

Saturday, October 20, 2007

4:30:10 PM

पावती क्र. : 8412 20/10/2007 पी.एन.पहाडीएक्सर दिनांक गावाचे नाव दस्तऐवजाचा अनुक्रमांक वदर6 - 08413 -2007 दस्ता ऐवजाचा प्रकार करारनामा सादर करणाराचे नाव:रामकृष्ण नथुमल अग्रवाल नोंटणी फी 16100.00 नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), 900.00 रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (45) 17000.00 হ. एकण

पावती

आपणास हा दस्त अंदाजे 4:44PM ह्या वेळेस मिळेल पम निबंधक बोरीवली 3 (बोरीवली)

Original

नोंदणी 39 म.

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बाजार मुल्य: 1543419 रु. मोबदला: 1601111रु. भरलेले मुद्रांक शुल्क: 62700 रु. सह दुय्यम निर्वयक्त नेरी रही-३. देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे; सुँबई उपनगर जिल्हो. बंकेचे नाव व पत्ता: एच डी एफ सी बँक; डीडी/धनाकर्ष क्रमांक: 005071; रक्कम: 16100 रू.; दिनांक: 24/09/2007



DEED OF TRANSFER

THIS DEED OF TRANSFER is made and entered into at Mumbai this 24th day of September, 2007

BETWEEN

(1) SHRI BHAWARLAL SAYARMAL JAIN, aged 56 years, an adult, an Indian Inhabitant, residing at Mistri Building, 2nd Floor, 162-164 Khetwadi, Back Road, Mumbai - 400 004, through his Constituted Power of Attorney holder SHRI VIMALCHAND SAYARMAL JAIN (2) SHRI TEJPAL SAYARMAL JAIN, aged 49 years, an adult, an Indian Inhabitant, residing at 703, Gokul Mansion 7th Floor, Khetwadi Back Road, 14th Lane, Mumbai - 400 004, through his Constituted Power of Attorney holder SHRI VIMALCHAND SAYARMAL JAIN (3) SHRI PRAKASH SAYARMAL JAIN, aged 47 years, an adult, an Indian Inhabitant, residing at Flat No. 14-A, Sneha Sadan, 'A' Building, 1st Floor, E Mangalawadi, Girgaon, Mumbai - 400 003, through his Constituted Power of Attorney holder SHRI VIMALCHAND SAYARMAL JAIN (4) SMT. NIRMALABEN RAMANLAL JAIN, aged 45 years, an adult, an Indian Inhabitant, residing at 38-42, Balaji Mandir Building, 1st Floor, Popatwadi, Kalbadevi Road, Mumbai - 400 002, through her Constituted Power of Attorney holder SHRI VIMALCHAND SAYARMAL JAIN (5) SMT. SHANTIBAI CHANDULAL JAIN, aged 51 years, an adult, an Indian Inhabitant, residing at Shri. Machinery Stores, Post - Rani Dist- Pali, (Rajsthan), through her Constituted Power of Attorney holder SHRI VIMALCHAND SAYARMAL JAIN and (6) SHRI VIMALCHAND SAYARMAL JAIN, aged 59 years, an adult, an Indian Inhabitant, having address at Flat No. 105, Rajendra Ratan Co-op. Hsg. Soc. Ltd. S. V. Road, Goregoan (West), Mumbai - 400 062, hereinafter referred to asthe 'VENDORS' [which expression shall, unless it be repugnant to the context or meaning thereof beardenned to mean and include their heirs, executors,

SHRI RAMKRISHNA NATHUMAL AGRAWAL, aged 64 years, an adult, an Indian Inhabitant, having address at J-6/15, Jalmangaldeep, Bangur Nagar, Goregaon (West), Mumbai – 400 090, hereinafter called the "PURCHASER"

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administrators and assigns] of the ONE PART

[which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns] of the OTHER PART:

WHEREAS:

