

(वि.नि. नमुना क्र) (Fin R. Form No.1)

CASE NO. :

COUNTER CODE

15/05/97

RECEIPT NO.:

39

मूळ प्रत

ORIGINAL COPY

(अहस्तावर्णीय)

(NOT TRANSFERABLE)

शासनास केलेल्या प्रदानाची पावती

RECEIPT FOR PAYMENT TO GOVERNMENT

DELIVERED

ठिकाण/Place MUMBAI

दिनांक / Date 15/05/97

Received from

SHRI PREM SINGH/FATEH SINGH LAMBA यांच्याकडून/

₹./Rs 118750.00 रुपये / Rupees
and Seven Hundred Fifty Only

One Lakh Eighteen Thous -

DELIVERED

On account of 102-(II)

याकरिता निकाले

mode of Payment: DD NO: 408592
CANARA BANK (CAB) CANARA BANK (CAB)
ADJUSTED ON : 15/05/97

400015000

रोखपाल व लेखापाल

Cashier or Accountant

(सही/Signature) of Stamp
(पदनाम / Designation)

day of May

JAMASP MADON (2) MR. JAMASP JAL

MADON, Adults, Indian Inhabitants, residents of Flat No. 68 on the 6th Floor of

"C II" wing of the Building known as "Karma Kshetra" situated at S.S.S. Nagar,

Near Shanmukhananda Hall, Comrade Harbanslal Marg, Sion Koliwada, Mumbai

400 037, hereinafter called and referred to as the "TRANSFERORS/ VENDORS"

(Which expression shall, unless it be repugnant to the context or meaning thereof,

mean and include their respective legal heirs, executors and administrators) of the

ONE PART AND (1) SHRI. PREM SINGH FATEH SINGH LAMBA (2) SMT.

G.K. Saha

Signature

General Stamp Office
Bombay
PBIA919
0011



MAHARASHTRA
Rs. 0050
PBIA919 SPECIAL ADHESIVE

S. V. Tembulkar,
Proper Officer,
General Stamp Office, Mumbai

General Stamp Office
Bombay
PBIA917
0040

GOVERNMENT OF MAHARASHTRA
15.5.97
STAMP DUTY

MAHARASHTRA
INDIA
Rs. 118700
PBIA917 SPECIAL ADHESIVE

18,750/-
13,118700

[Signature]
S. V. Tembulkar,
Proper Officer,
General Stamp Office, Mumbai.

SALE AGREEMENT

This Agreement is made and entered into at Mumbai on this 16th day of June, 1997, BETWEEN (1) MRS. DINO JAMASP MADON (2) MR. JAMASP JAL MADON, Adults, Indian Inhabitants, residents of Flat No. 68 on the 6th Floor of "C II" wing of the Building known as "Karma Kshetra" situated at S.S.S. Nagar, Near Shanmukhananda Hall, Comrade Harbanslal Marg, Sion Koliwada, Mumbai 400 037, hereinafter called and referred to as the "TRANSFERORS/ VENDORS" (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective legal heirs, executors and administrators) of the ONE PART AND (1) SHRI. PREM SINGH FATEH SINGH LAMBA (2) SMT.

General Stamp Office
Bombay
PBIA919
0011

GOVERNMENT OF MAHARASHTRA
15.5.97
STAMP DUTY
Rs. 10050
PBIA919 SPECIAL ADHESIVE

[Signature]
G.K.
JLamba

[Signature]
Khadar
jgm

[Signature]
S. V. Tembulkar,
Proper Officer,
General Stamp Office, Mumbai.

GURMEET KAUR W/O PREM SINGH LAMBA & (3) SHRI. JITENDER SINGH PREM SINGH LAMBA, Sikh adults, Indian inhabitants, residents of A-53, Highway Apartment, Sion (E), Mumbai 400 022, hereinafter called and referred to as "TRANSFEREES/ PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, executors, administrators and assigns) OF THE OTHER PART;

WHEREAS (1) Mrs. Dinoo Jamasp Madon and (2) Mr. Jamasp Jal Madon are the Owners of the Flat No. 68 on the 6th Floor of "C II" wing of the Building known as "Karma Kshetra" situated at S.S.S. Nagar, Near Shanmukhananda Hall, Comrade Harbanslal Marg, Sion Koliwada, Mumbai 400 037, admeasuring about 805 sq.ft. Built-up area or thereabouts (hereinafter for the sake of brevity called and referred to as "the said Flat" for brevity's sake).

