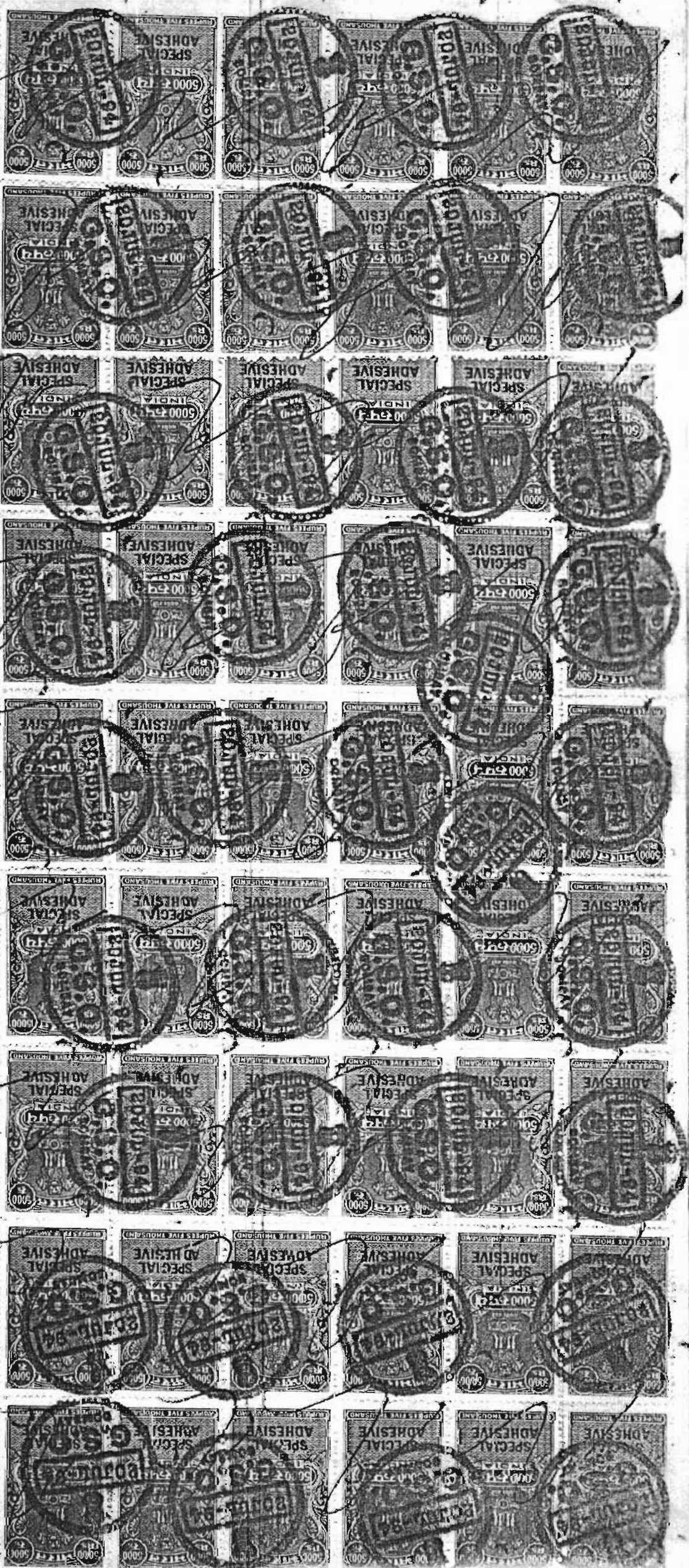


Shri. K. L. Shah (H.L.F.)