- (a) The Vendors are absolutely seized and possessed of and otherwise well and sufficiently entitled to an ownership Flat No. 2 in "Shri Saket Co-Operative Society Limited (Proposed)" situated at Station Road, Bandu Gore Marg, Goregaon (West), Mumbai - 400 062 situated on the First Floor, admeasuring 544 sq. feet BUILT-UP / CARPET area in the said building constructed in the year 1969 namely "SHRI SAKET CO-OPERATIVE SOCIETY LIMITED (PROPOSED)", (hereinafter for brevity sake, referred to as the "Said Proposed Society") and the Said Proposed Society is situated on the land bearing the land bearing C.T.S. No. 14 and Revenue Survey No.1 (Part) of Village - Eksar - Pahadi at Goregaon Taluka, Borivali, Mumbai Suburban District having Municipal Ward Nos. 874(2), SH No. 239-A, Station Road, P-874 (2), 239-A, more particularly described in the schedule of property hereunder, which Flat hereinafter shall be referred to as the "Said Flat Premises" which expression shall include all the things which are permanently attached to and imbedded in the Said Flat Premises and the right, title and interest of the Vendors in the Said Flat Premises . The Said Vendors have confirmed and agreed to execute all the necessary documents to ensure that the Said Proposed Society issues/transfers, the Shares to the Purchaser herein, as and when issued by the Said Proposed Society on its registration with Registrar of Co-operative Society.

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Registrar, Bombay under serial No. S-3711 of 1986 on 11th September 1986, the Lessors therein in consideration of the rent reserved there under granted lease to the Lessee therein of the property being the piece or parcel of land admeasuring 2804 square yards equivalent to 2344.14 square meters bearing C.T.S. No. 14 and Revenue Survey No. 1 (Part) of Village- Eksar Pahadi at Goregaon Taluka, Borivali, Mumbai Suburban District within P/South Ward No. 874(2) SH No. 239-A of the Brihan Mumbai – 400 062 and more particularly described in the First Schedule written hereunder (hereinafter referred to as the "Said Leased Property") for the term of 98 years at the monthly rent of Rs. 2001/- (Rupees Two Thousand One Only) and on terms and conditions.

- (c) AND WHEREAS the Said Shri Gajubhai Balabhai Pradhan after acquiring the Said Leased Property has constructed a two storey building thereon consisting of ground plus two upper floors without having lift known as "Saket Shopping Centre" in the year 1969 and let out various shops, offices and flats therein to the various tenants and the terms and conditions of the Said lease were later reduced in writing under the Said Agreement to Lease dated 12th February 1971.
- (d) AND WHEREAS the Said Shri Gajubhai Balabhai Pradhan died intestate leaving behind him (1) Smt. Sitaben Gajubhai Pradhan, (2) Shri Kantibhai Gajubhai Pradhan, (3) Shri Narendra Gajubhai Pradhan, (4) Shri Dinesh Gajubhai Pradhan, (hereinafter jointly referred to as the "Said Sitaben and Others") as his only heirs and legal representatives according to the law by which he was governed and as such the Said Sitaben and Others became entitled to all the properties belonging to Said Shri Gajubhai Balabhai Pradhan and no other person other than the Said Sitaben and others were entitled to the properties belonging to Said Shri Gajubhai Balabhai Pradhan and no other person other than the Said Sitaben and others were

(e) AND WHEREAS by an Agreement for Sale of Leasehold Right and Conveyance of the Building Constructed Thereon dated 11th June 2001 made and executed between the Said Strabon and Others therein referred to as the Vendors of the One Part and (a) Shri Ratanshi Umarshi Gala. (2)

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Shri Vimalchand Pukhraj Ranka, (3) Shri Madanlal Danmal Punamiya and (4) Smt. Rukhmaniben Virchand Shah the Chief Promoters of Saket Cooperative Housing Society (Proposed) (hereinafter referred to as the "Said Proposed Society") therein referred to as the Purchaser of the Other Part, the Vendors therein upon terms and conditions and in and assigned the leasehold right of the Said Leased Property and conveyed the ownership rights in the building standing thereon known as "Saket Shopping Centre" which is more particularly described in the First Schedule written hereunder to and in favour of the Said Proposed Society.

