

“SHREE” (General Stamp Rs. 39,00,000/-)

AGREEMENT FOR SALE

CONSIDERATION VALUE Rs. 6,50,00,000/-

THIS ARTICLES OF AGREEMENT FOR SALE made and entered into at Bhiwandi on this ___th day of October, 2024;

B E T W E E N

“THE PURCHASER” : **M/S. CONTINUITY PRINTERS PRIVATE LIMITED**, (PAN: AAGCC6725K), A Private Limited Company, duly registered under Companies Act; having its Office Address Unit No. 14-16, 114-116, 214-216, 56, Bldg B-1, Bhumi World Village, Pimplas, NH-3, Taluka – Bhiwandi, Thane – 421 302; Through Its Director **SHRI MAHESH GAGGAR**, Age 61 Years, Occupation : Business, (UID No. 9347 5949 0750); (which expressions shall unless it be repugnant to the context or meaning thereof, mean and include its Directors and their respective legal heirs, executors, administrators, legal representatives, assigns, etc.) **PARTY OF ONE PART**,

A N D

“THE VENDOR” : **M/S. ORNAMENT CREATIONS LLP**, (PAN: AAEOF08931E), A Limited Liability Partnership Firm, having its Office Address Unit-B1/11, 12, 111, 112, 211, 212, Bhumi World Ind. Park, Pimpalas, Opp. Amantra Tower, Mumbai- Nashik Highway, Bhiwandi, Dist. Thane - 421302; Through Its Partners **1) SHRI KIRAN JAWANTRAJ RATHOD**, Age 62 Years, Occupation: Business, (UID No. 4388 8853 4675); **2) SHRI RAVINDRA JAWANTRAJ RATHOD**, Age ___ Years, Occupation: Business, (UID No. _____); **3) SHRI JAYESH JAWANTRAJ RATHOD**, Age 62 Years, Occupation: Business, (UID No. 4388 8853 4675); (which expressions shall unless it be repugnant to the context or meaning thereof, mean and include its Partners and their respective

legal heirs, administrators, legal representatives, assigns, etc.)

PARTY OF OTHER PART;

WHEREAS :-

1. The Vendor is the owner, seized and possessed and otherwise well entitled to the ALL THAT Industrial Unit Nos. 11 and 12, on Ground Floor, Industrial Unit Nos. 111 and 112, on First Floor, and Industrial Unit Nos. 211 and 212, on Second Floor, each area admeasuring about 2400.00 Sq. Fts., equivalent to 223.05 Sq. Mtrs.; totally area admeasuring about 14400.00 Sq. Ft., equivalent to 1338.30 Sq. Mtrs., (Carpet Area); having Grampanchayat House No. “_____”; in Building No. “B-1”, of R.C.C. Building named as “**BHUMI WORLD INDUSTRIAL PARK**”; constructed on Land bearing New Survey No. 88, Hissa No. 4 (Old Survey No. 176, Hissa No. 4), Survey No. 88, Hissa No. 5, and Survey No. 88, Hissa No. 6; situate, lying and being at Village Pimplas, Taluka Bhiwandi, Dist. Thane; within the limits of Grampanchayat Pimplas, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; and more particularly described in the Schedule written hereunder; (and for the sake of brevity, hereinafter referred to as “said Industrial Units”).

2. By virtue of a Registered Agreement For Sale bearing Registration Serial No. 142/2017, duly executed and registered on dated 13/01/2017; duly registered with Joint Sub-Registrar of Assurances, Bhiwandi-3; the Vendor herein has purchased the said Industrial Units from M/S. BHUMI ASSOCIATES Through Its

Proprietor SHRI PRAKASH NANJI PATEL (the Builder therein) and since then, the Vendor has acquired ownership rights over the said Industrial Units and is in use occupation, enjoyment and possession of the said Industrial Units being absolute owner thereof and the same is recorded in the name of the Vendor in all Government Record of Rights.

3. Whereas the Grampanchayat Pimplas has granted permission to construct the godown on the abovesaid Industrial Units by passing Resolution No. 5(19), on dated 24/02/2009, Vide Outward No. 2008/02009, dated 24/02/2009 and by passing Resolution No. 5(21), on dated 31/08/2009, Vide Outward No. 2009/2010, dated 31/08/2009.

4. And whereas the Purchaser has seen and satisfied itself about the title of the said Industrial Units and found the same clear, marketable and free from all encumbrances.

5. The Purchaser is desirous of purchasing the ALL THAT Industrial Unit Nos. 11 and 12, on Ground Floor, Industrial Unit Nos. 111 and 112, on First Floor, and Industrial Unit Nos. 211 and 212, on Second Floor, each area admeasuring about 2400.00 Sq. Fts., equivalent to 223.05 Sq. Mtrs.; totally area admeasuring about 14400.00 Sq. Ft., equivalent to 1338.30 Sq. Mtrs., (Carpet Area); having Grampanchayat House No. “_____”; in Building No. “B-1”, of R.C.C. Building named as “**BHUMI WORLD INDUSTRIAL PARK**”; constructed on Land bearing New Survey No. 88, Hissa No. 4 (Old Survey No. 176, Hissa No. 4), Survey No. 88, Hissa No. 5, and Survey No. 88, Hissa No. 6; situate, lying and

being at Village Pimplas, Taluka Bhiwandi, Dist. Thane; within the limits of Grampanchayat Pimplas, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; and more particularly described in the Schedule referred to in this Agreement For Sale.

