mumbai, under Maharashtra Co-operative Societies Act, 1960, under Registration No.BOM/WN/HSG/TC/8326/97-98 dated 19/06/1997 (hereinafter referred to as 'THE SAID SOCIETY') and by virtue of being the members of the said Society, they have been holding Flat No. 104, on the First Floor, as well as Open Car Parking Space No. 2, of the Building known as 'Indraprastha' situated at Neelkant Valley, 7th Road, Rajawadi, Ghatkopar (East), Mumbai 400 077, more particularly described in the schedule hereunder written (hereinafter referred to as 'THE SAID FLAT') on what is known as 'OWNERSHIP BASIS'.

AND WHEREAS the Transferors herein have acquired the said flat from THE PRESIDENT OF INDIA through the COMPETENT AUTHORITY vide an agreement dated 17/5/2000.

AND WHEREAS the Transferors herein have since paid the full and entire consideration thereof to the concerned authorities and are presently holding the said flat admeasuring about 1450 Sq. ft. Built Up area on ownership basis. The Transferors are also holding Open Car Parking Space No. 2.

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AND WHEREAS the Transferors by virtue of being the members of the said Society viz. **The Indraprastha Co-operative Housing Society Limited**, have been issued Share Certificate No. 48, (in lieu of Share Certificate No. 3) for ten fully paid shares of Rs. 50/- each bearing Nos. 11 to 15 & 286 to 290 (both inclusive).

AND WHEREAS the Transferors have represented to the Transferee that they have been holding the above said flat along with the ten shares as stated above and being the members of the said Society, they are desirous of discharging off their right, title and the membership of the said Society and the Transferee herein have agreed to acquire all the right, title and interest of the Transferors in the membership of the said Society on the following terms and conditions.

AND WHEREAS the Transferors vide their Board Resolution dated 14th March 2007 authorized Shri Kanivalal K. Mehta to act, argue and represent on their behalf and to undertake all steps with regards to transfer of Flat No. 104 in building known as 'Indraprastha' situated at Neelkant Valley, 7th Road, Rajawadi, Ghatkopar (East), Mumbai 400 077, in favour of the Transferee, **Shri Chetan Gopaldas Cholera**.

NOW THIS AGREEMENTS WITNESSETH AS UNDER :

1. The Transferors hereby transfer and assign all their right, title and interest in the said Flat being No. 104, on First Floor, admeasuring 1450 Sq.Ft. Built Up Area, as well as Open Car Parking Space No. 2, of the said Society viz. **The Indraprastha Co-operative Housing Society Limited** and the Transferee herein has agreed to acquire all their right, title and interest in the said flat, ten shares and the membership of the said Society as well as furniture and fixtures as mentioned in **Annexure-D**.
2. The Transferors hereby transfer all their right, title and interest in the above flat along with the ten shares and the membership of the said Society as well as furniture and fixtures as mentioned in **Annexure-D**, for the total consideration of **Rs. 52,00,000/- (Rupees Fifty Two Lakhs**

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Only). The Transferee shall make the payment of the consideration mentioned herein above as under:

- (a) Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) on or before the execution of these presents.

AND

- (b) Rs. 50,50,000/- (Rupees Fifty Lakhs Fifty Thousand Only) on such other date as is mutually decided by the parties but not later than 15/03/2001 simultaneously against actual physical vacant possession of the above said flat.

The Transferors doth hereby admit and acknowledge the receipt of the said consideration as mentioned in clause 2(a) of this agreement and agree to acquit, release and discharge the Transferee from the payment of the consideration or any part thereof on receiving the balance full & final payments as mentioned in clause 2(b) of this agreement.

3. Subject to clause 2(b), The Transferors doth hereby declare that the said flat is free from all encumbrances, claims and demands whatsoever and that they are fully entitled to deal with or dispose off the same and undertake to keep the Transferee indemnified in this behalf. The Transferors also agree to sign and execute all such transfer forms, papers and documents as may be necessary in favour of the Transferee or his nominee/s and have put the Transferee or his nominee/s in quiet, vacant and peaceful possession of the said flat on receipt of the full and final consideration mentioned hereinabove.
4. Subject to clause 2(b), The Transferors shall deliver to the Transferee the vacant and peaceful possession of the said flat along with the permanent fixtures and fittings on completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove.
5. Subject to clause 2(b), The Transferors will pay and clear off the charges payable to the Society by way of Municipal Taxes and other dues/outgoings related to the said flat up to the date of handing over the possession to the Transferee as per the Society bills or any other dues in respect of the said flat and hereby agree to keep the Transferee

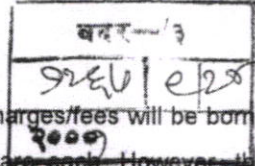
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indemnified against any claim that may be made by the said Society or any Government dues in respect of the said flat for the above period at a later date.

6. **Subject to clause 2(b)**, The Transferee hereby agrees to pay all the charges payable by way of Municipal Taxes and other dues dues/outstanding related to the said flat from the date of taking over the possession of the said flat and hereby declare and confirm that he will abide by the bye-laws of the said Society, without any reservation whatsoever.