- (f) AND WHEREAS by virtue of the Said Agreement for Sale of Leasehold Right and Conveyance of the Building Constructed thereon, the leasehold rights in the Said Leased Property for the residue of the lease term was transferred to the Said Proposed Society along with Conveyance of the Ownership right in the Said building known as "Saket Shopping Centre":
- (g) AND WHEREAS prior to the sale, transfer and assignment of the leasehold rights of the Said Leased Property along with conveyance of Ownership rights in the Said Building standing thereon to the Said Proposed Society, LATE SMT. SUKUNBAI SAYARMAL JAIN who was the lawful tenant in respect of residential Premises bearing Room No. 2 (hereinafter referred to as "Said Room Premises") admeasuring 544 square feet built-up / Carpet area and attached adjoining terrace situated on the First Floor in the Said building known as "Saket Shopping Centre":
- (h) LATE. SMT. SUKUNBAI SAYARMAL JAIN was Tenant of Flat No. 2, in SHRI SAKET CO-OPERATIVE HOUSING SOCIETY LTD. (PROPOSED), Station Road, Bandu Gore Marg, Goregaon (West), Mumbai - 400 062. LATE. SMT. SUKUNBAI SAYARMAL JAIN died on 15.03.1992 leaving behind the present Vendors as the legal heirs and representatives.
- (i) AND WHEREAS the Present Transferors being the legal heirs of LATE. SMT. SUKUNBAI SAYARMAL JAIN are entitled to the Ownership right

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of Said Flat Premises as Present Transferors have become Owners in respect of Said Flat Premises.

- (j) All the legal heirs and representatives of LATE SMT. SUKUNBAI SAYARMAL JAIN except SHRI VIMALCHAND SAYARMAL JAIN, have given their consent for sale and transfer of the Said Flat Premises to the present Purchaser vide their Consent Letter individually and copies are attached and marked as Annexure – A.
- (k) On 24th Sept., 2007, we (1) SHRI BHAWARLAL SAYARMAL JAIN,
 (2) SHRI TEJPAL SAYARMAL JAIN, (3) SHRI PRAKASH SAYARMAL JAIN, (4) SMT. NIRMALABEN RAMANLAL JAIN, (5) SMT. SHANTIBAI CHANDULAL JAIN have executed Power of Attorney in favour of SHRI VIMALCHAND SAYARMAL JAIN to sign and execute this Deed of Transfer and appear before the Sub Registrar of Assurances for transfer of the Said Flat Premises in the favour of the Purchaser.
- The Vendors have further declared that they have not assigned, transferred, encumbered, leased or gifted rights in the Said Flat Premises.
- (m)Under the provisions of the Act, the Vendors are required to execute a written Agreement For Sale / Sale Deed / Deed of Transfer of the Said Flat Premises to the Purchaser, which in fact is this presents duly stamped as per the provision of the Mumbai Stamp Act, 1958 also to register the Deed of Transfer with the Sub Registrar of Assurances as per the provision of The Indian Registration Act, as amended from the time to time.
- (n) The Purchaser have taken an inspection of the Said Flat Premises and after seeing the same as also the things pertubated attached thereto including adjoining terrace, furniture, fittings, electrical appliances etc. have agreed to purchase the Said Flat Premises free from all*encumbrances from the Vendors.

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- (o) The Vendors are entitled to the shares, right, title, interest and members occupancy right in the Said Flat Premises and the Vendors are in possession and occupation of the Said Flat Premises and are the rightful owners having full and substantial right, title and interest in the Said Flat Premises;
- (p) The Vendors have agreed to sell and transfer to the Purchaser and the Purchaser shall purchase and acquire all the said Vendors right in respect of the Said Flat Premises as also all the benefits, rights and advantages relating thereto at a price of Rs. 16,01,111/- (Rupees Sixteen Lakhs One Thousand One Hundred Eleven Only) together with the occupancy and other rights in the Said Flat Premises upon the terms and conditions hereinafter appearing.