AND WHEREAS the Vendors herein, had purchased the said Flat No. 68 vide Agreement for Sale dated 26th day of October 1993 from MESSRS. KALPATARU (INDO SAIGON) CONSTRUCTIONS PRIVATE LIMITED, a Company duly incorporated under the Companies Act I of 1956 and having its Registered office at 111, Maker Chambers IV, Nariman Point, Bombay 400 021, (hereinafter called and referred to as "THE BUILDERS").

AND WHEREAS a Society is under formation by residents of the said Building, the said proposed Society has not yet issued the Share Certificate/s, Shares to the owners of the Flats in the said Building, who are members of the Society (hereinafter called and referred to as the "said Society").

AND WHEREAS (1) Mrs. Dinoo Jamasp Madon and (2) Mr. Jamasp Jal Madon are legally and lawfully entitled to their rights as members of the said Society and they are also entitled to own/ hold the unissued Shares and the Share Certificate of the said Society (hereinafter called and referred to as the "said unissued Shares" and the "said unissued Share Certificate" respectively) which is coupled with the right of use, occupation and possession and the right to hold on ownership basis, the said Flat No. 68 on the 6th Floor of "C II" wing of the

[Handwritten signature]

[Handwritten signature]

Building known as "Karma Kshetra" situated at S.S.S. Nagar, Near Shanmukhananda Hall, Comrade Harbanslal Marg, Sion Koliwada, Mumbai 400 037.

AND WHEREAS the Vendors are seized and possessed of and otherwise well and sufficiently entitled to the said Flat there being no lien, encumbrances, mortgage, hypothecation or any other liability by whatever name called and of any nature whatsoever on the aforesaid Flat, and all rights for selling, disposing off and/or dealing with the same in any manner they may so desire are subsisting with the Vendors and they have not parted with the same.

AND WHEREAS the Vendors herein have represented to the Purchasers that they have not availed of loan facility from any authorities or taken any deposit or advances from any third person whatsoever in respect of the said Flat No. 68 and/ or in respect of all the rights incidental to and arising out of the said Agreement for Sale dated 26.10.93.

AND WHEREAS the Vendors have not done or omitted to do any act, deed or thing whereby their rights to sell, transfer, convey and assign the said Flat No. 68 is adversely affected and all the rights for selling, transferring, conveying and assigning the said Flat No. 68 are subsisting solely with the Vendors herein.

AND WHEREAS the Vendors are interested in disposing of the said Flat No. 68 and have been approached by the Party of the Other part to buy, acquire or purchase from them the said Flat at a price and on terms and conditions hereinafter appearing.

AND WHEREAS the Purchasers have considered the proposal of the Vendors and the Purchasers have agreed to acquire, purchase or buy and the Vendors have agreed to sell, transfer, convey and assign all their Ownership/ possessory rights, title and interests in the aforesaid Flat No. 68 to the Party of the other Part.

G.K.
B
S.A.M.B.A.

Kohmado
J.P.

AND WHEREAS the parties herein have agreed and consented to certain terms and conditions, which they are desirous of reducing herein to writing, in order to govern their this particular transaction.

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

1. The "VENDORS" have sold, transferred, conveyed, assigned, released and assured unto the "PURCHASERS", and the "PURCHASERS" have bought, purchased and acquired from the "VENDORS" ;

(i) all their beneficial right, title and interest arising out of the said Agreement for Sale dated 26th day of October, 1993, along with their right to use, occupy, own and possess the said Flat No. 68, on the 6th floor of the "C II" wing in the building known as "Karma Kshetra" admeasuring 805 sq.ft built-up area, free from all encumbrances of whatsoever nature and

(ii) The beneficial right, title and interest of the "VENDORS" in all deposits lying to the credit of the "VENDORS" with the said Builders, Society and other competent Authorities;

at or for the total consideration or price of Rs. 20,00,000/- (RUPEES TWENTY LAKHS ONLY) paid by the "PURCHASERS" to the "VENDORS", on or before the execution of this Agreement.

