Universal Industrial Estate

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AGREEMENT FOR SALE OF

Unit No. 122 on I Floor

in_____ Wing of Bldg. No. 2

Universal Premises & Textiles (P.) Ltd.

| | A. Amaria | | | |
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| | 2013, Thursday,June 06 | | Original/Duplicate | |
| | 5:05 PM | | नोंदणी क्रं. :39म Roga :30•4 | म नित्रंध |
| 5-6- | | | Regn.:39M | क्रमांक |
| | गावाचे नाव: तुंगवा | पावती क्रं∴ 6652 | दिनांक: 06/06/2013 | † 63 1. 63n |
| | | 1 0 0045 | | |
| | दस्तऐवजाचा अनुक्रमांक: करल4-587 | /3-2013 | | |
| | दस्तऐवजाचा प्रकार : सेल डीड राज्य | | ~ ~ . . | |
| | सादर करणाऱ्याचे नाव: मेसर्स. नियर्त | | हित पी शर्मा | |
| | | नोंदणी फी | रु. 27100.00 | |
| Г | DELIVERED | दस्त हाताळणी फी | रु. 880.00 | |
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10 June, 2013

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तस्त क्रमांक : 5873/2013

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| | गावाचे नाव : तुंगवा |
|---|---|
| (1) बिलेखाचा प्रकार | सेल डीह |
| (2) मोबदला | ₹ 2,200,000/ |
| (3) बाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) | s.2, 200,000/- s.2, 706,000/- |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) | 98, 100/1,101/1 & 101,, पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन ः सदनिका नं. युनिट तं-१२२ . माळा तं - १ ला मजला ., इमारतीचे नाव: मोलारीस २,प्रिमायसेस को आं हौ मो लि . व्लॉक तं: ४६/४८. एम व्ही रोड. रोड तं पवई, अंधेरी पूर्व, मुंबई-७२ |
| (5) क्षेत्रफळ | पवइ, अधरा पूर्व, मुंबइ-७२ 36.72 चौ.मीटर |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या | 1) नाव:- मेसर्स. डेफ्ट होल्डिंग प्रा लि तर्फे संचालक स्नेहलता शर्मा ;वय: 52. |
| पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा | पत्ताः-प्लॉटनं: ऑफिस-१२२, माळानं: -, इमारतीचे नाव: सोलरीस २, व्लॉकनं: माकी विहार रोड ,गेटनं -६ ए |
| हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव | टी , रोड नं: अंधेरी पूर्व , , . |
| व पत्ता. | पिन कोड:- 400072 |
| Carl Carl | पॅन नंबर: AABCD2348G |
| (8) दम्तऐवज करुन घेणा-या पक्षकाराचे व किंवा | 1)नाव:- मेसर्स. नियती वेंचर प्रा लि तर्फे संचालक मोहित पी शर्मा ; वय:25; |
| दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश | 1)गोव:- गयेव: प्रविधा वेवर्ग वेवर्ग संह का स्वारतीचे नाव: अपुर्वा इंडस्ट्रीयलः ईस्टेट , व्लॉक नं: मकवाने लेन, अंधेरी कुर्जा र |
| असल्यास,प्रतिवादिचे नाव व पत्ता | नं: अंधेरी पूर्व , , .: |
| Constant of the second s | पन कोड:- 40005 9 ; |
| | पॅन नं:- AAECN2279H; |
| (9) दस्तऐवज करुन दिल्याचा दिनांक | 28/05/2013 |
| | 06/06/2013 |
| (10) दस्त नोंदणी केल्याचा दिनांक | |
| (11) अनुक्रमांक,खंड व पृष्ठ | 5873/2013 |
| | रु.135,300/- |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क | र .27,100/- |
| (13) बाजारभावाप्रमाणे नोंदणी शुल्क | |
| (14) शेरा | |
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मुल्यांकनासाठी विचारात घेतलेला तपशीलः-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

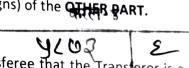
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