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

- The total and aggregate consideration of the sale and transfer of Flat No. 2 on the First Floor of the building known as "Shri Saket Co-Operative Society Limited (Proposed)", Station Road, Bandu Gore Marg, Goregaon (West), Mumbai - 400 062 admeasuring 544 sq. feet BUHLT-UP / CARPET area for a total lump sum consideration of Rs. 16,01,111/- (Rupees Sixteen Lakhs One Thousand One Hundred Eleven Only).
- 2. The said consideration or Rs. 16,01,111/- (Rupees Sixteen Lakhs One Thousand One Hundred Eleven Only) of the Said Flat Premises has been mutually arrived at, after taking into consideration the age of construction, locality and relevant factors connected therewith.
- 3. The Purchaser has paid to the Vendors Rs. 8,01,111/- (Rupees Eight Lakhs One Thousand One Hundred Eleventonly) as under:

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 Cheque No. 037774 dated R.02.2007 drawn on The Malad Sahakari Bank Ltdr; Malad Branch for Rs. 3,00,000/- (Rupees Three Lakhs Only)

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- Cheque No. 037775 dated 12.02.2007 drawn on The Malad Sahakari Bank Ltd., Malad Branch for Rs. 1,111/- (Rupees One Thousand One Hundred Eleven Only)
- Cheque No. 197633 dated 30.03.2007 drawn on The Malad Sahakari Bank Ltd., Malad Branch for Rs. 3,00,000/- (Rupees Three Lakhs Only)
- Cheque No. 197634 dated 23.06.2007 drawn on The Malad Sahakari Bank Ltd., Malad Branch for Rs. 1,00,000/- (Rupees One Lakh Only)
- Cheque No. 197635 dated 30.06.2007 drawn on The Malad Sahakari Bank Ltd., Malad Branch for Rs. 1,00,000/- (Rupees One Lakh Only)

As and by way of earnest money deposit towards transfer of Said Flat Premises and the receipt whereof the Vendors doth hereby admit and acknowledge and the details of payments received.

- The Purchaser agrees to pay balance consideration of Rs. 8,00,000/-(Rupees Eight Lakhs Only) on or before execution of this Deed of Transfer.
- 5. The Vendors have agreed with the Purchaser to handover all the relevant original documents, papers, receipts of payments to the Proposed society, to the Purchaser at the time of handing over possession of the Said Flat Premises on receipt of the balance consideration of Rs. 8,00,000/- (Rupees Eight Lakhs Only) as above from the Purchaser on or before the date of execution of this Deed of Transfer.
- 6. The Vendors shall sign and excente all such documents, deeds and writings including transfer forms, applications, and other requisite form along with papers, deeds and writings as may be necessary or expedient and required by the Said Proposed Society or in law by the Purchaser for more perfectly assigning and transferring the Said Flat

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Premises and the full benefits and advantages connected with the Said Flat Premises.

- 7. The Vendors hereby declare that they have not entered into any other agreement, contract or writing for sale of Said Flat Premises with any person or party or body Corporate nor have they done and executed all such assurances, deeds, acts, matters and things or omission nor have they created any liability or encumbered or charged their share, right, title and interests of whatsoever nature in respect of the Said Flat Premises and that the Vendors have full right and absolute authority to effect these presents in favour of the Purchaser and/or their nominees.
- 8. The Vendors have observed, performed and complied with all the terms, conditions and restrictions which have been imposed by the concerned authorities pertaining to the acquisition of the Said Flat Premises and the maintenance thereafter and no liability or responsibility is pending with any Statutory Authority whatsoever. Further, the Vendors hereby confirms, agrees and indemnifies the Purchaser forever to bear and / or reimburse all expenses, claims etc. of whatsoever nature on the Said Flat Premises, if any, levied by any authorities including Income Tax, Sales Tax, Said Proposed Society, any other State or Central Government Authorities or any other person.
- 9. The Vendors have agreed that they shall deliver the following documents to the Purchaser at the time of handing over the vacant and peaceful possession of the Said Flat Premises and on execution of this Deed of Transfer:

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3.03.1992 of LATE SMT.

