

Friday, October 11, 2002

4:56:01 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 5472

यावाचे नाव मे एस.पहाडीगारेगांव

दिनांक 11/10/2002

दस्तऐवजाचा अनुक्रमांक वदर2 - 06090 - 2002

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: राजीव मोतीलाल अग्रवाल

नोंदणी फी	:	8620.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुज्यात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (14)	:	280.00
एकूण	रु.	8900.00

आपणास हा दस्त अंदाजे 5:10PM ह्या वेळेस मिळेल

दुय्ये निबंधक  
पोरीयली 1 (भिलाई)

बाजार गुल्या: 861840 रु. मोबदला: 491000 रु.  
भरलेले मुद्रांक शुल्क: 86200 रु.

Delivered

11/10/02

*S. Kulkarni*  
BY SUPERINTENDENT OF STAMPS,  
BANDRA.

SALE DEED

THIS AGREEMENT is made and entered into at Mumbai, on this 11<sup>th</sup> day of Oct, Two Thousand Two BETWEEN Shri KAILASH BHIMSEN LAKHANI, residing at B-2/21, 2nd Floor, Mahindra Garden, S.V. Road, Goregaon (West), Mumbai - 400 062, of Indian inhabitant, hereinafter referred to as the "TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators & assigns) of the ONE PART; AND Shri RAJEEV MOTILAL AGARWAL also of Mumbai, Indian inhabitant, presently residing at Evershine Millennium Paradise, Bldg. No.1, Flat No. 102, "Mercury", 'E' wing, Thakur Village, Kandivli (East), Mumbai-400 101, hereinafter referred to as the "TRANSFeree" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS :

(A) By an Agreement dated 19th February, 1994, between M/s. Industrial Chemicals & Mineral Industries, thereinafter referred to as 'the Promoters/Builders/Sellers' and the

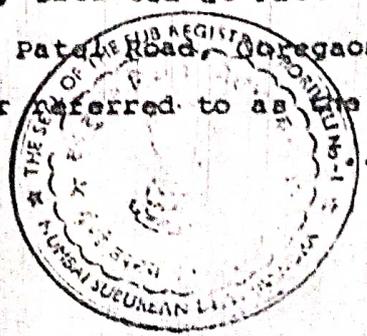


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बंदर-२	
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TRANSFEROR herein, therein referred to as 'the Transferor' of the Other Part, the former sold and transferred unto and in favour of the latter Unit No. D-127 admeasuring 368 Sq.ft. built-up area on the 1st floor in the building known as 'SHANTA INDUSTRIAL ESTATE', situated at Plot No.2, Bhola Bhagwan Compound, I.B. Patel Road, Goregaon (East), Mumbai-400 063. The Shanta Industrial Premises Co-op. Society Ltd. was promoted, formed and registered under the Maharashtra State Co-operative Societies Act, 1960, under Registration No. MUM/W.P./GNL/1046 dated 12/04/2001 (hereinafter referred to as 'the said Society') and the Transferor herein has allotted five shares bearing Distinctive Nos. to (both inclusive) of the value of Rs.50/- each (hereinafter referred to as 'the said Shares') as evidenced by Share Certificate No.

(B) Now, the Transferor is a member of Shanta Industrial Premises Co-operative Ltd., Regn. No. MUM/W.P./GNL/1046 dated 12/04/2001 (hereinafter referred to as 'the said Society') and as such member the 'TRANSFEROR' hold five shares of the face value of Rs.50/- (Rupees Fifty only) bearing Nos. to (hereinafter referred to as the said five shares) and incidental to his membership and holding of the said five shares the Transferor is allotted and is entitled to occupy an Industrial Unit being Unit No. D-127 admeasuring 368 Sq.ft. built-up area on the 1st floor in the building known as 'Shanta Industrial Estate, situated at Plot No.2, Bhola Bhagwan Compound, I.B. Patel Road, Goregaon (East), Mumbai-400 063 (hereinafter referred to as



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said 'Industrial Unit').

(C) The Transferor have paid to the said Society a sum of Rs.250/- as his subscription towards the Share Capital of the said Society and Rs.10/- as Entrance fee.

(D) The Transferor has agreed to transfer to the Transferee his rights, title and interest in the said Society including the benefits of his membership of the said Society, the said five shares and incidental thereto the allotment of the said Industrial unit of the Society for the consideration and upon the terms and conditions hereinafter set out.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. That in consideration of Rs.4,91,000/- (Rupees Four Lacs Ninety One Thousand only) (inclusive of price of the said Industrial Unit, Share money, Sinking Fund and all the accounts standing to the credit in the name of the Transferor in accounts of the said Society) to be paid by the Transferee to the Transferor, the Transferor hereby agrees to transfer and Transferee hereby agree to acquire, the Transferor's rights, title and interest in the said Society including the said five shares of the said Society as also right of occupation of the said Industrial Unit free from any lien or any encumbrances. The Transferee shall pay to the Transferor the said consideration on or before the execution hereof.

