



at Bombayon this.day of September, 1993, Between M/s.

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SILVER FLEXIBLE PACKAGING, through its partners (1) Mr. Prem T.

Z Ajwani (2) Smt. Shella T. Ajwani, registered under Indian Partner

-ship Acts 1932, both adults, Indian Inhabitants of Bombay, h ving
its registered office at46, Navketan Industrial Estate Opp.

ONIDA Mahakali Caves Road, Andheri (E) Bombay 493, hereinafter
called and referred to as the VENDORS (which expression shall
unless its repugnant to the context or meaning thereof shall
mean and include their heirs, executors, administrators and
assigns) of the ONE PART AND M/s. NATIONAL GUM PRODUCTS,
through its partners (1) Mr. Sanjay Rabinder Puri (2) Rajiv
Rajinder Puri (3) Smt. Nirmal Rajinder Puri and Mt. Jugnu
Rabinder Puri, adults, Indian Inhabitants of Bombay
hereinafter malled and referred to as the PURCHASERS of the

ARTICLES OF THIS AGREEMENT is made and entered into

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OTHER PART(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the Other part.

WHEREAS the vendors are the owners of the Unit
No.F/102, on the first floor, of Ansa Industrial Estate,
F.Bldg.situated at Sakivihar road, Bombay-72, which is adm.
835 sq.feet, hereinafter called the SAID PREMISES which is
an Industrial Unit;

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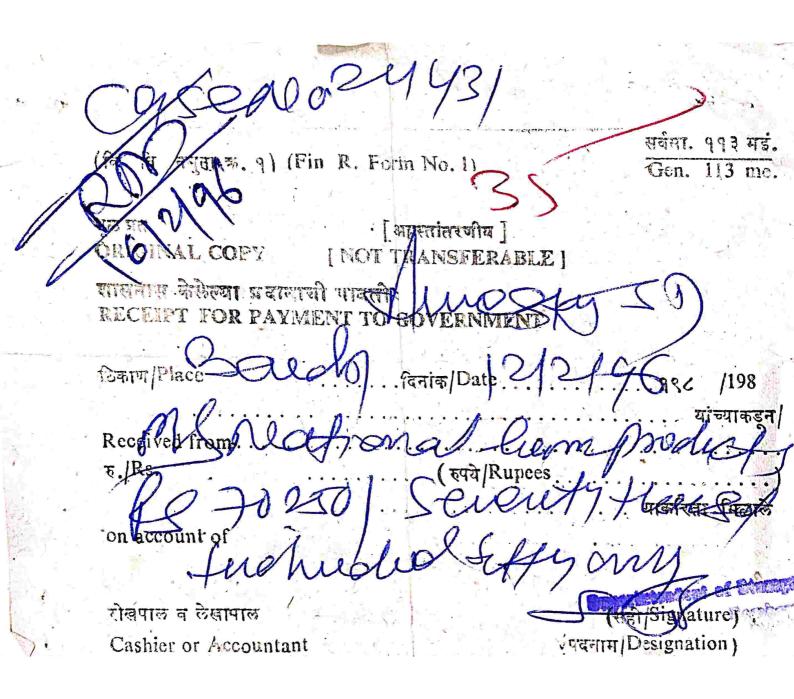
AND WHEREAS the vendors have purchased the said premises from Mr. Sajanbir Singh Anand vide agreement dated

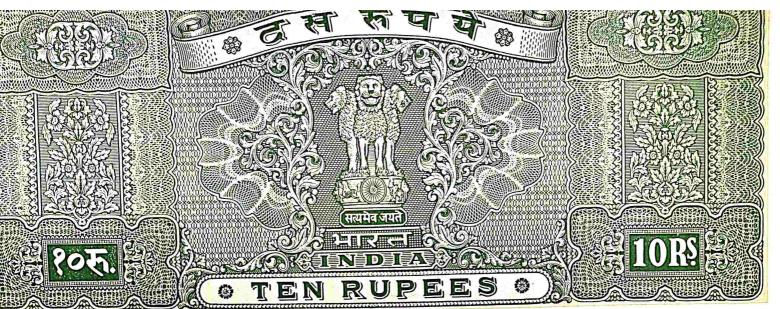
25th day of March, 1992, and that the said Sajanbir Anand had purchased the said premises vide agreement dated 17.4.1990, from M/s Harman Plastic Industries.