Subject to clause 2(b), The Transferors hereby declare and confirm that the said flat absolutely belongs to them and that they have not created any gift, pledge, lease, loan, mortgage, charge, lien, encumbrances or attachment of any Statutory Authorities or otherwise and there is no litigation, stay or any legal proceedings with regard to the said flat in any court of Law, Taxing Authorities or with Municipality or Society authorities. The Transferors further undertake to indemnify the Transferee against any such claim laid by anyone at a later date whatsoever.

8. **Subject to clause 2(b)**, The Transferors hereby release, relinquish, give-up and surrender all their right, title and interest in the membership of the said Society, the Share Certificate and the said flat in favour of the Transferee forever.
9. **Subject to clause 2(b)**, The Transferors agree to hand over the Share Certificate, Original Agreement/s and/or all other relevant documents entered into by them with the earlier vendor, to the Transferee for his record on receipt of the full and final consideration.
10. **Subject to clause 2(b)**, The Transferors have executed all the relevant papers required for the effective transfer of the said flat. However, in future they undertake to co-operate with the Transferee and will execute all such further papers/documents/writings whatsoever for the effective transfer of the said flat along with the ten shares.



11. **Subject to clause 2(b),** The Society Transfer charges/fees will be borne and paid by both the parties in equal 50% share each. However, the Stamp Duty and Registration charges on the present agreement, will be borne and paid by the Transferee.
12. **Subject to clause 2(b),** Should there be any claim in respect of the said flat from any person or persons or any authority pertaining to any period prior to the transfer of the said flat in the name of the Transferee, the Transferors hereby agree to indemnify the Transferee against such claims by settling such claims from their own funds only and taking all the legal responsibilities upon them.
13. **Subject to clause 2(b),** The Transferors hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the said flat and the said shares have been made and/or created by the Transferors and/or any one else claiming through them prior to this day, in favour of any person or persons other than the said Transferee, the same shall after the execution of **THESE PRESENTS**, be deemed to be null and not binding upon the said Society/Builders and/or the Transferee.
14. **Subject to provision of Clause No. 2 (b),** above of this agreement, the Transferors agree to transfer the said shares and their interest in the said flat to the Transferees and the Transferee is entitled to hold, possess, occupy and enjoy the said flat without any interruption from the Transferors or anyone else claiming through them. The Transferors hereby further declare that they have full right and absolute authority to enter into this Agreement and transfer the said flat and that they have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement for Sale as purported to be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favour or whereby quiet and peaceful enjoyment possession of the Transferee in respect of the said flat may be disturbed and in the event of it being found that the Transferors were not entitled to enter into this Sale Deed and transfer their right sought or purported to be transferred hereby and the Transferee is not able to enjoy quiet and peaceful possession of the said

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flat due to any such reasons the Transferors be liable to compensate, indemnify and/or reimburse the Transferee all the loss or damage which the Transferee may suffer or sustain in this behalf.

15. The Transferors hereby undertake to furnish any other documents, which may be required by the Transferee to make the title of the said flat complete and absolute without claiming any extra charges or compensation. The Transferors also agree and undertake to sign any other documents or forms with regards to transfer of flat and/or for the payment of Stamp Duty to be paid on this Agreement, and also undertake to pay the Stamp Duty on all the earlier transactions, if any.



The Transferors also undertake to submit within a reasonable time the Income Tax Clearance Certificate u/s. 230-A of the Income Tax Act 1960 if insisted upon by the Transferee at their own cost as mentioned in clause 2(b).

17. This Agreement has been executed in Mumbai. The property is situated at Mumbai and the payments are made in Mumbai. Hence it is subject to jurisdiction of Mumbai Courts of Law.

SCHEDULE OF PROPERTY

Flat No. 104 on the First Floor in the Building consisting of Ground plus Thirteen Floors known as 'Indraprastha', belonging to The Indraprastha Co-operative Housing Society Limited situated at Neelkant Valley, 7th Road, Rajawadi, Ghatkopar (East), Mumbai 400 077, admeasuring 1450 sq. feet Built Up Area, constructed on or about 1996 bearing CTS No. 495 (Part) and Open Car Parking Space No. 2, in the above Socieity, in Village Ghatkopar & Bounded as follows:

ON OR TOWARDS THE EAST : M.G. Road.

ON OR TOWARDS THE WEST : Sahayadri Building.

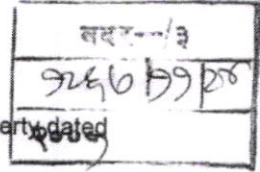
ON OR TOWARDS THE NORTH: Satyam Shivam Shopping Centre

ON OR TOWARDS THE SOUTH: Rajawadi Garden.

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B



Annexure-A :: Copy of Order for transfer of immovable property dated
11.01.2000.

Annexure-B :: Copy of Order for movable property dated 13.3.2000.

Annexure-C :: Letter dated 17.05.2000 written by the competent Authority to
the Society

Annexure-D :: List of Furniture and Fixtures.