2. The Transferee has paid to the Transferor a sum of Rs.4,91,000/- (Rupees Four Lacs Ninety One Thousand only)

*[Handwritten signature]*

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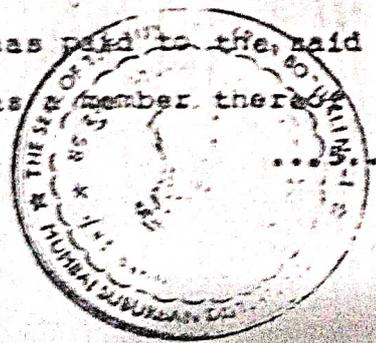
is and by way of full and final consideration on or before execution of this Agreement. The Transferor hereby acknowledge and admit the receipt thereof and release, acquit and discharge the Transferee therefrom and every part thereof.

The Transferor do hereby covenant with the Transferee that notwithstanding any act, deed, matter or thing whatsoever by the Transferor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made done, committed, omitted or knowingly suffered to the contrary the Transferor now have in himself good right, full power and absolute authority to enter into the foregoing Agreement to transfer his said rights, title and interest in the said Society upto and to the use of the Transferee in the manner aforesaid and further that He, the Transferor and all the members or persons having or lawfully or equitably claiming any interest into, upon or in trust for the Transferor, shall and will from time to time and at all times hereafter at the request and cost of the Transferee do all other acts, deeds, matters and things whatsoever for the better and more particularly transferring the said right, title and interest of the Transferor in the said Society to the Transferee in the manner aforesaid as the Transferee, his heirs, executors, administrators, assigns or counsel in law shall reasonably require.

4. The Transferor declare that he has paid to the said Society all the dues payable by him as member thereof

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and as the holders of the said five shares and as allottee of the said Industrial Unit till the date hereof as per the rules and regulations of the said Society and the Transferee shall be liable to pay to the said Society its dues from the date hereof.

5. The Transferor hereby declare that he had not assigned, dealt with, disposed off or otherwise alienated in any manner whatsoever their said rights, title and interest in the said Society have as herein provided.

6. The Transferor doth hereby further covenant with the Transferee that the Transferor shall from time to time and at all times whenever called upon by the Transferee or his Advocate or Attorney, do and execute or cause to be done and executed all such acts, deeds & things whatsoever for more perfectly assigning the interest of the Transferee in the said Industrial Unit agreed to be transferred as shall or may be reasonably required.

7. It is hereby agreed that transfer charges in respect of the said Industrial Unit shall be borne by the Transferor and Transferee equally. However, the Stamp Duty and Registration charges on this agreement will be borne by the Transferee alone. Previous stamp duty or any registration dues will be payable by Transferor.

8. Against the payment of Rs.4,91,000/- (Rupees Four Lacs Ninety One Thousand only) being the full and final consideration paid to the Transferor, the Transferor has handed over to the Transferee the quiet and peaceful possession of the said Industrial Unit.



18/8

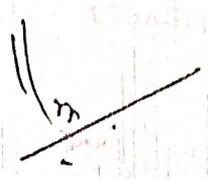
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६००	६
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SCHEDULE OF THE PROPERTY

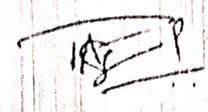
UNIT No. D-127, on 1st floor, admeasuring 368 Sq.ft. built-up area in the building known as "Shanta Industrial Estate" situated at Plot No.2, Bhola Bhagwan Estate, I.B. Patel Road, Goregaon (E), Mumbai-400 063, Village Pahadi constructed on all that piece or parcel of land bearing C.T.S. No. 523-B & 527-B, Survey No.120, H.No. 6 (Part), Survey No. 122 (Part), S.No. 123 (P), S.No. 124 of Village Pahadi, Taluka Borivli, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and more particularly described in the said agreement for sale dated 1st November, 1993. The year of construction of the Industrial Estate referred herein is 1993

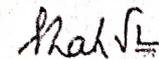
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the )  
withinnamed "TRANSFEROR" )  
Shri KAILASH BHIMSEN LAKHANI, )  
in the presence of..... )  
..... )



SIGNED AND DELIVERED by the )  
withinnamed "TRANSFeree" Shri )  
RAJEEV MOTILAL AGARWAL, in )  
the presence of..... )



1. 
- 2.



प्लॉट-२
कोट ६
२००२

11/10/2002

दुय्यम निवाका

दस्त गोपवारा भाग-1

पदर 2

दस्त क्र 6090/2002

दस्ता क्रमांक : 6090/2002

दस्ताचा प्रकार : कारागार

अनु क्र. पदवारा भाग व पदा

पदाकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठरा

1) पदा कारागार व ( 1) पदा वी 5/102

पदाकाराचे नाव  
पिताचे नाव  
विवरण  
पदाकाराचा कारागार  
पदाकाराचा कारागार  
पदाकाराचा कारागार  
पदाकाराचा कारागार

विद्युत ठेपार

वय 30

पती

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5479 / 1001



2) पदा कारागार व ( 1) पदा वी 5/102

पदाकाराचे नाव  
पिताचे नाव  
विवरण  
पदाकाराचा कारागार  
पदाकाराचा कारागार  
पदाकाराचा कारागार

विद्युत ठेपार

वय 52

पती

*[Handwritten signature]*

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पदर-२  
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दस्ता क्र. [पदर 2-6090-2002] चा गोपवारा  
वाजार मूल्या 861840 गोपवारा 491000 भरलेले मुद्रांक रू. 86200

दस्ता हजर केल्याचा दिनांक : 11/10/2002 04:53 PM  
निष्पादनाचा दिनांक : 11/10/2002  
दस्ता हजर करणाऱ्याची सही :

पावली क्र. 5479 दिनांक 11/10/2002  
पावलीचे नमून  
नांव: राजीव भाटीवाल प्रयोजन

8620 नादणी पट  
280 एकक (अ. 11(1)), पुराणनामी नकल  
(अ. 11(2)),  
रुजवात (अ. 12) व प्रावर्तिकाण (अ. 13) ->  
एकीकृत पट

8900: ए.क.न.