AND WHEREAS the vendors are the members of ANSA F.INDUSTRIA PREMISES COOP.SOCIETY LIMITED, registered under No.BOM/W-L/GEN/890/85-86 dated 1.11.1985 having its office at Sakivihar Road, Bombay-72, hereinafter called the SAID SOCIETY.

and whereas the vendors are holding 15 fully paid up shares each valued Rs.50/-each of the said society in respect of the said premises, being distinctive numbers 346 to 360(both numbers inclusive) issued under share certificate no.24 dated 1.11.1985.

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Equipment of Canal A

AND WHEREAS the vendors have got every right over the said premises and that the purchasers have approached and requested the vendors to sell the said premises at for for the total consideration of Rs.7,00,000/- and that the vendors have agreed to do so on the following terms and conditions.

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. That the vendors have agreed to sell and the purchasers have agreed to purchase the said premises at or for the total consideration of Rs.7,00,000/- (Rs.seven lakhs only) being the full and final consideration of the said premises, and that the purchasers have paid the said sum of Rs.7,00,000/-to the vendors and that the vendors dothhereby admit and acknowledges to have received the said sum of Rs.7,00,000/-.

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(Rs.seven lakhs only)being the full and final consideration of the said premises and nothing is due and payable by the purchasers to the vendors.

- 2. That the vendors on execution of this writing has put the purchasers in exclusivepossession of the said premises with an undertaking not to claim the same in future also.
- That the vendors have relinquished their rights, title, or interests over the saidpremises to and in favour of the purchaser with an undertaking not to claim thesame in future.
- 4. That the vendors have no objection if the said premises is transferred in the name of the purchasers in the records of the authorities concerned and authorities of the said society and for that the vendors shall sign such writings that may be required to be signed and executed for such transfers.
- That the vendors have no objection if the electricity/
 water connection are transferred in the name
 of the purchasers herein and that the vendors shall

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sign such writings that may be required to be signed and executed for such transfers.

- That the vendors have handed over all the documents in respect of the said premises to the purchasers herein and that the purchasers admits that they have received the same from the vendors.
- 7. That the vendors have no objection if the purchasers are admitted being the members of the society and have no objection if the shares and shares certificates are transferred/issued in the name of the purchasers herein.
- 8. That the vendors state that the purchasers shall be at liberty to carry on the business and/or to run the factory in the said premises in its name and that the vendors have no objection if the purchasers shall get the required licences from the authorities in their names.
- have taken the permission from the society for such transfers and sale of the said premises with shares and certificates in the name of the purchasers in the records of the society and on believing on the representations of the purchaser vendors the purchasers have agreed to purchase the said premises from the vendors herein.
 - 10. That the vendors have handed over all the documents in respect of the said premises to the purchasers herein and that till this date the vendors

has paid the taxes, outgoings, to the authorities and henceforth the purchasers shall pay the same to the authorities concerned.

- That the vendor hereby covenant with the pu chasers that they have neither mortgaged, sold transferred or created any charge or lien upon the said premises and is free from lien whatsoever nature.
- That the vendors hereby covenants with the purchasers that Industrial unit being agreed to be sold is free from encumbrances of any nature whatsoever and the vendors have full and absolute power to transfer and deliver possession of the said unot to the name of the purchasers.
- 13. That the purchasers shall be entitled to have and hold the possession, occupation and use of the said premises and the purchasers shall hold the same unto the use and benefit of the purchasers their, heirs, successors, and assigns for the ever without any claim, charge right, interests, demand or lien of the vendors or any person or persons claiming through or under them or in trust for them and that the purchasers shall pay all taxes, outgoings to the authorities from today onwards in respect of the saidpremises and the land.
 - The purchasers states that they shall abide by all the terms and conditions as imposed by the society and by the authorities concerned in respect of the said promises.

may be required to be signed for such transfers.