Flat No 302, Mangal Vilas



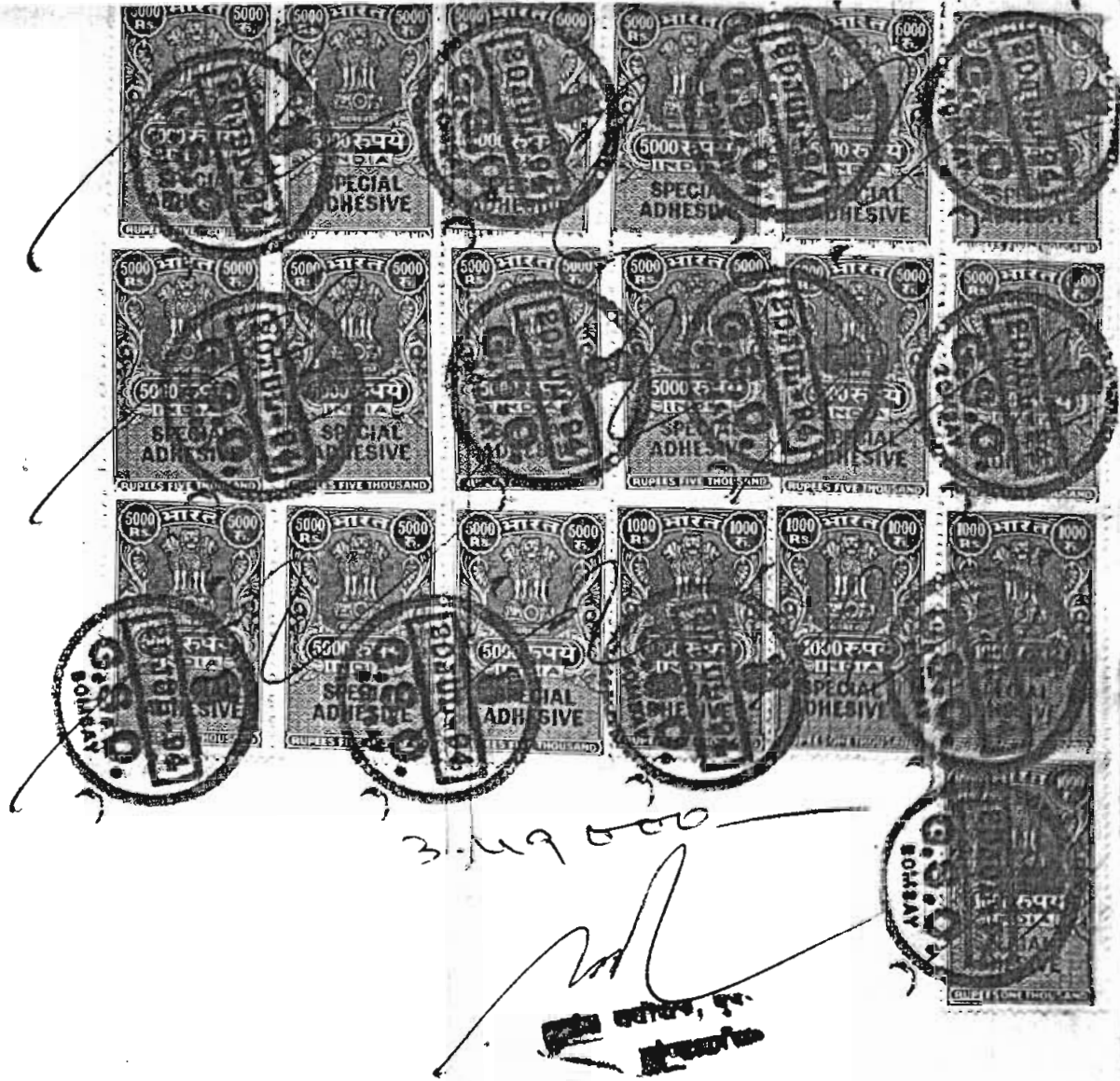
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General notice.

KASHYAP LAKSHMI (HUF.)



S A L E D E E D

This SALE DEED made and entered into at Bombay on this 28th day of July'1994, BETWEEN J.R.MEHTA KARTA of J.R.MEHTA (HUF) an Indian Inhabitant of Bombay hereinafter called the 'VENDOR' of the first part (which expression shall unless it be repugnant to the context or meaning thereof and include their legal heirs, successors, or assigns) AND KASHYAP.L.SHAH (HUF) through its KARTA KASHYAP.L.SHAH an Indian Inhabitant of Bombay hereinafter called the 'PURCHASER' of the Second Part (which expression shall unless it be repugnant to the context or meaning thereof shall include their legal, heirs, successors or assigns).

KASHYAP LALBHAI SHAH (H.U.F.)

[Handwritten signature of Kashyap Lalbhai Shah]

KARTA.

[Handwritten signature]

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WHEREAS as per agreement dated 12th February '1988 between SHRI. NITIN PARSHOTTAM SHAH and the Vendor herein, purchased flat no.302 admeasuring approximately 505 sq.ft. built up area on 3rd floor of the building known as Mangal Milan, 17, SharadChandra Chatterji Marg, Santacruz (W), Bombay- 400 054 on various terms and conditions mentioned therein (hereinafter referred to as the said Flat).