IN WITNESS WHEREOF the parties hereto have put and subscribed
their respective hands and seals the day and year first hereinabove mentioned :

SIGNED AND DELIVERED by the)

SIGNATURES

Within named- TRANSFERORS)

M/S. SEEMA INTERPLAST ENGG. PVT. LTD.)

Represented by)

SHRI RANIYALAL K MEHTA)

18.08.00

as per Board Resolution dated 14-03-2000

in the presence of _____)

SHRI RAJESH SHAH)

Rajesh Shah

SIGNED AND DELIVERED by the)

Within named -TRANSFEEEE)

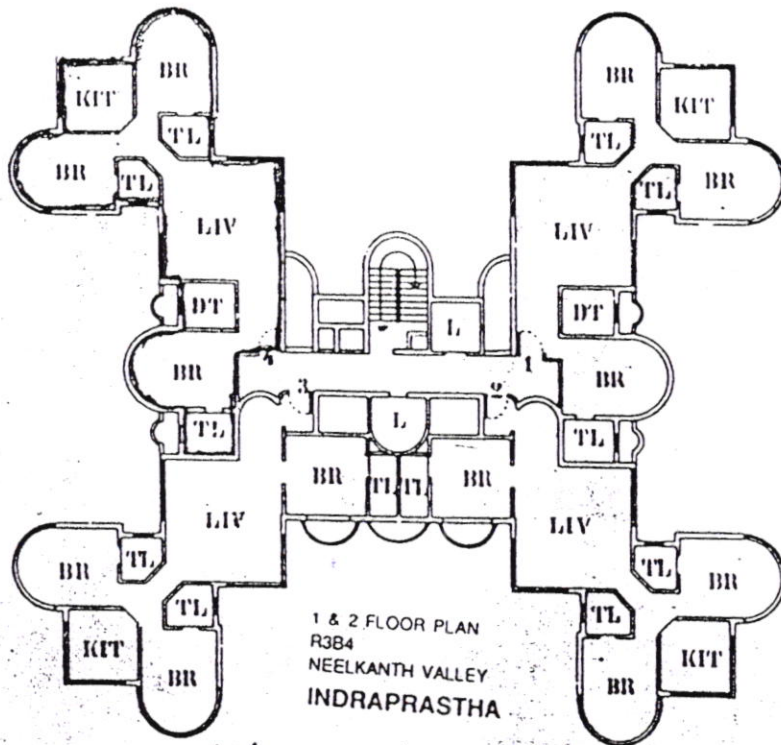
SHRI CHETAN GOPALDAS CHOLERA)

in the presence of _____)

SHRI RAJESH J. GANDHI)

Rajesh J. Gandhi

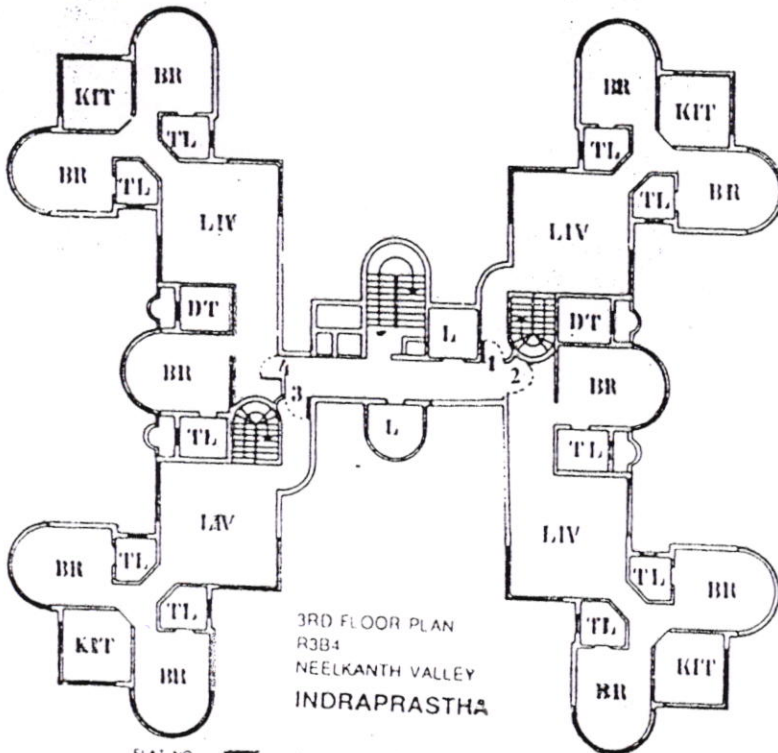
Chetan Cholera



1 & 2 FLOOR PLAN
R3B4
NEELKANTH VALLEY
INDRAPRASTHA

104

FLAT NO 104 ON THE 1st FLOOR BOUNDED RED COLOUR



3RD FLOOR PLAN
R3B4
NEELKANTH VALLEY
INDRAPRASTHA

FLAT NO _____ ON THE _____ FLOOR BOUNDED RED COLOUR

17/11/20

RAM
Neelkanth P-14