

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at MUMBAI this 25th day of ~~MARCH~~ 2001 BETWEEN MR. ASHOK GOVINDBHAI PATEL, an adult of Mumbai, Indian Inhabitant, as representing Ashok G. Patel HUF., residing at Mumbai., here in after called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors, administrators, successors and assigns) of the ONE PART; AND MR. JETHMAL SUNTOKCHAND LUNIA, an adults of Mumbai Indian Inhabitant, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or the meaning thereof deemed to include their heirs, executors, administrators, successors and assigns) of the OTHER PART;

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WHEREAS MR. ASHOK GOVINDBHAI PATEL was the Tenant of the Jagat Satguru Estate and dwelling therein at Gala No. 2 situated on ~~First~~ Floor and now known as Jagat Satguru Industrial Premises Co-op. Society Ltd., situate lying and being at Vishveshwar Nagar, Villge Dindoshi, Goregaon (East), Mumbai 400 063 since last more than 25 years. Subsequently the Landlord had converted the Tenancy rights of all the Gala Owners and a Co-operative Society was being formed by the Tenants converted to Owners of the Gala owners under the Maharashtra Co-operative Societies Act, 1960 vide Registration No. BOM/W-P./GEN/C/1008/87-88 of 1988. And accordingly he was being allotted Five Shares of Rs. 50/- each aggregating Rs. 250/- vide Share Certificate bearing distinctive Nos. ____ to ____ vide Share Certificate No. ____.

AND WHEREAS the Transferor is in the use and occupation of Gala bearing No 2 on the ~~First~~ floor of Jagat Satguru Industrial Estate - II, Vishveshwar Nagar, Villge Dindoshi, Goregaon (East), Mumbai 400 063 hereinafter referred to as the 'Said Gala' together with Five (5) shares of Rs. 50/- each aggregating to Rs. 250/- bearing Distinctive No. ____ to ____ (both Inclusive) having Share Certificate No. ____ issued by the said Society,

AND WHEREAS the Transferor is possessed and sufficiently entitled to use, occupy the said Unit and have good rights and absolute powers to sell and transfer the said Gala unto the said Transferee for the terms and in manner herein.

AND WHEREAS the Transferor has agreed to sell and transfer the said Gala alongwith said Shares and the Transferee has agreed to acquire and purchase the same for a total consideration of Rs.22,25,000/- (RUPEES: TWENTY TWO LACKS TWENTY FIVE THOUSAND ONLY) exclusive of any deposit towards electricity, Municipal charges or such other deposits which the builder had taken from the Transferor and/or pre-Transferee of the said Gala.

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

1. Purchase price of the said Gala No. 2 together with Five (5) shares of Rs. 50/- each aggregating to Rs. 250/- bearing Distinctive No. ____ to ____ (both Inclusive) having Share Certificate No. ____ mutually fixed by Transferor and Transferee for Rs.22,25,000/- (RUPEES: TWENTY TWO LACKS TWENTY FIVE THOUSAND ONLY). The Transferee shall pay to the Transferor as under:-

J. S. LUNIA

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2. The Transferee has paid Rs. 21,51,000/- (RUPEES: TWENTYONE LACKS FIFTY ONE THOUSAND ONLY) to the Transferor before execution of these presents by following manner (the Payment & receipt thereof Transferor do admit & acknowledge).

<u>CHEUQE NO.</u>	<u>DATE</u>	<u>DRAWAN ON BRANCH</u>	<u>AMOUNT</u>
799899	10.30.00	Dena Bank- Malad (W)	1,51,000/-
800002	30.03.00	Dena Bank- Malad (W)	5,00,000/-
800249	08.05.00	Dena Bank- Malad (W)	5,00,000/-
812313	22/06/00	Dena Bank- Malad (W)	5,00,000/-
822579	20/09/00	Dena Bank- Malad (W)	5,00,000/-

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TOTAL AMOUNT PAID 21,51,000/-

Balance Rs. 74,000/- (RUPEES: SEVENTY FOUR THOUSAND ONLY) shall be paid to the Transferor by the Transferee on or before execution of these presents.