डु. निवेदकाची सही: राजीव भाटीवाल (माझाड)

दस्ताचा प्रकार : 25) कायारनामा

- तिथिका क्र. 1 ची वेळ : (सादरीकरण) 11/10/2002 04:53 PM
- तिथिका क्र. 2 ची वेळ : (पी) 11/10/2002 04:56 PM
- तिथिका क्र. 3 ची वेळ : (कयुली) 11/10/2002 04:56 PM
- तिथिका क्र. 4 ची वेळ : (ओळख) 11/10/2002 04:57 PM

दस्ता नांव केल्याचा दिनांक : 11/10/2002 04:57 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणाऱ्यांना व्यक्तींशी ओळखतात.

या ह्यांची ओळख पटवितात.

1) विजय एम शाह ,घर/प्लॉट नं: 

गल्ली/रस्ता: भाग्यदास रोड

हजारतीचे नाव:

हजारत नं: -

पट/परसाहत: -

शहर/गाव: अंधेरी पू

तालुका: -

पिन: 69

2) भावेश के दाशी ,घर/प्लॉट नं: 

गल्ली/रस्ता: भाग्यदास रोड

हजारतीचे नाव:

हजारत नं: -

पट/परसाहत: -

शहर/गाव: अंधेरी पू

तालुका:

पिन: 69

पदर-२
६०९० १३
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डु. निवेदकाची सही  
राजीव भाटीवाल (माझाड)  
हुंभई अंधेरी पुरवा

प्रमाणित  
दस्तासक ९३

सहा. डु. निवेदकाची सही: राजीव भाटीवाल  
हुंभई अंधेरी पुरवा

पुस्तक क्रमांक ? क्रमांक ४२  
ना.क्र. ९९१९०१८  
दिनांक :

सहा. डु. निवेदकाची सही: राजीव भाटीवाल  
हुंभई अंधेरी पुरवा



original seen



महानगर टेलीफोन निगम लिमिटेड, मुंबई  
**MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI.**

दैनिकीय बिल पत्रक / Telephone Bill Foli



उपपत्रिका क्रमांक C.A. No.	बिल क्रमांक Bill No.	दिनांक Bill Date	दिनांक तक भुगतान करे Due Date	दूरभाष क्रमांक Telephone No.	देय राशि Amount Payable
2081400387	2060490558	03/06/2004	29/08/2004	26859032	3671.00

Name and Address **3302** **PLAN 160 INTRODUCED**

KALIBER WRITING INSTRUM  
 FLT SHOPS AMIN COMPD  
 338 SONAWALA CR RD NO 2  
 GOREGAON  
 MUMBAI-400063

Rent Rs. 160/- only per month  
 both incoming and outgoing available  
 conditions apply.

Category : NON-OYT GENERAL Tariff plan : MTNL Economy Page No : 1 of 1

पिछला मीटर रीडिंग Previous Meter Reading	वर्तमान मीटर रीडिंग Current Meter Reading	मीटर की गई कॉल Metered Calls	डेबिट कॉल Debit Calls	क्रेडिट कॉल Credit Calls	निःशुल्क कॉल Free Calls	निःशुल्क परमर्त कॉल Net Chargeable Calls
3662 01/04/2004	6789 31/05/2004	2927	0	0	120	2807

Essory Rent Details :

Y desc.	Accty_id	Extra	From	To dt	Amount
CALL TRANSFER	1	0	01/05	30/06	0.00

Details of Payments received after last bill :

BillDate	BillAmt	DueDate	PaidDate	PaidAmt
08/04/2004	3130.00	28/04/2004	08/05/2004	3200.00

वैशेष शुल्क / Accessory Charges	3175.40
किराया / Rental ( 01/04/2004 to 31/05/2004 )	500.00
अन्तर्देशीय कॉल / Trunk Calls - Overseas	0.00
अन्तर्देशीय कॉल / Trunk Calls - Inland	0.00
फोनोग्राम / Phonograms	0.00
अन्य शुल्क / Accessory Charges	0.00
जमा / Debits	0.00
सेवा कर / Service Tax @ 8%	294.11
क्रेडिट / Credits	0.00
इस दिनांक तक भुगतान की जाने वाली राशि Amount Payable upto due date	3671.00
दस दिनांक के बाद एक महीने तक भुगतान की जाने वाली राशि Amount payable upto 1 month from due date	4071.00
दस दिनांक के बाद एक महीने के बाद भुगतान की जाने वाली राशि Amount payable after 1 month from due date	4171.00

paid  
 TG 3154  
 81714

"Please visit billing section on the MTNL web site <http://mumbai.mtnl.net.in> and register yourself for receiving bills by email. You will receive an e-bill in addition to the normal bill delivered by post."

\*\*\*\*\*End of Bill\*\*\*\*\*  
 E. & O.E.