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a. Copy of Death Certificate

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- b. Copy of AFFIDAVIT-CUM-CONSENT-CUM-INDEMNITY BOND made by all legal heirs of LATE SMT. SUKUNBAI SAYARMAL JAIN.
- c. Copy of Power of Attorney dated 24th Sept., 2007 by all other heirs of LATE SMT. SUKUNBAI SAYARMAL JAIN except SHRI VIMALCHAND SAYARMAL JAIN in favour of SHRI VIMALCHAND SAYARMAL JAIN.
- d. The latest original Receipt of payment of maintenance charges/out goings paid by the Vendors towards the Said Flat Premises.
- e. The latest original Electricity bill and/or copy of Bank Pass Book reflecting Electricity Charges Paid Amount, in respect of the power consumption of the Said Flat Premises.
- f. Letter from the Vendors addressed to the Purchaser confirming the hand over of the vacant and peaceful possession of the Said Flat Premises;
- g. Letter addressed by the Vendors to the Consumer Manager, Reliance Energy for transfer of the power meter installed in the Said Flat Premises, to the Purchaser/Transferee's name;
- h. Letter addressed by the Vendors to the Said Proposed Society, intimating the completion of the sale transaction of the Said Flat Premises to the Purchaser.
- 10. The Vendors confirm that they shall pay all outstanding and dues towards Local authorities and the Said Proposed Society pertaining to the above "Said Flat Premises" up to the date of execution of this Deed of Transfer, if any.
- 11. The Vendors shall put the Purchaser in Vacant and peaceful possession of the entire premises and shall also execute all necessary documents

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including transfer, convey and/or perfect all the right, title and interest of the Vendors in the Said Flat Premises in favour of the Purchaser.

- 12. The Vendors and Purchaser agrees to pay the expenses of transfer charges payable to the Said Proposed Society in equal proportion in the ratio of 50:50.
- 13. The Purchaser agrees that he shall bear and pay the expenses of the Stamp Duty and Registration charges as required in law.
- 14. The Vendors hereby represents and declares to and assures the Purchaser as under :
 - i. They have absolute authority and full right to make this Deed of Transfer.
 - ii. They have not received any notice of acquisition or requisition in respect of the Said Flat Premises from any authority.
 - iii. The Said Flat Premises is clear and marketable and is free from any and all mortgage, charge, lien, hypothecation or any other encumbrance.
 - iv. If any loss or damage is caused to the Purchaser or any costs, expenses or outgoings are levied on the Purchaser on account of any claim made by any Third Party on any part or the whole of the Said Flat Premises, the Vendors holds and shall hold the Purchaser fully protected against all such loss, damage, costs, expenses and outgoings.

15. This Deed of Transfer shall always be subject to the provisions of The Maharashtra Ownership Flat Act (MAH.ACT NO. XV OF 1971) and the Rules made thereunder.

SCHEDULE OF PROPERTY ABOYE REFERRED TO

Ownership Rights in Flat Premises No. 2 on the First floor, admeasuring 544 Sq. fl Built-up / Carpet area in the building known as "SHRI SAKET CO-OPERATIVE HOUSING SOCIETY LTD (PROPOSED)" situated at Station

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Road, Bandu Gore Marg, Goregaon (West), Mumbai - 400 062 and the land bearing C.T.S. No. 14 and Revenue Survey No. 1 (Part) of Village – Eksar – Pahadi at Goregaon Taluka, Borivali, Mumbai Suburban District having Municipal Ward Nos. 874(2), SH No. 239-A, Station Road, P-874 (2), 239-A. The Building is constructed in the year 1969 having ground plus two upper floors without lift facility.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and the year Ground hereinabove written.