The Porchaser hereby agrees to pay famp Durely agrees to pay famp Durely

18. That the vendors state that they have got clear and marketable title in respect of the said premises and the same is free from encumbrances and lispendenses.

indemndation the authorities concerned and the purchasers against any loss, damnes, claims, actions, that may arise out of such transfers.

18. The tree version also seems to share be the limited to get the said promises transferred in the names of the purchasers werein.

IN WITNESS WHEREOF the arties hereto have hereunto set and subscribed their hands on thed ay and the year first

and.

bereinabove mentioned.

SIGNED, AND DELIVERED by the withinnamed vendors M/s.SILVER FLEXIBLE PACKAGING through its partners (1)Mr.Prem T.Ajwani (2)Smt.Shella T.Ajwani in the

, A s.T. Ajwani.

BON

presence of

SIGNED AND DELIVERED by the S. S. Gandhi

withinnamed purchasers M/s. B-5, Silver Belle Shreeniwas B surky Marg.

NATIONAL GUM PRODUCTS , th Fough Puri Road, J. B. Nagar, Andheri (Lase), Bombay -400 /20

its partners

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1.Mr.Sanjay Rajinder Puri

2.Mr.Rajiv Rajinder Puri

3.Mrs.Nirmal Rajinder Puri

in the presence of

4.Mr.Jugnu Rabinder Puri

Nirmal Puri

Jugna Puri

S. Gandhi

B-5. Silver Belte Shreeniwas B Jarka Marg,

Baman Puri Road, J. B. Nagar,

of Rs.7,00,000/-(Rs.seven lakhs only)being the full and final consideration of the said premises as per these presents.

WE SAY RECEIVED RS.7,00,000/-

witnesses.

K Vendors.



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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 25th day of March, 1992, BETWEEN SHRI SAJANBIR SINGH ANAND, Adult Indian Inhabitant of Bombay, residing at 'TIRATH' New Andheri Co-op. Hsg. Society Ltd., 34/3-B, 1st Floor, IInd Lane, Lallubhai Park, Andheri (West), Bombay - 400 058. hereinafter referred to as 'THE VENDOR' (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors or administrators of the assigns) of the ONE PART; A N D M/s. SILVER FLEXIBLE PACKAGINGS (through their Partnership and their partners namely 1) SHRI PREM T. AJWANI & 2) SMT. SHELLA T. AJWANI, Registered under Indian Partnership Act, 1932), both of Adult, Indian, Inhabitant of Bombay, having their Registered Office at 46, Navketan Industrial Estate, Opp. ONIDA, Mahakli Caves Road, Andheri (East), Bombay - 400 093. hereinafter referred to as the 'THE PURCHASERS' (which expression shall unless

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NOW THIS INDENTURE OF AGREEMENT WITNESSETH AS UNDER :-

- The Vendor shall sell and transfer with the l consent of the society and Purchaser shall purchase the said Shares of the Vendors and acquire the said premises together with the permanent and absolute right to use enjoyment and occupation of the said premises & together with the benefit to all the amounts standing to the credit of the Vendor in Books of the said Society towards Deposit, Sinking Fund, Dividends and any other amounts to which the Vendor is legitimatedly entitled for a lumpsum price for Rs. 4,25,000/- (Rupees Four lacs twenty five thousand only) including existing fixtures and fittings in the abovesaid Gala as on date. the state of the second of the second of
 - The Vendor hereby covenant with the Purchaser that they shall deliver vacant and peaceful possession of the said premises to the Purchasers on receipt of the full payment of Rs. 4,25,000/- of the consideration.

The Vendor hereby covenant with the Purchasers that they have neither mortgaged, sold, transferred or created any charge or lien upon the said premises and is free from lien whatsoever.