WHEREAS the Vendor on paying the full amount or amounts require to be paid under the said agreement Shri. Nitin Parshottam Shah has put Vendor in vacant possession of the said flat and the Vendor continued to be in use, occupation & possession of the said flat.

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WHEREAS the Vendor herein is entitled to the benefit of the said agreement dated 12.02.88, the said 5 shares of Rs.50/- each bearing distinctive no.26 to 30 (both inclusive) represented by shares certificate no.6 of the mangal Milan Co.op Hsg. Society Ltd. (Society) and as such member and as incidental thereto is allotted and is entitled to use, occupation and possession of the said flat no.302 on the third floor of the said building of the society and also to the sinking fund, deposits, reserves, etc. call the aforesaid hereinafter for the sake of brevity & convenience are collectively referred to as the said premises.

WHEREAS the Vendor is a member of the Mangal Milan Co.Op erative Housing Society Ltd. a society registered under no. BOM/HSG/H/6650 of 1981 (hereinafter referred to as the said Society) and the Vendor is the owner of 5 shares bearing distinctive nos. 26 to 30 (both inclusive) (hereinafter referred to as the said shares) under the share certificate no.6 issued by the said Society.

AND WHEREAS the Vendor is absolutely seized and possessed of and otherwise well and sufficiently entitled to flat no.302 in the said Society.

AND WHEREAS the Vendor as per Memorandum of Understanding dated 14.4.94 had agreed to sell, transfer and assign to the Purchaser and the Purchaser has agreed to purchase from the Vendor the said 5 shares held by him in the assign all the beneficial rights, title, and interest of the Vendor in the said flat together with the right to use and occupy thereof for the price of Rs.40,00,000/- (Rupees Forty lakhs Only).

 . Government Notary

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in Writing.

NOW THIS SALE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The recitals contained above, form an intergal part of this agreement as if the same were set out and incorporated herein.

2. The Vendor hereby sells, transfers and assigns and the Purchaser hereby purchases and acquire the said Five shares bearing no.26 to 30 (both inclusive) and all the right, title, and interest of the Vendor in the flat no.302 in the building known as mangal Milan, SharadChandra Chatterji Marg, Santacruz (W), Bombay- 400 054 for the price of Rs.40,00,000/- (Rupees Forty Lakhs Only).

3. Purchaser had made following payments by cheques drawn on ANZ Grindlays Bank, Linking Road, Santacruz (W) BRANCH BOMBAY- 400 054 to the Vendor which doth hereby acknowledges

Date	Cheque no.	Amount (Rs.)
14.04.94	450646	5,00,000/-
13.06.94	688361	15,00,000/-
01.07.94	688366	5,00,000/-
02.07.94	688367	5,00,000/-

		30,00,000/-
		=====

4. Vendor had applied to the society of their intention to transfer the same and society as per their letter dated 9.6.94 has issued No Objection Certificate on certain terms and conditions mentioned therein.

5. Approval from the Appropriate Authority under chapter XX-C of the I.Tax Act, 1961 has already been obtained.

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Garund Miller.


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6. The Vendor shall hand over vacant and peace ful possession of the said flat no.302 to the Purchaser only upon the full price being received by the Vendor in accordance with this Sale Deed and also all papers, documents including share certificate as mentioned in this Deed.

7. The transfer shall be deemed to have been completed when the Vendor hands over possession of the said flat and all documents mentioned in clause herein against payment of the balance amount of Rs. 10,00,000/- (Rupees Ten lakhs Only).

8. Against the payment of the balance consideration the Vendor shall also hand over the Purchaser the following :

- a) The original share certificate no.6 dated 7.3.87 in respect of the said five shares.
- b) The transfer form in duplicate duly filled in and signed by the Transferor and witnessed properly.
- c) Application to the society for transfer of shares.
- d) Power of Attorney duly executed by them before a Notary Public authorising the nominee of the Transferee inter alia to get the said shares and the said premises and the electric meter etc. transferred to the name of the Transferee.
- e) The original Agreement dated 12.02.88.
- f) All other papers, documents, receipts, vouchers correspondence, bills etc. in respect of the said premises in possession or power of the Transferor.
- g) The NOC and no due certificate from the Society.
- h) The certificate under Section 281 or 230A of Income Tax Act, 1961 as the case may be obtained by Transferor.