*(Signature)*  
 वरिष्ठ लेखा अधिकारी सी.एम.एम.एम ( पश्चिम-2 )  
 SENIOR ACCOUNTS OFFICER(CSMS)-WEST-2

Please make your payments before 29/06/2004 to avoid inconvenience.  
 SERVICE TAX REGISTRATION NO. - "AAACH0328ST001"  
 CONSOLIDATED STAMP DUTY PAID BY ORDER NO. MUMRANK0415/745/CR143/01 dated 20-07-2004.  
 "PHONEPLUS FACILITIES FREE TO ALL NON CONCESSIONAL CUSTOMERS FROM 01/06/04."  
 For any queries contact AOTR(GKD), Liason Section, Tel No 2640 3300  
 AOTR(GKD), M.T.N.L., Rajanigandha Shopping Complex, Golikhadm, Goregaon(E), Mumbai - 400 063

REGD. OFFICE, JEVAN BHAI, OVERHEAD FLOOR, 124, COMNAUGH CIRCUS, NEW DELHI-110011

29/12/1951

Original copy  


# AGREEMENT FOR SALE

## SHANTA INDUSTRIAL ESTATE

Industrial Chemical & Mineral Industries

Plot No. 2, Bhala Bhagwan Estate, I. B. Patel Road,  
Goregaon (East), BOMBAY - 400 063.

B.M.R.D.A.  
BANDRA

4524722/18-5/95  
Receipt No. AS 4/29124/95  
GENERAL STAMP OFFICE  
Bombay.



RECEIVED from Lakhani Kailash  
the Stamp duty Rupees 56850/-  
fifty-six thousand eight hundred  
CERTIFIED under Sec. 41 of the Bombay fifty only  
Stamp Act, 1958, that the proper Stamp duty  
Rupees 56800/- fifty-six  
thousand six hundred only  
Rupees 250/- two hundred  
fifty only have been paid in respect  
of the instrument.

[Signature]  
COLLECTOR 1995



AGREEMENT

THIS AGREEMENT made and entered into at Bombay on this 19th  
day of FEBRUARY in the Christian Year One Thousand Nine Hundred  
Ninety FOUR BETWEEN MESSRS INDUSTRIAL CHEMICAL & MINERALS  
INDUSTRIES, a partnership firm registered under the provisions of  
Indian Parntership Act 1932 and having their address at Plot No.2,  
Bhola Bhagwan Estate, I. B. Patel Road, Goregaon (East), Bombay  
400063, hereinafter referred to as 'THE PROMOTERS' (which expression  
shall unless it be repugnant to the context or meaning thereof deemed  
to mean and include the present partners for the time being  
constituting the firm, survivors or survivor of them, their heirs,  
legal representatives, executors, administrators and assigns) of THE

FIRST PART: AND MR. /Mrs. /Messrs LAKHANI KALPANA KAILASH DIRECTOR  
MR LAKHANI KAILASH BHIMSEN - MANAGING DIRECTOR

MS GLOBE GASEQUIPMENTS IND PVT LTD of Bombay Indian inhabitant, residing  
carrying on business at FLAT No 5 'C' WING, 3RD FLOOR,  
JULIES WADI, I.P.N. ROAD No 5, GOREGAON (E) BOMBAY 400063.

hereinafter called Gala/Unit purchaser (which expression shall unless  
it be repugnant to the context or meaning thereof deemed to mean and  
include his/her/their heirs, executors and administrators) of the  
OTHER PART :

[Signature]

WHEREAS :

by an indenture of lease dated the 28th day of August 1971, made between Madanlal Jaikisondas Vakharia (therein referred to as 'The lessor') of the one part and Bhagwanji Kanjibhai Mistry (therein referred to as 'the lessee') of the other part, registered with the Sub-Registrar of assurances at Bombay under Sr. No. 3766 of 30th August 1971, the said Madanlal Jaikisondas Vakharia did for the consideration therein mentioned demise unto the said Bhagwanji Kanjibhai Mistry all that pieces or parcel of land admeasuring 27190 sq.yards equivalent to 22734 sq.mtrs or thereabouts with the buildings and structures therein bearing Survey No.120 Hissa No.6 (p) S.No. 122 (P), S.No. 123 (P) and S. No. 124 (P) situate at Pahadi Village, Goregaon in Greater Bombay in the registration Sub-district and district of Bombay City and Bombay suburban and more particularly described in the first schedule written hereunder for the tenure of 97 years from 28th August 1971 subject to the payment of monthly rent thereby recovered and the performance and observance of the covenants and conditions contained therein;

In pursuance of one of the terms and conditions of the said lease agreement that the said Bhagwanji Kanjibhai Mistry should have the option to purchase the revisionary rights in the demised premises as set out therein;

By a sub-lease dated the 30th day of August 1971 made between Shri Bhagwanji Kanjibhai Mistry (therein referred to as 'the sub-lessor') on the one hand and the promoters herein (therein referred to as the sub-lessee') of the other part and lodged for registration with the sub-registrar of assurance at Bandra under Serial No.1433 of Book No.1 of 1971 on 30th day of August 1971 for the consideration therein mentioned and sub-demised to the promoters a piece or parcel of vacant land admeasuring 5133 sq.yards equivalent to 4232 sq.mtrs. or thereabouts being a portion of the land comprised in demised by

*(Signature)*  
Patel

aid lease and more particularly described in the second schedule hereunder written for the term of ninety six years from the 30th day of August 1971 at the rate and on the terms and conditions contained herein with a right that the promoters should have the option to purchase the above premises.