SIGNED AND DELIVERED by The within named "VENDORS" SHRI BHAWARLAL SAYARMAL JAIN 1. 2. SHRI TEJPAL SAYARMAL JAIN 3. SHRI PRAKASH SAYARMAL JAIN 4. SMT. NIRMALABEN RAMANLAL JAIN SMT. SHANTIBAI CHANDULAL JAIN 5. Vimalchand sayound. Through their Constituted Power of Attorney Holder SHRI VIMALCHAND SAYARMAL JAIN 6. SHRI VIMALCHAND SAYARMAL JAIN (PAN NO. AADPJ5850G) In the presence of VIVER R. AGARWAL 1. VINOD R. AGRAWAL 2 SIGNED AND DELIVERED by The within named "PURCHASER SHRI RAMKRISHNA NATHUM (PAN NO.AABPA2153K) In the presence of 1. VIVER R. AGARWAL 初四十一 2. VINON R. AGRAWAL 11

RECEIPT

RECEIVED of and from the within named PURCHASER SHRI RAMKRISHNA NATHUMAL AGRAWAL the sum of Rs. 8,01,111 /- (Rupees Eight Lakhs One Thousand One Hundred Eleven Only) as under :

- Cheque No. 037774 dated 12.02.2007 drawn on The Malad Sahakari Bank Ltd., Malad(E) Branch for Rs. 3,00,000/- (Rupees Three Lakhs Only)
- Cheque No. 037775 dated 12.02.2007 drawn on The Malad Sahakari Bank Ltd., Malad(E) Branch for Rs. 1,111/- (Rupees One Thousand One Hundred Eleven Only)
- Cheque No. 197633 dated 30.03.2007 drawn on The Malad Sahakari Bank Ltd., Malad(E) Branch for Rs. 3,00,000/- (Rupees Three Lakhs Only)
- Cheque No. 197634 dated 23.06.2007 drawn on The Malad Sahakari Bank Ltd., Malad(E) Branch for Rs. 1,00,000/- (Rupees One Lakh Only)
- Cheque No. 197635 dated 30.06.2007 drawn on The Malad Sahakari Bank Ltd., Malad(E) Branch for Rs. 1,00,000/- (Rupees One Lakh Only)

As and by way of earnest money deposit towards Flat No. 2 on the First Floor in the Building known as "Shri Saket Co-Operative Society Limited (Proposed)", Station Road, Bandu Gore Marg, Goregaon (West), Mumbai - 400 062.

WE SAY RECEIVED Rs. 8,01,111 /-

- 1. SHRI BHAWARLAL SAYARMAL JAIN
- 2. SHRI TEJPAL SAYARMAL JAIN
- 3. SHRI PRAKASH SAYARMAL
- 4. SMT. NIRMALABEN RAMANLALAJAIN
- 5. SMT. SHANTIBAI CHANDEL ALTAIN

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Witness :

1. VIVER R. AGARWAL 2. VINOD R. AGRAWAL

VIMALCHAND SAYARMAL JAIN)

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VENDORS

RECEIPT

RECEIVED of and from the within named PURCHASER SHRI RAMKRISHNA NATHUMAL AGRAWAL the sum of Rs. 8,00,000 /- (Rupees Eight Lakhs Only) as under :

- Cheque No. 415631 dated 24-09-2007 drawn on The Malad Sahakari Bank Ltd., Malad(E) Branch for Rs. 4,00,000/- (Rupees Four Lakhs Only)
- Cheque No. 415632 dated 24-09-2007 drawn on The Malad Sahakari Bank Ltd., Malad(E) Branch for Rs. 4,00,000/- (Rupees Four Lakhs Only)

As and by way of full and final consideration towards Flat No. 2 on the First Floor in the Building known as "Shri Saket Co-Operative Society Limited (Proposed)", Station Road, Bandu Gore Marg, Goregaon (West), Mumbai - 400 062.

WE SAY RECEIVED Rs. 8,00,000 /-

- 1. SHRI BHAWARLAL SAYARMAL JAIN
- 2. SHRI TEJPAL SAYARMAL JAIN
- 3. SHRI PRAKASH SAYARMAL JAIN
- 4. SMT. NIRMALABEN RAMANLAL JAIN
- 5. SMT. SHANTIBAI CHANDULAL JAIN

Through their Constituted Power of Attorney Holder

Vimalchand . Say ormal. (SHRI VIMALCHAND SAYARMAL JAIN) (SHRI VIMALCHAND SAYARMAL JAIN) VENDORS

Witness :

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1. VIVER R. AGARWAL

2. VINOD R. AGRAWATAB REGISTA

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