Government Notary

9. The Vendor hereby covenant with the Purchaser as follows:-

- i) that the Vendor is the sole and absolute owner of the said shares and the said flat and no other person or persons has or have any right, title, interest, proper, claim or demand of any nature whatsoever unto or upon the said flat, either by way of sale, charge, lein, gift, trust, lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the Purchaser.
- ii) That the Vendor has not crested any charge or encumbrance of whatsoever nature in respect of the said flat nor are the said shares and the said flat subject matter of any litigation nor are the same or any of them attached in execution of any decree nor has the Vendor created any tenancy or leave and licence or any right in favour of anyone in respect of the said flat.
- iii) that the Vendor has duly observed and performed the rules and regulations and bye-laws of the said society and has paid uptodate their contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by them in respect of the said premises before handing over the possession and receiving the balance consideration of Rs.10,00,000/- (Rupees Ten lakhs Only).
- iv) that the said flat in the name of the Vendor in the records of the said society.
- v) that there are no dues from any person or authority including any government bodies, income tax, wealth tax, gift tax, bank or any other creditors, taxes, levies assessments or any other liabilities of whatsoever nature concerning or

K. S. D. . Joseph Meller

connected with the said flat upto the date of the execution thereof.

vi) that the Vendor shall whenever required to do so from time to time and at all times hereafter, execute and sign or caused to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers of any for more perfectly securing assuring and effectually transferring the said shares and the said premises unto and to the use of the Purchaser forever.

vii) that the Vendor shall indemnify and keep indemnified the Purchaser from and against all actions, claims, demands, cost, charges and expenses etc. claimed as falling due prior to the date of handing over possession of the said shares and premises.


10. The Purchaser hereby covenant with the Vendor as follows:-

i) that the Purchaser shall on getting possession of the said premises regularly pay to the said society their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises.

ii) that the Purchaser shall observe and persorm and abide by all the rules and regulations and bye-laws of the said society from time to time in force.

11. The Stamp duty shall be payable by the Purchaser and any other transfer expenses shall be borne by the Vendor only.

12. This Deed of Sale has been executed in Bombay, the property is situated in Bombay and the payment is to be made in Bombay, and is subject to Bombay jurisdiction.

 Garment Melles

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed VENDOR)
J.R.MEHTA , KARTA OF J.R.MEHTA)
(HUF) in the presence of)
1.)
2.)

Jaswant Mehta

SIGNED SEALED AND DELIVERED)
by the withinnamed PURCHASER)
SHRI.KASHYAP.L.SHAH ,KARTA OF)
SHRI.KASHYAP.L.SHAH HUF in the)
presence of)
1.)
2.)

KASHYAP LALBHAI SHAH (H.U.F.)
[Signature]
KARTA.

BOMBAY DATED THIS 28TH DAY OF JULY 1994

BETWEEN

J.R.MEHTA (HUF)

AND

KASHYAP.L.SHAH (HUF)

SALE DEED

FOR

FLAT NO.302, MANGAL MILAN, SHARAD CHANDRA
CHATTERJI MARG, SANTACRUZ (W),
BOMBAY- 400 054.

HIMANK DESAI & CO.
Chartered Accountants
A-12, Everest, Tardeo Road,
Bombay- 400 034

Tel: (O) 4942665/4945055

KASHYAP L. SHAH HUF

FLAT NO. 302.

MANGAL MILAN.

KASHYAP L. SHAH HOF

FURT. NO. 305.

SHAH L. KASHYAP

THE Bengal Nidhan CO-OPERATIVE HOUSING

SOCIETY LIMITED

(Registered under M. C. S. Act, 1960) (Registration No. _____) and Date _____)

No. 6

Authorised Share Capital Rs. 20,00,000 Divided into 4000 Shares each of Rs. 50/- only

Member's Register No. 5

THIS IS TO CERTIFY that Shri / Smt. Dr. Nidhan Prashantam Shah

of Bombay is the Registered Holder of Shares [5] from No. 26

to 30 of Rupees Two hundred & fifty only [250/-]

in THE Bengal Nidhan CO-OPERATIVE HOUSING SOCIETY LTD.

Secretary (Nidhan) Bombay subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at Bombay this 31st

day of August 1985.



[Signature] Chairman

[Signature] Hon. Secretary

P. H. 82.04 Member of the Committee

P. T. O.

Memorandum of the transfers of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To Whom transferred	Share Regr. No. (New)
7-3-88	1	5	Shri J. R. Mehta, Karla 8 J. R. Mehta H.O.F. [Signature] Secretary [Signature] committee member	18.
02-12-1994	2	18	Kashyap Lalbhai Shah H.O.F. x [Signature] (Chairman) x [Signature] (Treasurer)	20.

Chairman

Hon. Secretary

Committee Member