2. THAT the Purchasers have paid to the Vendors the said sum of Rs. 20,00,000/- (RUPEES TWENTY LAKHS ONLY) being the total purchase price or price of Purchase as agreed aforesaid, as per the details in receipt annexed hereto and prior to the date of execution of these presents (the payment and receipt whereof the Vendors doth hereby admit and acknowledge and of and from the same and every part thereof doth forever acquit, release and discharge the Purchasers) and the Purchasers shall hereafter be entitled TO HAVE AND TO HOLD the said Flat No. 68 unto and to the use and benefit of the Purchasers and/or their assigns absolutely forever AND THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter upon, have, use, occupy, possess

G. K.
S. K. S. K.

[Handwritten signature]

and enjoy the said Flat No. 68 and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit eviction interruption claim or demand whatsoever from or by them the Vendors or their heirs or any of them or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them or any of them AND THAT the Vendors doth hereby for themselves or their heirs, executors and administrators covenant with the Purchasers that not withstanding any act, deed, matter or thing whatsoever by them the Vendors or any person or persons lawfully or equitably claiming by from, through, under or in trust for them, made done, committed or omitted or knowingly or willingly suffered to the contrary they the Vendors now hath in themselves good right, full power and absolute authority to grant convey transfer and assure the said flat hereby granted, released or assured or intended so to be unto and to the use of the Purchasers in manner aforesaid.

3. The Vendors have put the Purchasers in sole, exclusive and actual physical possession of the said vacant Flat No. 68 with all the fixtures and fittings therein and the Purchasers shall be fully entitled to the said Flat No. 68 free from all encumbrances and without any obstruction and interference from the Vendors and/ or any one claiming for and on their behalf and to use, enjoy and develop the same at their own costs and responsibilities.

4. The Vendors shall hand over all the available Original Documents of title in respect of the aforesaid Flat No. 68 to the Purchasers herein.

5. That the Vendors herein have assured the Purchasers that from the date of execution of these presents neither they nor any one on their behalf, or any of their legal representatives shall have any rights, title, interests in or over the said Flat No. 68 or any part or portion thereof.

6. The Vendors doth hereby grant their specific consent to the Purchasers herein to directly get the said unissued Shares/ Share Certificate transferred in the name of the Purchasers and/or to the name of their assigns, as they may so desire, in the records of the said Society and the Vendors and all persons having or

G.K.
S. Amba

ph
S. Amba

lawfully or equitably claiming any estate or interest whatsoever in the said Shares and the said Flat or any part thereof from under or in trust from the Vendors or their heirs or any of them, shall and will, from time to time and at all times hereafter at the request of the Purchasers and/or their assigns do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in law and in equity whatsoever for better and more perfectly assuring the said Flat and every part thereof unto and to the use of the Purchasers in manner aforesaid as the Purchasers, their heirs, executors, administrators or assigns or their counsels in law shall reasonably require.

7. That the Vendors have assured Purchasers that they have not heretofore in any way parted with their rights in respect of the said Flat No. 68 and also have not raised any loan or taken any advance from any financial Institutions or third person/s on the said Flat and that it is free from all encumbrances. Further, if any person/s or any competent authorities claim any amount/s from the Purchasers in respect of the abovesaid Flat then the Vendors herein shall solely clear the same without in any manner holding the Purchasers responsible for the same. Also further, the Vendors do hereby agree to keep the Purchasers freely and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendors well and sufficiently saved defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Vendors or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them.

8. The Vendors further assure and undertake to give all co-operation or witness at the request of the Purchasers herein and shall execute all documents and such further deeds and writings for better and more properly assuring, transferring and conveying their rights, title, interest and benefits in the said Flat No. 68 to the name of the Purchasers and /or their assigns. Also further, the Vendors shall apply for and procure from the authorities concerned their Income

B
G.K.
JLA BA

bp
jgm

Tax Clearance Certificate under the provisions of S. 230A of Income Tax Act, 1961 as required by the Registering and/or other Competent authorities.

9. That the Vendors have jointly specifically requested the Purchasers to make the payment of the entire consideration in favour of Mrs. Dinoo Jamasp Madon only who shall be the recipient of the same for herself and on behalf of her husband Mr. Jamasp Jal Madon who doth hereby admits of having requested and consented to the Purchasers making payment to her only.

10. The Vendors hereby specifically state that they have "No Objection" and do hereby give their full, free and specific consent for the Purchasers becoming members of the said Society and for the said Society directly issuing/ transferring the membership Shares and the Share Certificate in the name of the Purchasers and/ or their nominees or assigns.