Some disputes had arisen between the said Madanlal Jaikisondas Vakharia and the said Bhagwanji Kanjibhai Mistry, who had not paid the rent for the considerable period;

The said Madanlal Jaikisondas Vakharia was constrained to file a suit of ejectment being R.A.E. & R. Suit No. 1542/5399 of 1980 in the Small causes court at Bombay,

The said Madanlal J. Vakharia expired during the pendency of the suit and his heirs were brought on record in the said suit;

The said Bhagwanji Kanjibhai Mistry paid all the arrears of rent and the said suit was settled;

By an agreement of sale dated 16th day of December 1985, between Atul Madanlal Vakharia as Karta and Manager of J.L. Vakharia HUF (therein referred to as 'the Vendor') of the one part and the said Bhagwanji Kanjibhai Mistry (therein referred to as the Purchaser) of the other part, the vendor agreed to sell to the purchaser and the purchaser agreed to purchase from the vendor the reversion and inheritance in fee simple of the premises comprised in and demised by the said lease of 28th August 1971 at or for the price stated therein;

The promoters signified to the said Shri Bhagwanji Kanjibhai Mistry their desire to purchase the reversion and inheritance of the demised premises comprised in the said sub-lease and described in

Patel

Bhagwanji Kanjibhai Mistry

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The promoters shall construct the said building/s consisting of ground plus 2 (Two) upper floors on the said land in accordance with the plans, designs and specifications approved by the Municipal Corporation of Greater Bombay and which have been and approved by the Unit purchaser with only such variation and modifications as the Promoters may consider necessary or as may be required by the Municipal Corporation of Greater Bombay;

PROVIDED that the promoters shall have to obtain prior consent in writing to the Unit purchaser in respect of such variations or modifications which may adversely affect the unit of the purchaser.

2. The Unit purchaser hereby agrees to purchase from the promoters and the promoters hereby agree to sell to the Unit No. 127 of the type SUPER BUILD UP of area admeasuring 487 sq. feet. (which is inclusive of balconies on FIRST floor) as shown in the floor plan thereof hereto annexed and marked annexure 'C') bearing Unit No. 127 in the — building for the price of Rs. 4,44,500/- including Rs. — being the proportionate price of the common areas and facilities/limited common area and facilities which are more particularly described in the plan annexed herewith. The unit purchaser hereby agrees to pay to the promoters the balance amount of Purchase price Rs. 44,500/- (Rupees fourly four thousand five hundred only) having been paid to the promoters on or before the execution of this agreement in the following manner :

- i) 10 percent on plinth
- ii) 20 percent on slab
- iii) 7 percent on walling
- iv) 10 percent on doors and windows

*[Handwritten signatures and stamps]*



and marketable title on the execution of a conveyance of the said land by the promoters in favour of the said society/limited company.

6. The Unit purchaser agrees to pay to the promoter interest at nine percent per annum on all amounts which become due and payable by the unit purchasers to the promoter under the terms of this agreement from the date the said amount is payable by the unit purchaser to the promoters.

7. On the unit purchaser committing default in payment on due date of any amount due and payable by the unit purchaser to the promoters under this agreement (including his/her proportionate share of taxes levied by Municipal Corporation of Greater Bombay and other outgoings) and on the unit purchaser committing breach of any of the terms and conditions herein contained the promoters shall be entitled at their own option to terminate this agreement;

PROVIDED always that Power of termination herein before contained shall not be exercised unless and until the promoters shall have given to the unit purchaser fifteen days prior notice in writing of their intention to terminate his agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default which shall have made by the unit purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice;

PROVIDED further that upon termination of this agreement as aforesaid the promoters shall refund to the unit purchaser the instalment of sale price of the unit which may till then have been paid by the unit purchaser to the promoters but the promoters shall not be liable to pay to the unit purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the promoters, the promoters shall be at liberty

Any delay contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit or of the said plot and building or any part thereof. The unit purchaser shall have no claim save and except in respect of the unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the promoters until the said land and building is transferred to the Society/Limited Company as hereinbefore mentioned.

21. Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms of this Agreement or any forbearance or giving of time to the unit purchaser by the Promoters shall not be constructed as a waiver on the part of the promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the unit purchaser nor shall the same in any manner prejudice the rights of the promoters.

22. All notices to be served on the unit purchaser as Contemplated by this Agreement shall be deemed to have been duly served if sent to the unit purchaser, by Registered Post A.D./under certificate of posting at his/her addressed specified below :

Kailash Lakshmi & Karpana K Lakshmi, M.D & DIRECTOR,

GLOBE GAS EQUIPMENTS INDIA PVT LTD

FLAT NO. 6, 3<sup>rd</sup> FLOOR, C WING, JULIESWADI, JPN ROAD NO. 5

BOREGAON (E)

23. The building shall always be known as 'SHANTA' Industrial Estate' and the name of the Industrial Premises Society or Limited Company to be formed shall bear the name \_\_\_\_\_ if any, this name shall not be changed without the written permission of the promoters.