AGREEMENT FOR SALE

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THIS AGREEMENT made and entered into at Bombay on this day of 28 May, 2013, BETWEEN M/S DEFT HOLDING PRIVATE LIMITED.aPrivate Limitedcompany having Mrs. Sharma as one of its Directors and having their registered office at 122 Solaris II, Opp. Gate No. 6 L & T Saki Vihar Road, Andheri (E) Mumbai- 40 0072. incorporated under the Indian company, hereinafter called and referred to as the TRANSFEROR (which expression shall unless it be repugnant to the context or meaning thereof mean and include his executors, administrators and assigns) of the FIRST PART AND M/S NIYATI Venture Pvt. Ltd. Having its Regd. Office at Unit No. 31, 24 Apurva Estate, Makwana Road, Andheri Kurla Road, Marol Naka, Andheri (E) Mumbai- 400 059 hereinafter called and referred to as the TRANSFEREE (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS



Whereas the transferor has represented to the Transferee that the Transferor is a member of solaris no.2 premises co-operative society ltd. And having its regd. Office at its 46-48 Saki Vihar Road, Opp. L & T Gate No. 6, Saki Naka, Bombay 400 072. Under the Maharashtra Coloperative Societies Act, 1960 bearing Regd. No. BOM/W-KE/GNL (0) 676/1994-95 Dt. 06.04.1994 hereinafter referred to as the "Said Society" and is aholder of five shares no. 356-360 Shares (hereinafter referred to as "The Said Shares") and as such the Transferor is entitled to own, occupy, possess and enjoy the Unitno. 122 in the building of Solaris II, opp L & T Gate no. 6, Saki Vihar Road, Andheri (E), Mumbai 400 072. Owned by the said society "hereinafter referred to as "the said Unit"). The Built-up area of Unit is 36.72 Sq. Mt.

AND WHEREAS the Transferor is well and sufficiently entitled to the said the said an d Unit of the said society;

AND WHEREAS the Transferor has to pay back long outstanding abilities to various parties is desirous of selling and transferring the said shares and the said Unit to the purchaser and the purchaser is also desirous of purchasing from the Transferor, the said shares and the said Unit no. 122 on the first floor in the society which is incidental to the said transfer of shares by way of acquiring the said shares for the consideration of a lumpsum price of Rs. 22,00,000/ (Rupees Twenty Two Lakhs Only) and upon the terms and conditions hereinafter set out

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

1. The Transferor shall sell and transfer and the transferees shall purchase and acquire Unit no. 122, in building no. 2, Solaris situated on the first floor of Universal Industrial Estate, Opp. L & T Gate No. 6, Sakivihar Road, Bombay 400 072, On Ownership basis free of all encumbrances together with the rights, title and interest to hold, possess use and occupy the said Unit for a price of Rs. 22,00,000/- (Rupees Twenty Two Lakhs only) which has already being paid towards full and final purchase

consideration.

The Transferees have paid to the Transferor an aggregate sum of Rs. 22,00,000/- (The Transferees have pain (19, 22,00,000/-) The Transferees have pain (19, 22,00,000/-) Rupees Twenty Two Lakhs only) via cheque no. 006732 dt. 10.01.2013 of Axis Bank, Rupees Twenty Two Lakhs only) via cheque no. 006732 dt. 10.01.2013 of Axis Bank, Rupees Twenty Iwo Londo entry for does hereby admit and acknowledge and of the payment and receipt the Transferor does hereby release and it is and of 2. the payment and receipt the part thereof does hereby release and discharge and from the same and every part thereof does hereby release and discharge

forever the Transferees.