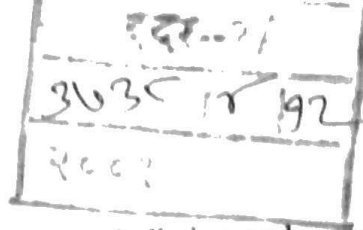
3. The Transferor agrees to Sell and transfer and the Transferee hereby agrees to acquire and purchase the said Gala alongwith Shares including the Transferor 's right to use, occupy and possess the said Gala No. 2 on ~~First~~ Floor of Jagat Satguru Industrial Estate II, Aarey Road, Goregaon MUMBAI for the total consideration price of RS. 22,25,000/- (Rupees: TWENTY TWO LACKS TWENTY FIVE THOUSAND ONLY) which will be paid as mentioned in Paragraph 1 above. The Transferor undertake to confirm this Agreement with the society and consent of the said society will be obtained for transfer the said Gala alongwith the said Shares in the name of the Transferee.

4. The Transferor declare that he is absolute Owner of the said Gala and no other person or persons has or have any right, title and interest, claim or demand of any nature whatsoever into or upon the said Gala either by way of sale, mortgage, charge, lien, gift, trust, inheritance, leave and licence, easement or otherwise any tax liabilities in respect of the said premises are free from all encumbrances, claims, liens, attachment either before or after judgement and that there is not any advance claim, from any person or any local authorities and that there is no defect in title and that they entitled to sell, transfer and assign the said Gala alongwith the said Share certificate in the manner out in these presents.

5. The Transferor agrees to indemnify and keep indemnified the Transferee against any actions, costs, charges and expenses that may be made, suffered incurred or instituted against the Transferee and/or any one of claiming through here on account of and/or for the breach of any of the representation made in these presents turn out to be in correct or and to be false.

J. S. LUNIA

Handwritten signature



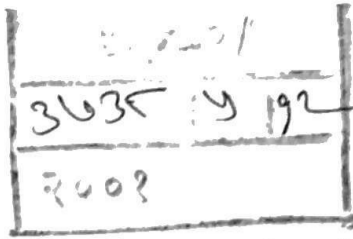
6. The Transferor besides the execution of these presents shall sign and execute such other documents as may be required to enable the society to transfer the said Gala No. 2 alongwith the said Share Certificate in the name of Transferee and for that purpose the Transferor will do all the necessary acts, deeds, things in the manner so required and shall also resign from the membership of the said society in respect of the above said Gala No. 2 only, in favour of the Transferee with reference to this Agreement.
7. On the Transferee being admitted a member of the said society the Transferee shall abide by the Rules and Regulations and bye - laws of the said society.
8. The Transferor declare that he have paid all the out-standings in respect of the said Gala including all taxes, levies, assessment, maintenance including other charges,, up to the date of his occupation of the said Gala and if any amount found and payable he will bear and pay the same.
9. The Transferee declares, agrees and confirm that henceforth from the date of his possession he will bear and pay all liabilities in respect of taxes, dues, charges, expenses maintenance and other charges arising and occurring on and from the date of Agreement..

The Transferee, his heirs, executors and administrators and/or assigns shall and will at all times hereinafter peacefully and quietly possess, occupy and enjoy the said Gala without any interruption, claim or demand whatsoever from the Transferor or from or by any person or persons lawfully or equitably claiming from, under or in trust for the Transferor .

11. The Transferor on full and final payment of total consideration of Rs.22,25,000/- (Rupees: TWENTY TWO LACKS TWENTY FIVE THOUSAND ONLY) will immediately handover to the Transferee all the original documents, keys and all other relevant documents, pertaining to the said Gala and give the vacant and peaceful possession of the said Gala.
12. All the Amounts standing to the credit of the Transferor on this in the books of the Society towards deposits such as Authorised Share Capital Subscribed Share Capital, Security Deposits, Sinking fund with interest, dividend on subscribed capital, and other amounts to which Transferor is legitimately authorised in respect of Transferor being Member of the Society, shall be Transferred to the Transferee for the said Gala mentioned above on making full payment.