APatel

Milankar

development plan having the area of 1918 sq.yards and bounded as follows i.e. to say on or towards the East by land bearing Survey No.120/6 (Part) and Survey No.123 (Part) belonging to the Small Industries Co-op. Estate Limited on or towards the west by survey No.124 (Part) belonging to Haridas Govardhandas Senawala on or towards the South by a Nalla and on or towards North by Ishwarbhai Patel Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL these pieces of parcels of lands or ground alongwith structures standing on plot No.2 situate lying and being at Villages Pahadi, Goregaon, Greater Bombay in the Registration sub-district, Bombay, District Bombay Suburban containing, by admeasurement 5133 sq.yards i.e. 4522 sq.mtrs. bearing S.No.120 Hissa No.6 (Part), Survey No.122 (Part) 122 (Part) Survey No.123 (Part) bearing CTS No. 23B and 257B and bounded as follows, that is to say :

On or towards the East by the property belonging to Small Industries Co-op. Estate Ltd.; On or towards the West by 33' wide road; On or towards the North by Sub-Plot No.1; On or towards the South by partly by lands for Jogi Gems and the partly by sub plot No.3.

CP Patel

W. Karbhari  
 11/2/54

Ministry of Education  
Industrial Chemicals &  
General Industries in the  
Province of ...

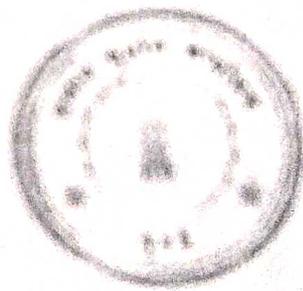
Ministry of Education  
Nizam A. Patel

*[Handwritten signature]*  
N. Patel

Subject: ...  
to the ...  
Director ...  
of the ...

*[Handwritten signature]*  
Nizam A. Patel

Amount of ...  
Rs. 4,50,000.00  
...  
...



Rs. 4,50,000.00

...

Ministry of Education, Chemicals & Minerals & Industries

Nizam A. Patel

*[Handwritten signature]*  
N. Patel

BHARAT R. ZAVERI  
B.Com.LL.B.  
Advocate High Court

Tel : 672 0385

2, Purnima, Gr. Floor,  
36/37, Srinagar Colony,  
Off. M.G. Road,  
Goregaon (West)  
Bombay 400 062.

TO WHOMSOEVER IT MAY CONCERN

CERTIFICATE OF TITLE

Ref : Plot of land being No.2 admeasuring about 4252 sq.mtrs,  
equivalent to 5133 sq. yards of layout being S.No.20 Hissa No.6  
(Part) S.No.122 (p) S.No.123 (p) and CTS as 523B and 527B  
lying, being and situate at Village Pahadi, Goregaon East,  
Greater Bombay, In the Registration sub-District Bombay,  
District Bombay Suburban

and

Ref : Deed of conveyance dated 31st October 1991 executed between  
Bhagwanji Kanji Mistry and Messrs. Industrial Chemical and  
Mineral Industries.

\*\*\*\*\*

The title of the above referred plot of land has been investigated by  
me at the instance of Messrs Industrial Chemical and Mineral  
Industries and in my opinion the same is marketable and free from any  
encumbrances.

Dated this 25th day of May 1992.

Sd/-

(Bharat R. Zaveri)

Advocate

PROPOSED SERVICE INDUSTRIAL  
 BLDG ON PLOT No. 2 OF LAYOUT  
 S. No. 120, H. No. 6 (PT), S. No. 122  
 H. No. 2 (PT), S. No. 123 (PT) &  
 S. No. 124 (PT) OF VILLAGE  
 PAHADI, GOREGAON (E.),  
 BOMBAY.