3. The Transferor hereby solemnly declare, covenant and represent to the Transferees a. that the Transferor has purchased the said Unit out of his own funds and

save and except the transferor no other persons or person has any share right title and interest therein or of any part thereof.

b. That the Transferor has paid all monies due and payable by the Transferor to the society and the transferor is absolutely entitled to use and occupy the said gals. The transferor has also complied with all the rules and regulations of the said society. The transferor has not received any notice from the society nor has any proceedings been commenced against the Transferors on account of any acts of commission or commission thereunder. The transferor hereby agrees to obtain a letter of clearance from the society to this effect and such letter of clearance from, the said society shall form part of the agreement. 🚬 🤌

That the Transferor hereby further agrees and undertake to pass on a clear title in respect of the said Unit to the transferees and transfer/assign the right, title, interest and benefits of the five share of the face value of Rs. 50/each no. 356 to 360 issued by the said co-operative society in favourof the Transferee or its nominee/s.

d That the transferor has not created any charge, mortgage or any other encumbrances whatsoever upon or over the said Unit hereby agreed to be sold and transferred to the transferees and that the said shares and the said Unit are free from all encumbrances.

e. That no litigation is pending in any court and/or subsisting in respect of the said Unit.

fy that the transferor has not entered into any agreement for sales, Transfer or assignment or any lease or for giving on leave and licence basis the said Unit Roy 3 or any part thereof, nor have they agreed to sell, exchange, charge, mortgage diff. Transferors no other otherwise deal with the said Unit to and except the Transferors no other person has the right to use and occupy the said Unit or part thereof. g.

That the Transferor has good right, full power and absolute authority to sell and transfer the solution of the Transferees and transfer the said shares and the said Unit in favour of the Transferer back and the said value and the said of the Transferer back and the said Unit in favour of the transferer back and the said Unit in fav and the Transferer has not committed or omitted or have been a party or privy to any act, deed and the committed or omitted or have been a party or privy to any act, deed, matter or thing whereby the Transferor is in any

- h. anner prevented from selling and/or transferring the said Unit in favour of the Transferee or whereby the title of the Unit is in any manner affected or otherwise howsoever.
- That upon the completion of the gals sale the transferees shall hold, and ĺ. peacefully possess, use, occupy and enjoy the said Unit without any let, hinderance, claim, charge, construction or disturbance by the Transferor or any other persons/ claiming by from under in trust for the transferor.
- 4. It is hereby agreed that all maintenance and out-going including electricity, water tax, municipal tax and contribution towards repair to the building, sinking funds, etc. required to be paid upto the date of signing of the agreement shall be borne and paid by the Transferor along and the Transferor hereby agree to indemnify and keep indemnified the Transferees against non-payment of the same and against all costs, charges, expenses, in respect of any claim and demand for and/or in relation thereto

agreement all electricity, water tax, municipal tax, maintenance and other outgoings and contribution towards repairs to the building shall be borne and paid by the transferees alone. The transferor agrees to transfer and get transferred all deposits, sinking funds etc. standing to their credit to the name of that transferee in the

- 5. The Transferor hereby agrees and undertakes to sign, and execute all such applications, shares and documents declarations as may be required by the Transferees for the purpose of effectively transferring and vesting the said Unit unto the transferor absolutely free from all encumbrances of any nature whatsoever. The Transferor shall handover to the transferee all original documents of title in
- respect of the said Unit on or at the time of execution of these presents. 7. The Transferor hereby agree to address a letter to the MSEB Ltd. Authorising them
- to transfer the Electric installation presently standing in the name of the Transferor to the Transferees hereby agree to become member of the sale society and abide by
- all the bye-laws and regulations deepted as may be required by the society from outgoings, municipal taxes, ground rent etc. as may be required by the society from 8. 9. The Transferor do and each of them both hereby jointly and several indemnity and
- keep indemnified the Transferees in respect of all costs, shares and expenses that may be incurred or loss or damage that may be suffered by the Transferee arising out of any claim or demand made by any party or persons claiming th interest in the said shares and/or the said Unit through the transferor or through any of their whatsoever.

SCHEDULE OF PROPERTY

EAST - PASSAGE WEST - TERRACE NOTH - UNIT NO 124 (MRS. SNEHALATA SHARMA) SOUTH - PASSAGE UNIT NO-122, 1 ST FLOOR, SOLAR EAST II, PREMISES C. S. LIMITED 46/48, S. V. ROAD, POWAL ANDHERI EAST, MUMBAI-400 072. YEAR OF CONSTRUCTION 1992, C.T.S. NO-98, 100/1, 101/1, AND 101 VILLAGE- TUNGVE. AMBESURING AREA 36.72 SQ.MT BUILT UP GROUND + 4.