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13. The Transferor further declare that on execution of these presents and on full and final payment he and his respective heirs, executors, administrators shall not have any right, title or interest of any nature whatsoever either directly or indirectly in the said Gala or in any part or portion thereof and the Transferee shall be exclusively entitled to the said Gala.
14. The Stamp Duty and Registration expenses and incidental charges in respect of this agreement, the Transferee will bear the same and the Transferor will not bear the Stamp Duty and registration charges.
15. Parties hereto agree and assure each other to procure the Registration of this deeds whenever such registration be legally required and necessary or convenient for the said purpose and to execute all documents and do all acts, which may be necessary to give effect to this deed according to law applicable to the premises and to appear before the Sub-Registrar concerned and to present the documents for Registration, to admit and execution thereof and to receive acknowledgement for such documents.
16. The Transferor shall, on incidental to this transfer and sale herein, transfer unto the Transferee, the benefit of all amounts standing to their credit with the society and all amounts lying in their names in deposit with the society.

THE SCHEDULE ABOVE REFERRED TO:

All those premises identified as Industrial Gala No. 2 in Industrial Estate II (called 'annexe Building') of the abovenamed Society standing on the plot of land or ground bearing Survey No. 21 part & 22 part CTS Nos. 124, (1) to 124 (4), Vishveshwar Nagar, Villge Dindoshi, Goregaon (East), Mumbai 400 063 Mumbai Suburban District, Mumbai City. The building constituting the said Industrial Estate II was constructed in or about the year 1966-67. The built-up area of the said Industrial Gala No. 2 is 1955 Sq. Fts. or thereabouts. The said Industrial Estate consists of ground and three upper floors, with no lift and with no betterment works or facilities, except average. The top floor roof is RCC.

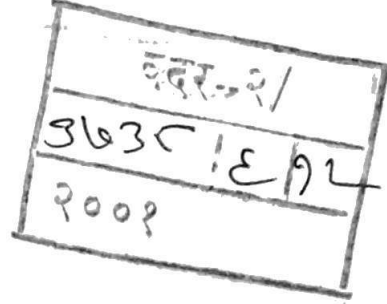
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IN WITNESS WHEREOF the parties put their respective hands and seals at Mumbai, this day and year first herein above written.

SIGNED, SEALED & DELIVERED)
 By the Within named TRANSFEROR)
MR. ASHOK GOVINDBHAI PATEL)
 In the presence of)
)

Ashok



SIGNED, SEALED & DELIVERED)
 By the within named TRANSFEREE)
MR. JETHMAL SUNTOKCHAND LUNIA)
 In the presence of)
)

J S. LUNIA

RECEIPT

RECEIVED with thanks from **MR. JETHMAL SUNTOKCHAND LUNIA.**, a Sum of Rs. 21,51,000/- (RUPEES: TWENTYONE LAKHS FIFTY ONE THOUSAND ONLY) towards Part payment out of total Rs. 22, 25,000/- payable towards consideration amount of Gala No. 2, on the ~~First~~ Floor in building known as Jagat Satguru Estate II, Aarey Road, Goregaon, Mumbai 400 063, as per terms & conditions mentioned in Agreement for Sale dt. _____ in following manner:

<u>CHEUQE NO.</u>	<u>DATE</u>	<u>DRAWAN ON BRANCH</u>	<u>AMOUNT</u>
799899	10.30.00	Dena Bank- Malad (W)	1,51,000/-
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800249	08.05.00	Dena Bank- Malad (W)	5,00,000/-
812313	22/06/00	Dena Bank- Malad (W)	5,00,000/-
822579	20/09/00	Dena Bank- Malad (W)	5,00,000/-

TOTAL AMOUNT PAID 21,51,000/-

Rs.21,51,000/-

Ashok
(MR. ASHOK GOVINDBHAI PATEL)
 I SAY RECEIVED

WITNESSES:

1.

LETTER OF DELIVERY

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Pursuance to the Agreement of Sale, dated 25th March 2001 and in consideration of full and final payment of Rs. 22,25,000/- (RUPEES TWENTY TWO LAKHS TWENTY FIVE THOUSAND only) received by me, I, the undersigned "TRANSFEROR /OWNER" hereby on this _____ day of February of the year 2001, HANDOVER, GIVE AND/OR DELIVER UP THE VACANT AND PEACEFUL POSSESSION of my Gala No. 2 on the ~~First~~ Floor in building known as Jagat Satguru Estate II, vishveshwar Nagar, Goregaon (East), Mumbai 400 063, admeasuring 1955 Sq. Fts. built up area or thereabout to **MR. JETHMAL SUNTOKCHAND LUNIA**, with all fittings, fixtures, installations etc., lying therein "AS IS WHERE IS" and in good condition.