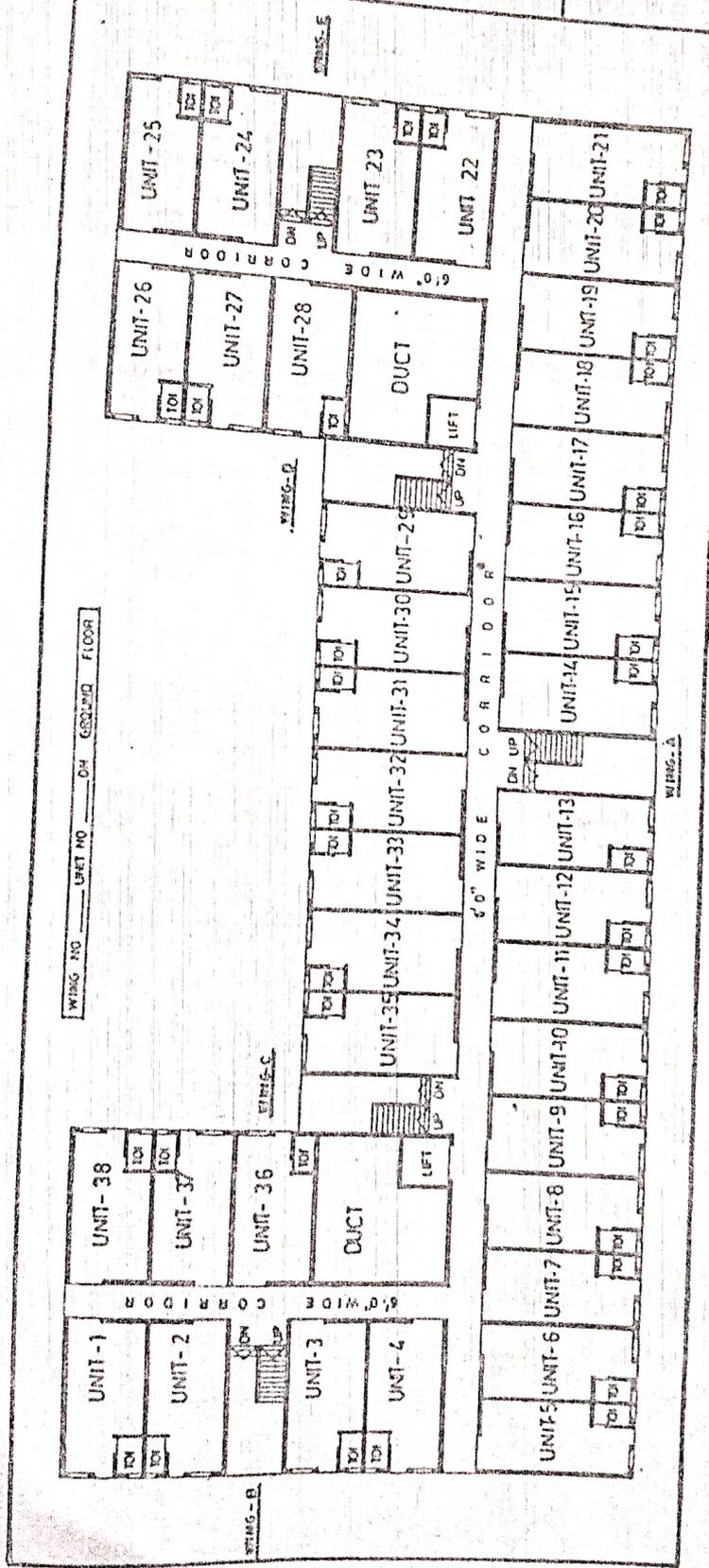
GROUND FLOOR PLAN

SCALE 1/8" = 1'-0"

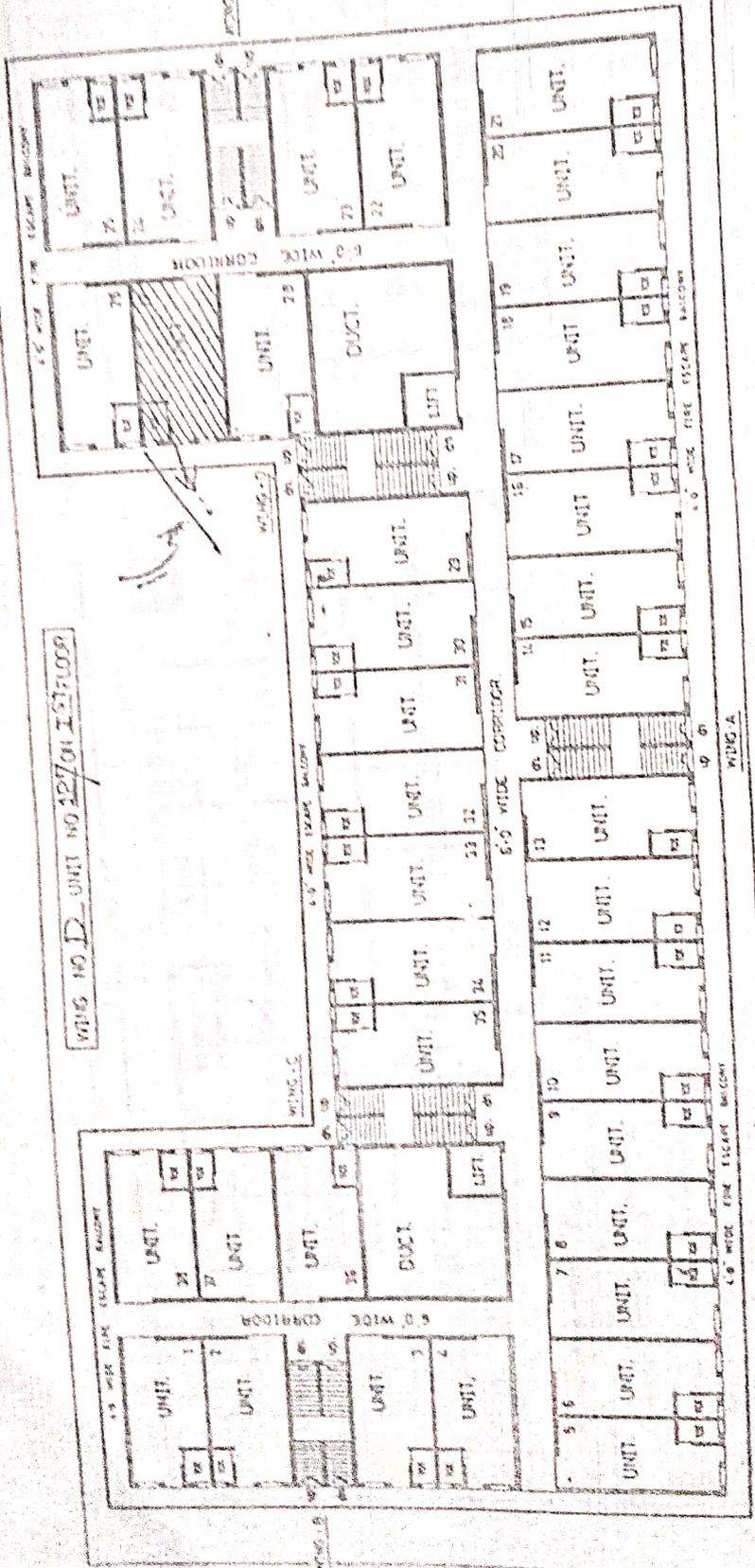


BIPIN S. BAROT.