The Vendor hereby covenant with the Purchasers that the Industrial Unit being agreed to be sold is free from encumbrances of any nature whatsoever and the Vendor have full and absolute power to transfer and deliver possession of the said Unit to the Purchaser.

The Vendor doth hereby covenant with the Purchasers that they have paid their share of taxes and outgoings upto 31.3.1992 in respect of the said premises to the said society and if any amount is due upto 31.3.1992 from the Vendor to the said Society or any person or persons or authority for their share of taxes or outgoings or any amount relating to the said premises shall be made good by the Vendor to the Purchasers and the Vendor doth hereby agree to indemnify the Purchasers for payment thereof.

That the Purchasers shall be entitled to have and hold the possession, occupation and use of the said premises and the Purchasers shall hold the same unto the use and benefit of the Purchasers their heirs, successors & assigns for ever without any claim, charge, right, interest,

claiming through through or under them or in trust for them subject to payment by the Purchasers of all taxes, assessments, charges, duties or calls made by the Government, revenue or local authorities after 1.4.1992 in respect of the said premises and the land.

- The Purchasers doth hereby covenant with the Vendor that save and except as aforesaid the Purchasers from the date of the delivery of possession of the said premises shall be liable to pay their share of taxes and outgoings in respect of the said premises to the said society and shall also become a member of the said society, and shall abide by the terms and conditions of this agreement and also abide by the rules and regulations and Bye-laws of the said society.
- 8. The Purchasers shall pay taxes, charges, in respect of the said premises to the said society from 1.4.1992. It is hereby agreed that the Transferees payable to the said society shall be paid and borne by the Purchasers and the Vendors equally. It is agreed by the Purchasers that they shall give an Undertaking to the society as required.
- The Vendor hereby covenant with the Purchaser that the Vendor shall from time to time and all times whenever required upon by the Purchasers

to execute all such deeds and things whatsoever for more perfectly securing the interest of the Purchaser in the said premises and the sale will be deemed to be completed when the purchasers name is entered in the record of the society as a member and the Share Certificate is duly transferred to their name in the record of the Society.

- that the said society has consented to transfer all rights, title, interest and claim of the Vendor in respect of the said premises alongwith the Shares bearing Nos. 346 to 360 both inclusive to the name of Purchaser.
 - 11. The Vendor hereby agree to deliver all relevant document, papers and receipt of payments made by the Vendor to the Purchasers at the time of delivering possession of the said premises to the Purchasers.
 - 12. The Purchasers hereby agrees to pay the Stamp

 Duty as applicable on this purchase deed, only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written. SIGNED, SEALED & DELIVERED BY the withinnamed "VENDOR" SHRI. SAJANBIR SINGH ANAND, in the presence of freshir) str

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SIGNED, SEALED AND DELIVERED by the withinnamed "PURCHASEAS" M/s. SILVER FLEXIBLE PACKAGINGS, through their partners SHRI. PREM T. AJWANI & SMT. SHELLA T. AJWANI, in the presence of ... UMESH JAIN

For M/s. Silver Flexible Packagings,

SIT: Ajwani Partner,

-: RECEIPT:-

RECEIVED of and from the withinnamed Purchasers M/s. SILVER FLEXIBLE PACKAGINGS, through their Partners SHRI. PREM T. AJWANI & SMT. SHELLA T. AJWANI, a sum of Rs.4,25,000/- (Rupees Four Lacs twenty five thousand only) being the full and final consideration within mentioned to be paid by the aforesaid Durchasers to us by Pay Order No. 446912 Dated. 24.3.1992 drawn on Bank of India, Chakala, Bombay - 400 067, being the total consideration for the Gala No. 102, on First Floor in 'F' Building of Ansa Industrial Estate, Saki Vihar Road, Andheri (E), Bombay - 400 072. WITNESSES :

1. UMESH JAIN

2. Prim's



SAJANBIR SINGH ANAND).