AMBESURING AREA 30. 12 BA TUNORA VILLADE Saki Viharr RCC But amono: 2 As Service Industry Mumbai In Witness operating betting vereto have hereunto set and subscribed their respective hands hereto have the day month and year first hererinabove written.

| SIGNED SEALED AND DELIVERED By the within named Mohit P. Kaushil One of the Directors of NIYATI VENTURE DUT 170 | Mone of | within named Mrs the Directors of D | EFT J |
|--|-----------------------------------|--|----------------|
| Y LU3 SIGNED SEALED AND DELIVERED By the within named Mohit P. Kaushil One of the Directors of NIYATI VENTURE DUT. 170 | Presen | ce of | arme |
| SIGNED SEALED AND DELIVERED By the within named Mohit P.) Kaushil One of the Directors of) | - | | 8 |
| Presence of S.A. Share | By the w Kaushil C NIYATI V | ithin named Mohin | tP.) 's of) |

For Deft Holdings Pvi. Lis

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Director

REGI Fairor

For NIYATI VENTURE PRIVATE LI

DIRECTOR / AUTHORISED SIGNATOR

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LETTER OF POSSESSION

Received POSSESSION OF Vacant Unit No. 122, Solaris, Bldg No. 2, situated on the first floor of the Universal Industrial Estate, Opp. L & T Gate no. 6, Saki Vihar Road, Bombay 400 072, in terms of this agreement from the Transferors herein.

, or S Dated this $\frac{28^{1h^{-}}}{May}$ day of $\frac{May}{May}$ 2013. I CONFIRM THE ABOVE For Deft Hallings Pvi. FOR DEFT HOLDINGS PVT.LTD. S-SEGISTRAR TU irecto. For NIVATISVENTURE PRIVATE LIMITED For Niyati Venture Pyt. Ltd. DIRECTOR / AUTHORISED SIGNATORY Director काल-४ 4663 90 2083



REGD NO # BOM / W-KE / GNL (O) / 675 / 1994 - 93 DATE 06-04-94

46.48 Saki Vihar Road, Opp 1.8 7 Gate No. 6 Powai Mumbri . 100 077 Tel 2857 3729

STEPH NIT NO 122164

M & Deft Holding Pvt.Ltd. Solaris II Premises Co-op.Society Ltd. Unit No.122 1st Floor, 46/48, S.V. Road. Powai, Mumbai-72.

DATE 25th March, 2013



REG: UNIT NO. 122

We are receipt of your application dated, 14th March, 2013 requesting us to issue No Objection Certificate.

We would like to confirm as below:

- 1. The Unit No. 122 is Registered in your name i .e M/s. Deft Holding Pvt.Ltd.
- The above Unit is free from any encumbrance and has no lien registered on the Unit.
- 3. The full Society outstanding dues have been paid by M/s. Deft Holding Pvt.Ltd. for the said Unit, till March. 2013.

- 4. The Unit No.122 admeasuring 30.60 sq.mtr. (per BMC Assessment).
- 5. M/s. Deft Holding Pvt.Ltd. is a member of our Society and Share Certificate Nos. 356 to 360 stands in their name. We have no Objection to transfer the said Unit No.122, subject to all the formalities are fulfilled

Thanking you,

Yours faithfully,

Solaris II Premises Co-operative Society Ltd.,

1000 and 1000

[Hon. Secretary] CC: Master File.