(REGISTERED)  
 DELPANA CONSULTANT PVT LTD,  
 25, LUDHIAN GANJE BLDG,  
 ENDERBY SAHAKAR MARG,  
 FORT, BOMBAY 400073



*Handwritten signature*  
 C/Patel



WING NO. D UNIT NO 127 ON 1ST FLOOR

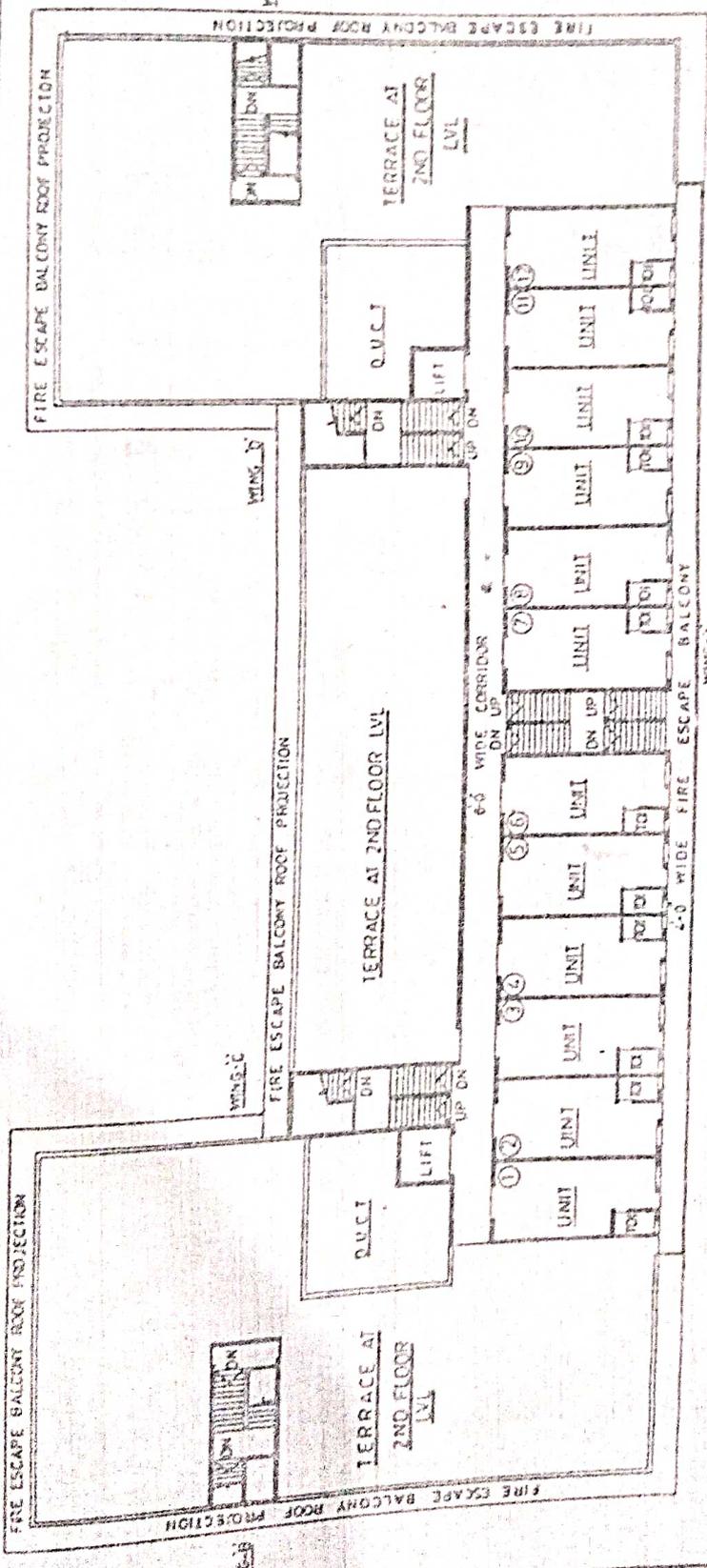
PROPOSED SERVICE INDUSTRIAL BUILDING ON PLOT NO. 2 OF LAYOUT S. NO. 123, H. NO. 5 (FT) S. NO. 123 (FT) & S. NO. 124 (FT) OF VILLAGE PARAJI, SOREGAON (EAST), BOMBAY.

TYPICAL FLOOR PLAN  
 SCALE 1:100



BIPIN S. BAROT. (DIRECTOR)  
 KALPANA CONSULTANTS PVT. LTD.  
 18 UNDER BAKE BUILDING,  
 BOMBAY SAMACHAR MARG,  
 FORT, BOMBAY - 400 011.

WING NO. ... ON ... FLOOR



SECOND FLOOR PLAN  
SCALE 1:180

PROPOSED SERVICE INDUSTRIAL  
BUILDING ON PLOT NO. 2 BEADING  
CIS NO. 571 B & 571 C, SINGAPORE  
HNO. 875, 876, 877, 878, 879, 880, 881  
882 & 883, 884, 885, 886, 887, 888, 889  
890, 891, 892, 893, 894, 895, 896, 897, 898, 899  
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