11. That the Vendors herein have undertaken to clear all the municipal taxes, maintenance charges etc. of the Builder/ Society, municipal, water & electricity charges and any other outgoing or charges in respect of the said Flat No. 68 upto the date transfer of possession prior to execution of these presents herein, in favour of the Purchasers, whether or not ascertained/ demanded from the Vendors and hereafter the Purchasers shall be liable to bear and pay the same.

12. The sale of the said Flat shall include deposits, reserves and all credit balances in the name of the Vendors with the said Builders, Society and the deposits and credit balance with the Electricity Department for domestic or other power connections or pertaining to water connection. On completion of sale, said deposits, reserves, credit balance and benefits incidental to ownership of the said Flat No. 68 shall be transferred to the name of the Purchasers without any separate consent, permission or confirmation from the Vendors.

13. The Purchasers agree to bear and pay the Stamp duty, registration charges and all incidental expenses for registering this Sale Agreement with the Registrar/ Sub-Registrar of Assurances. However, the transfer charges payable to the

B
G. K.
Jambha

to pm
Jpr

builders/ Society or other Competent authorities by way of Donation or otherwise shall be borne by the Parties hereto in Equal Proportion.

14. That this agreement is subject to Mumbai jurisdiction only.

15. That each of the parties herein doth hereby declare that all the above terms and covenants are individually read by them.

IN WITNESS WHEREOF the parties aforesaid have set and subscribed their respective hands hereunto this day and year first hereinbove written.

SIGNED AND DELIVERED)

BY THE WITHINNAMED VENDORS)

(1) MRS. DINO JAMASP MADON)

) Dino Jamasp Madon

AND)

(2) MR. JAMASP JAL MADON)

) Jamasp Jal Madon

IN THE PRESENCE OF)

1. Shri Mandlal Thakkar
T.No: 73/1, S.S. Nagar, G.T.B. Nagar M-37
2. Shri Ramakrishna Agar
C 22 Crown's Colony G.T.B. Nagar M-37

Mandlal
Agar

SIGNED AND DELIVERED)

BY THE WITHINNAMED PURCHASERS)

(1) SHRI. PREM SINGH F. LAMBA)

) Prem Singh F. Lamba

(2) SMT. GURMEET KAUR W/O)

) Gurmeet Kaur.

PREM SINGH LAMBA)

) Gurmeet Kaur P. Lamba

AND)

(3) SHRI. JITENDER SINGH P. LAMBA)

) Jitender Singh P. Lamba

IN THE PRESENCE OF)

1. Shri Jaspal Oberoi
Block No: 7/2 R.No: 3, S.S. Nagar,
G.T.B. Nagar M-37
2. Shri H.V. Nichani
14/56, Prem Sadan, Sanku M.22

Jitender

Nichani

SCHEDULE OF PROPERTY

Flat No. 68 on the 6th Floor of "C II" wing of the Building known as "Karma Kshetra" situated at S.S.S. Nagar, Near Shanmukhananda Hall, Comrade Harbanslal Marg, Sion Koliwada, Mumbai 400 037, admeasuring about 805 sq.ft. Built-up area or thereabouts (hereinafter for the sake of brevity called and referred to as "the said Flat" for brevity's sake) on Land bearing Cadestral Survey No. 368, Scheme No. VI, Sion Matunga Estate of the Municipal Corporation of Greater Bombay {in Municipal Ward F-North (5)} and bounded as follows, that is to say,

On or towards the East : Partly by 78 feet road and Partly by Central Government Staff Colony

On or towards the West : by 40 feet wide Comrade Harbanslal Marg,

On or towards the North : by 120 feet wide Proposed Road,

On or towards the South : by Central Railway Harbour Lines.

S
G.K.
S. K. Bhat

K. M.
S. K. Bhat


RECEIPT

This is to record and confirm that we, the withinnamed Vendors, have received from the Purchasers, (1) SHRI. PREM SINGH FATEH SINGH LAMBA, (2) SMT. GURMEET KAUR W/O PREM SINGH LAMBA AND (3) SHRI. JITENDER SINGH PREM SINGH LAMBA, the sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) as and by way of full and final consideration for sale, transfer and assignment of all our rights, title, interests and benefits in the said unissued membership Shares alongwith all our beneficial rights, title and interest to use, occupy, and possess the said Flat No. 68 on the 6th Floor of "C II" wing of the Building known as "Karma Kshetra" situated at S.S.S. Nagar, Near Shanmukhananda Hall, Comrade Harbanslal Marg, Sion Koliwada, Mumbai 400 037 to (1) SHRI. PREM SINGH FATEH SINGH LAMBA, (2) SMT. GURMEET KAUR W/O PREM SINGH LAMBA AND (3) SHRI. JITENDER SINGH PREM SINGH LAMBA, free from all encumbrances of whatsoever nature AS FOLLOWS :