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LE SA LA SA LA SA LA SA LA SA LA LA --: नोंदणीचे प्रमाणपत्र :--नोंदणी क्रमांक : बीओ एम / उल्जू के / और (ज एक मा या प्रमाणपत्राद्वारे प्रमाणित करण्यांत क्रिं आहे सारादीज न. 2 पिश्वामसंह के 21121721 10.21 01.86,8018 are une gold lawer state (ga) ycuz AUT 200063 90 Ast alan ही संस्था महाराष्ट्र सहकारी संस्थावेश आधिनियम १९४ (सन १९६१ चा महाराष्ट्र अधिनियम कमांक २४) अन्वये नोंदण्यांत आलेली आहे. उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये सहकारी संस्थेचे नियम १९६१ मधील नियम कमांक १० (१) Freetunies Officer, संस्थेचे वर्गीकरण उत्ते आदेगर रेन्ट्रा MRS. Munune (When Mumbal - 400) 1 1.1.WODELERIA Protected ID Chandir Road, संस्था असून उपवगींकरण इत्र रेटिका आहे सही (31. व्ही. वादा) विकसीहो संहर्ष 6-4-1994 उप निवंधक सहकारी संस्था (के-पूर्व) विभाग मुबई. हुद्दा

8 नोंदणी क्रमांक 17/996 /0004 नमना 15527 Registration Number : अनुवाली क 16:31 Licence No Dumit महाराष्ट्र शासन उद्योग, ऊर्जा व कामगार विभाग उद्वाहन निरीक्षण विभाग १ ल। मजला, प्रशासकीय इमारत, श्री रामकृष इयुक्तर म रेशनिंग कम्पाऊंड, चेंबूर ४०० के 🕫 फोन क्र. ०२२-२५२२ ५२ ०४ GOVERNMENT OF MAHARAS INDUSTRIES, ENERGY AND LABOUR OF PARTMENT 1st Floor, Administration Building, Shri Ramkrishna Chemburkar Marg Rationing Compound, Chembur, Mumbai 400 071 Phone No. 022-2522 52 04 ATH-Y उद्वाहन चालविण्याची अनुज़प्ती 20 (उद्वाहन नियम, १९५८ च्या नियम ४ ला अनुसरून दिनेसी) - -LICENCE TO WORK THE LIFT (Issued under Rule 4 of Bombay Lift Rules, 1958) M. /सर्वत्री: - मानित्सल मि. सॅटड टेक्स टड्रिन प्रागित ३१३ डो कॉनर्स लाउस. Mr./Messrs : कोर्ट. टन. एम. रोट किंकी प्रतिनिधियाची अनुज्ञाती याद्वारे मंजूर करण्यात येत आहे — Is/are hereby authorised under the provisions of Rule, 1958, to run the lift mentioned below :-a2)18 AHIO उदवाहन मालकाचे नावः Name of the lift owner : उदवाहन असलेल्या जागेचा पताः स्रोहारीस २. सर्वे.न. ४६ -०७, तुंगवा - कीछे न्माछि विहारोड एत. ३१०उ ही. जेर- ६ समोर खंधे Location of the lift : 311-उदवाहनाचे इमारतीतील स्थान : Position of the lift in the premises :-HONSTOT + - CIRHST उद्वाहनाचा तपशील DETAILS OF THE LIFT (२) उतारू वाहून नेण्याची क्षमता : HIGAIZ 369 (१) उद्वाहनाची बनावट : दनोरिस (2) Carrying Capacity of the Lift : 9000 (1) Make of the Lift : - GRISATA CORT 0.4.121-42 (४) उदवाहनाचा वेग व कार्यपद्धती : (3) मोटरची अश्वशक्ती : 3. टन. ट्रा (4) Speed of the lift and type of drive : (3) Horse Power of the motor : (-, -, -) parisar Anton your many मुख्य अभियंता (विद्युत). Chief Engineer (Elec.) उदवाहन निरीक्षक, मुंबई Inspector of Lifts, Mumbai. , Dated 7 DEC 2005 mbai Letter No.