Kindly accept the delivery of Vacant possession of the said Gala No. 12 as mentioned above and acknowledge the receipt thereon.

(MR. ASHOK GOVINDBHAI PATEL)



(TRANSFEROR)

Place: MUMBAI

Date :

MR. JETHMAL SUNTOKCHAND LUNIA hereby declare that today we have received and taken the Vacant and Peaceful Possession of Gala No. 2 on the ~~First~~ Floor in building known as Jagat Satguru Estate II, vishveshwar Nagar, Goregaon (East), Mumbai 400 063, admeasuring 1955 Sq. Fts. built up area. from MR. ASHOK GOVINDBHAI PATEL who handed over and delivered the possession in terms of Agreement for Sale dated 25-3- 2001 with fittings, fixtures, installations, etc., lying therein "AS IS WHERE IS" and in good condition.

MR. JETHMAL SUNTOKCHAND LUNIA

J S. LUNIA

PURCHASER/TRANSFEREE

Place: MUMBAI

Date :

WITNESS:

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JAGAT SATGURU Industrial Premises Co-Operative Society Ltd.

(Reg. No. BOM/WP/GNL/C/1008/87-88 Dt. 25.02.1988)
Near Kotkar Estate, Vishveshwar Nagar Road,
Goregaon (East), MUMBAI 400 063.

CERTIFICATE

To Whomsoever It May Concern

Date :	व.दर-२/
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THIS IS TO CERTIFY that as per our records the construction year of our Jagat Satguru Industrial II, wherein gala No.2, is situate, is 1966-67.

Dated this 25th day of November 2000

For Jagat Satguru Industrial Premises
Co-op. Society Ltd.



(G. S. Patel)
Chairman



ਪੰਜਾਬੀ ਸਰਕਾਰ
ਪੰਜਾਬ ਵਿੱਚ
ਜਨਵਰੀ 1957

ਅੰਕ 10/10/57	ਅੰਕ 10/10/57	ਅੰਕ 10/10/57	ਅੰਕ 10/10/57
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21/23 OFF MARKET RD. BATAURA DISTRICT. ESTABLISHED IN 1957
UNJABI & CO. 1173 N. D. ROAD L. B. ROAD I. P. ROAD UNJABI LESSEE M/

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1966-67
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आपदान दिनांक	आपदा विभागात क्र. नं.	नॉटिस क्र.	नॉटिसचा शुल्क

आपदान घेण्याची खात्री
 घेऊन, मनाईस कटण्यासाठी घनलेखाने आपदान मिळाले.
 प्रति खासगी

क्र. नं.	मासवर्गीय करव्यव	वालयक	तारख	या तारखला पूर्वीची वकबात
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मार्ग क्रमांक, मार्गचे नाव, मासवर्ती वगण			करदाताचे नाव	

721/23 OFF ARREY RD BANGORU INDUSTRIAL ESTATE H O
 UNJABI S. S. D
 H/O M. D. KHALI B O KHALI S. S. D UNJABI LESSEE M/

पदाव. पासून परत	करपात्र मूल्य	करभाषी दिलेत मूल्य	निवासा करपात्र मूल्य	जानिवासी करपात्र मूल्य	देवक क्रमांक
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क्र. नं.	पाणी पट्टा दर/रक्कम रु.	जल लाभ दर/रक्कम रु.	मलनिःसारण कर दर/रक्कम रु.	मलनिःसारण लाभ दर/रक्कम रु.	शिक्षण उपकर दर/रक्कम रु.	रा.शि. कर दर/रक्कम रु.	वज्रपार हमा कर दर/रक्कम रु.	वृक्ष उपकर दर/रक्कम रु.	पथ कर दर/रक्कम रु.
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जानिवासी करपात्र मूल्यकर NH अने रागा करपात्र मूल्यकर

प्रथम करनिर्धारण दिनांक	या कालखंडासाठी भरलेली रक्कम	आता करावयाची रक्कम
1966-67		22132

या पायतीत घडवकी आतुं नाही.
 घडवकीसाठी वेगळी पावती द्या
 रावसाधारण कर पाणी पट्टी नि. ऑन. मारन : सारण नि. अने
 मलनिःसारण लाभकर नि. ऑन. व शिक्षण उपकर व. करम
 21/10/2000 पासून घाट करपात्र आली आहे.

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