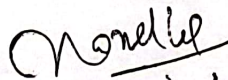
AMOUNT	DATE AND PARTICULARS
Rs. 3,00,000/-	Paid by Cheque No. 979189 drawn on Canara Bank, Koliwada dated 12.5.1997.
Rs. 2,00,000/-	Paid by Cheque No. 986891 drawn on Canara Bank, Koliwada dated 15.5.1997.
Rs. 6,00,000/-	Paid by Cheque No. 986893 drawn on Canara Bank, Koliwada dated 25.5.1997.
Rs. 2,00,000/-	Paid by Cheque No. 451006 drawn on Punjab and Sind Bank, Koliwada dated 25.5.1997.
Rs. 3,00,000/-	Paid by Cheque No. 965245 drawn on Canara Bank, Koliwada dated 27.5.1997.
Rs. 50,000/-	Paid by Cheque No. 986895 drawn on Canara Bank, Koliwada dated 2.6.1997.
Rs. 50,000/-	Paid by Cheque No. 965246 drawn on Canara Bank, Koliwada dated 2.6.1997.
Rs. 3,00,000/-	Paid by Cheque No. 986894 drawn on Canara Bank, Koliwada dated 10.6.1997.

Rs. 20,00,000/- TOTAL TWENTY LAKHS ONLY

WE SAY RECEIVED RUPEES TWENTY LAKHS ONLY


MRS. DINO O JAMASP MADON


MR. JAMASP JAL MADON





RECEIPT

This is to record and confirm that we, the withinnamed Vendors, have received from the Purchasers, (1) SHRI. PREM SINGH FATEH SINGH LAMBA, (2) SMT. GURMEET KAUR W/O PREM SINGH LAMBA AND (3) SHRI. JITENDER SINGH PREM SINGH LAMBA, the sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) as and by way of full and final consideration for sale, transfer and assignment of all our rights, title, interests and benefits in the said unissued membership Shares alongwith all our beneficial rights, title and interest to use, occupy, and possess the said Flat No. 68 on the 6th Floor of "C II" wing of the Building known as "Karma Kshetra" situated at S.S.S. Nagar, Near Shanmukhananda Hall, Comrade Harbanslal Marg, Sion Koliwada, Mumbai 400 037 to (1) SHRI. PREM SINGH FATEH SINGH LAMBA, (2) SMT. GURMEET KAUR W/O PREM SINGH LAMBA AND (3) SHRI. JITENDER SINGH PREM SINGH LAMBA, free from all encumbrances of whatsoever nature AS FOLLOWS :

AMOUNT	DATE AND PARTICULARS
Rs. 3,00,000/-	Paid by Cheque No. 979189 drawn on Canara Bank, Koliwada dated 12.5.1997.
Rs. 2,00,000/-	Paid by Cheque No. 986891 drawn on Canara Bank, Koliwada dated 15.5.1997.
Rs. 6,00,000/-	Paid by Cheque No. 986893 drawn on Canara Bank, Koliwada dated 25.5.1997.
Rs. 2,00,000/-	Paid by Cheque No. 451006 drawn on Punjab and Sind Bank, Koliwada dated 25.5.1997.
Rs. 3,00,000/-	Paid by Cheque No. 965245 drawn on Canara Bank, Koliwada dated 27.5.1997.
Rs. 50,000/-	Paid by Cheque No. 986895 drawn on Canara Bank, Koliwada dated 2.6.1997.
Rs. 50,000/-	Paid by Cheque No. 965246 drawn on Canara Bank, Koliwada dated 2.6.1997.
Rs. 3,00,000/-	Paid by Cheque No. 986894 drawn on Canara Bank, Koliwada dated 10.6.1997.

=====



Rs. 20,00,000/- TOTAL TWENTY LAKHS ONLY

=====

WE SAY RECEIVED RUPEES TWENTY LAKHS ONLY


MRS. DINO JAMASP MADON


MR. JAMASP JAL MADON


WITNESS 1.  WITNESS 2. 