MPP-6170.90r 10,00,000. MUNICIPAL CORPORATION OF GREATER BOMBAY 1 9 DEC 1992 118 shri K.D.Makhijani, Licensed Surveyor, Citle 28/E General Assurance Bldg., 0. THE BUR 3rd floor, 233, Dr. D. N. Road, a delina darogo Bid, Fort. Bombay-400 001. opar (Eaki Sub:- Occupation permission letter for becoment + Ground floor + Sti Ist to 4th floor only) for State Industrial Estate building 'B' at C.T.S.NOS. 98,100/1, oil and 101 of Village Tungve, at Saki Vihar Road Kurla (1997) for M/S.Universal tord-Y sir, Ref:- Your letter No. Nil dated 12/0/02 4 (103 22 With reference to the above, I have to theory you that there is no objection to your client occupying the premises as shown by you in the Pink Colour on the completion plans submitted by you after obtaining water connection from the Assistant Engin Water Works 'L'Ward and 1) That certificate under Section 270-2 of the Bombay Municipal Corporation Act shall be submitted within 3 months. 2) That the area going under Set back land, handed over to Municipal 2) That the area going under Set back land, handed over to Municipal Corporation of Greater Bombay shall be transferred in the name of Corporation of Greater Bombay and separate Property Register Municipal Corporation of Greater be submitted within 3 months. ard to that effect shall be submitted within 3 months. 3) That the condition mentioned in the part completion certificate dated 14/11/92 under No. DyChE/14164/Rds./SWD/ES shall be complied with. 4) That the NO Objection Certificate from Lift Inspector shall be submitted before coming forward for occupation for 5th and 6th floors and till that time the same should not occupied. and the sound of t This permission is result without prejudice to the actions under Sections 270-A, 305, 353-A of the Sombay Municipal Corpora-Ballsouth WIL 19-12-92 tion Act. (Bldg. Proposals) (Eastern Suburbs) Executiva IPREMISE

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| | 8(Part), Tunga Village, Saki Naka Mumbai 400072 nder M.C.S. Act, 1960) (O)/675/1994-95 dtd 6th April, 1994 | TE 2. |
|---|--|-----------------|
| | 000/- Divided into 40,000 Shares each of Rs. 50/- or | nly) |
| Share Certificate No. 72 | Member's Register No. 72 | |
| THIS IS TO CERTIFY THAT Shri./Stat./M/s. CAXA | ni corporation | |
| of MUMBAI is the registered Holder of FIVE Shares | From 356 to 360 of Rs | s 250 |
| (Rupees TWO HUNDRED FIFTY ONLY) in THE SC | OLARIS-II PREMISES CO-OPERATIVE SOCIETY LIMIT | FED |
| Tunga Village Powai Saki Naka, MUMBAI 400 072. | Subject to the Bye-Laws of the said society and that | t upo |
| each of such shares the sum of Rupees FIFTY has | been paid. | |
| Given under the Common Seal of the Society at MI | UMBAI this 20th day of November 1994. | |
| | | |

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

| NO. OF TRANSFER | SHARE REG. NO. (OLD) | TO WHOM TRANSFERED | SHARE REG. NO. (NEW) | Signature of Chairman Hon. Secretary Committee Member |
|--------------------|----------------------------|-------------------------------|---|--|
| 29. | 72. | MS. DEFT HOLDINGS PVT. LTD. | 170. | |
| 99. | 170. | MIS. NIYATI VENTURE PVT. LTD. | 240. | aaaaaaa |
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| | TRANSFER | NO OF TRANSFER (OLD) | NO OF REG. NO. TO WHOM TRANSFERED (OLD) | NO OF REG. NO. TO WHOM TRANSFERED REG. NO. (NEW) |



AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Bombay on this day of 24th March 1994 BETWEEN M/S LAXMI CORPORATION, a Proprietory firm having Mr. GOPAL BARASIA as its proprietor and having its office of business st 428, Kalbhadevi Road, 2nd floor, Bombay 400 002, hereinafter called and 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 and assigns) of the FIRST PART AND M/S DEFT HOLDINGS PVT. LTD. a company incorporated under the Indian Companies act 1956 and having Mrs. Snehalata Sharma as one of its Directors and having their registered office at Doctor house, 3rd floor, 113 Bora Bazar Street, Fort, Bombay 400 001, hereinafter called and referred to as the TRANSFEREES (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators assigns) of the OTHER PART.

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I. By an Agreement for sale dated 7th April 1993, i. By an Agreement for sale dated 7th April 1993, between N/s Universal Premises and Textiles Pvt. Ltd. Builders of the One part and the Transferors therein called the purchasers of the other part, the Builders therein agreed to sell and the Transferors agreed to purchase from the Builders therein the Industrial Gala No.122 in Building No.2, hereinafter referred to as the said Gala admeasuring 545 sq.ft. (built up area) on the first floor of the Universal Premises and Textiles Pvt. Ltd.

2. Pursuant to the Agreement dated 7th April 1993 the Transferor has paid to the Builders therein the price therein mentioned and the Builders therein have put the Transfer in possession of the said Gala and the Transferor is fully seized and possessed of and well and sufficiently entitled to and are in possession of the said Gala.

3. The Transferor has agreed to sell, assign and transfer to the Transfermes and the Transfermes have agreed to acquire Gala No.122 and the society having not yet being formed the builders have no objection in transferring all the rights, title and interest of the transferring to hold, possess, use and occupy the said Gala on the terms and conditions agreed to by and between the parties hereto as hereinafter set out.

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

1. The Transferor shall sell and transfer and the Transferees shall purchase and acquire Gala No.122 in Building NO.2, Solaris, situated on the first floor of Universal Industrial Estate, Opp. L & T Gate No.6, Saki Vihar Road, Bombay 400 072, on ownership basis free of all encumbrances togetherwith the right, title and interest to hold, possess use and occupy the said Gala for a price of Rs.3,27,000/-(Rupees Three lakhs twenty seven thousand only) to be paid as full and final purchase consideration.

2. The Transferees have paid to the Transferor an aggregate sum of Rs.3,27,000/- (Rupees Three lakhs twenty seven thousand only) the payment and receipt whereof the Transferor does hereby admit and acknowledge and of and from the same and every part thereof does hereby release and discharge forever the Transferees.

3. The Transferor hereby solemnly declare, covenant and represent/to the Transferees.

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al that the Prenkteror has purchased the said Gala out of his new funds and save and except the Transferor we other persons or person has any share, right, title and interest therein or of any part thereof.

- E) that the Transferor has observed and performed all the terms and conditions of the said Agroement dated the terms and conditions of the said Agroement dated the terms and conditions of the ransfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and payable by the Transfer and the Transmonies due and regulations of the said builders. The the rules and regulations of the said builders. The Transferor has not received any notice from the builders nor has any proceedings been commenced against the Transferor on account of any acts of ommission or commission thereunder. The Transferor hereby agrees to obtain a letter of clearance from the Builder to this effect and such letter of clearance from the said Builder shall form part of the Agreement.
- c) That the Transferor hereby further agree and undertake to pass on a clear title in respect of the said gala to the Transferees and Transfer/assign the right, title interests and benefits of the share money and deposits lying with the Builders in favour of the Transferee or its nominee/s.
- d) That the Transferor is not created any charge, mortgage or any other encumbrances whatsoever upon or over the said gala hereby agreed to be sold and transferred to the transferees and that the said shares and the said gala are free from all encumbrances.

. . .

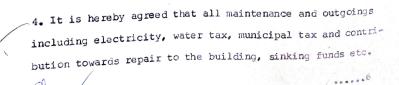
e) That no litigation is pending in any Court and/or subsisting in respect of the said gala.

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(1)

f) That the Transferor has not entered into any agreement for sales, Transfer or assignment or any lease or for giving on leave and licence basis thesmaid Gala or any part thereof, nor have they agreed to sell, exchange, mortgage, gift, pledge or otherwise deal with the said gala to and except the Transferor no other person has the right to use and occupy the said Gala or any part the reof.

- g) That the Transferor has good right, full power and absolute authority to sell and transfer the said shares and the said Gala in favour of the Transferees and the transferor has not committed or omitted or have been a party or privy to any act, deed, matter or thing whereby the Transferor is in any manner prevented from selling and/or transferring the said Gala in favour of the Transferee or whereby the title of the Gala is in any manner affected or otherwise howsoever.
- h) That upon the completion of the gala sale the Transferees shall hold, and peacefully possess, use, occupy and enjoy the said Gala without any let, hinderenace, claim, charge, construction or disturbance by the Transferor or any other persons/claiming by from a under or in trust for the Transferor.



required to be paid upto the date of signing of the required to be paid upto the date of signing of the normseent shall be borne and paid by the Transferor and the Transferres against nonand keep indemnified the Transferress against nonand keep indemnified the Transferress against nonsymmatic of the same and against all costs, charges, payment of the same and against all costs, charges, in respect of any claim and demand for and/or in relation therete and on and from the date of signing in the agreement all electricity, watertax, municipal tax, maintenance and other outgoings and contribution taxe repairs to the building shall be borne and paid by the transferres alone. The Transferor agrees to transfer and get transferred all deposits, sinking funds etc. standing to their credit to the name of that transferres in the records of the builders.

5. The Transferor hereby agrees and undertakes to sign and execute all such applications, shares and documents declarations as may be required by the Transferees for the purpose of effectively transfering and vesting the said Gala unto the Transferor absolutely free from all encumbrances of any nature whatscever.

6. The Transferor shall handover to the Transferees all original documents of title in respect of the said Gala on or at the time of execution of these presents.

7. The Transferor hereby agrees to address a letter to the M.S.E.B. Ltd. authorising them to transfer the electric installation presently standing in the name of the Transferor to the Transferee.

8. The Transferee hereby agree to become a member of the said society when formed and abide by all the by $18^{10^{10}}$

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and regulations adopted from time to time to pay monthly outgoings, municipal taxes, ground rent atc. as may be required by the society from time to time.

9. The Transferor do and each of them doth hereby jointly and severally indemnify and keep indemnified the Transferees in respect of all costs, shares and expenses that may be incurred or loss or damage that may be suffered by the Transferees arising out of any claim or demand made by any party or persons claiming right, title and interest in the said shares and/or the said gala through the transferor or through any of their whatsoever.

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

SIGNED AND DELIVERED by the withinnamed SHRI GOPAL BARASIA) prop- LAXMI CORPORATION in the presence of

SIGNED AND DELIVERED by the withinnamed M/S DEFT HOLDINGS of

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RECEIPT

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RECRIVED with thanks from the Transferee a sum of Rs.327007. (Rupees Three lakhs twenty seven thousand only) being the full and final settlement/consideration payable to me and p id as follows:

| Day Order No./ Cheque No. | Date | Drawn on | Amount |
|------------------------------|---------|---|---|
| Chaque 40 25051 | 4-03 94 | bank of barda Overseas Business Br. Benbay. 21 | 67.00.000 - (lo sevenber - (lo p.000) - (lo |
| insome two | 22-0394 | Total I SAY RECEIVED For LAXMI CORPO 428 Kalbadevi R | (holy & 32) ors RATI (NI ON M |
| | | Bombay 400 002 | |
| MITNESSES: | | Proprietor | ٢ |

LETTER OF POSSESSION

RECEIVED possession of Vacant Gala No.122, Solaris, Bldg. No.2 situated on the first floor of the Universal Industrial Estate, Opp L&T Gate No.6, Sakivibar Road, Bombay 72 in terms of this agreement from the Transferor herein. Dated this JUth day of Moven 1994

I Confirm the above RASIA op Laxi Corporation

We say received M/s Daft Holdings Pvt.Ltd.

DI RECTOR WITNESSES: 1. Jum

Shehala

2.

| ********* | | ************** |
|------------|--------|----------------|
| DATED THIS | DAY OF | 1994. |
| ***** | **** | *** |

AGREEMENT FOR SALE

of

Unit No.122 on First Floor Bldg. No.2, Universal Indl. Estate, Saki Vihar Road, Opp. L & T Gate No.6 Powai Bombay - 400 072.

BETWEEN

MR. GOPAL BARASIA Prop. Laxmi Corpn.

AND

M/S DEFT HOLDINGS PVT.LTD.