6. The Vendor has agreed to sell to the Purchaser the said Industrial Units and the Purchaser has agreed to purchase from the Vendor, the said Industrial Units at Village Pimplas, Taluka Bhiwandi, Dist. Thane on the aforesaid land with all rights, attached and/or relating thereto for a consideration of Rs. 6,50,00,000/- (Rupees Six Crore Fifty Lakhs Only) being the market value, free from all encumbrances, liabilities and charges on what is known as "Ownership basis".

7. The Purchaser has seen and satisfied itself about the title of the said Industrial Units and found the same clear, marketable and free from all encumbrances and thereafter the Purchaser has requested the Vendor to execute this Agreement For Sale in respect of the said Industrial Units in favour of the Purchaser and the Vendor has agreed to execute this Agreement For Sale in respect of the said Industrial Units in favour of the Purchaser in the matter hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

A. THAT in pursuance of the Indenture of Agreement For Sale and on part consideration of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) having paid by Cheques/RTGS/NEFT by the Purchaser to the Vendor on or before the execution of this Agreement For Sale as under :-

<u>Name of the Bank</u>	<u>Cheq. No.</u>	<u>Date</u>	<u>Amount Rs.</u>
	<u>RTGS No.</u>		
	<u>NEFT No.</u>		

Total	11,00,000/-
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(Subject to the realization of the Cheques/RTGS/NEFT, the receipt of the same, the Vendor hereby admits, acknowledges and releases the Purchaser forever).

B. THE Purchaser shall pay to the Vendor the said total consideration amount of Rs. 6,50,00,000/- (Rupees Six Crore Fifty Lakhs Only) as under :-

A. Rs. 11,00,000/- : (Rupees Eleven Lakhs Only) as Earnest Money Deposit on or before the execution of this Agreement.

B. Rs. 6,39,00,000/- : (Rupees Six Crore Thirty Nine Lakhs Only) towards balance consideration amount on before the date of 31st October 2024.

Rs. 6,50,00,000/-	: Total
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C. THE Purchaser doth hereby covenant to pay the consideration amount punctually as particularly mention in clause no. B hereinabove as the time being is an essence of this contract. In the event of the Purchaser making any default in payment of any installment of the purchase price, the Vendor will be entitled to terminate this Agreement by giving 15 day's notice and the Vendor shall refund to the Purchaser all the moneys paid by the Purchaser of purchase price hereunder without any interest immediately after the termination of this agreement.

D. THE Vendor hereby agrees to give possession of the said Industrial Units to the Purchaser immediately after payment of full and final consideration subject to strike, civil commotion or any act of God such as earthquake, flood or any other natural calamities or any other cause beyond the control of the Vendor.

E. UNDER no circumstance possession of the said Industrial Units shall be given by the Vendor to the Purchaser, until all payments required to be made to the Vendor is paid and observed all the terms and conditions of the Agreement.

F. BOTH parties hereby agreed that all the terms and conditions of the said Agreement For Sale bearing Registered Serial No. 142/2017, duly executed and registered on dated 13/01/2017; shall be binding on the Purchaser herein and in future every next Purchaser.

G. THE Vendor hereby states and declares that all the charges, taxes, cesses, and contributions in common expenses in respect of the above said Industrial Units upon the date of handing over peaceful and vacant possession of the said Industrial Units shall be paid by itself and receipts thereof shall be handed over by itself to the Purchaser.

H. THAT the Vendor now has in itself good rights, full powers and absolute authority to grant, convey or assure or transfer and assign the said Industrial Units hereby granted, released, conveyed or assured or intended to be UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid.

I. THE Vendor further declares that it has not received any notice of acquisition or requisition or reservation of the said Industrial Units from Government of Maharashtra or Collector of Thane or Grampanchayat Pimplas or any other concerned Local Public Authorities or Bodies and/or any other concerned Authorities.

J. THE Purchaser states and declares that it shall be liable to pay all the above said charges, taxes, cesses, contributions in common expenses in respect of the above said Industrial Units from the date of registration of this Agreement for Sale.

K. IT is agreed between the Vendor and the Purchaser that the Incidental charges, including Stamp Duty, Registration Charges and Advocates Fees in respect of these presents shall be borne by the Purchaser.

L. THE Vendor states and declares that neither it has any pending dues/charges in respect of the above said Industrial Units nor mortgaged, leased nor created any other burden and/or encumbrances in respect of the above said Industrial Units. The Vendor has also not let out the said Industrial Units to anybody else and the said Industrial Units is in exclusive use, occupation and possession of the Vendor till the date of execution hereof and the execution hereof and the above said Industrial Units is free from all or any encumbrances and not the subject matter of any suit, appeal or decree or any other proceedings/orders in any Court or before any Competent Authority.

M. THE Vendor hereby declares and states that it has got absolute right, title and interest in respect of above said Industrial Units and the same is clear, marketable and undisputed.

N. THE Vendor hereby states and declares that the above said Industrial Units is the exclusive and self-acquired premises of the Vendor and nobody else have got any right, title and/or interest in respect of above said Industrial Units or nobody else has any claim in respect of said Industrial Units. In case if any claim in that respect is found later on, the Vendor alone shall be liable and undertake to settle the said claim entirely at its risk, cost and consequences and shall provide necessary conveyance to that effect in writing to the Purchaser.

O. THE Vendor covenants with the Purchaser that the Vendor shall co-operate to transfer the said Industrial Units in the name of the

Purchaser and/or their nominees and/or as per the names suggested by the Purchaser in all Government records, etc.

P. THE Vendor hereby states, declares and confirms that the Purchaser shall be entitled to get transferred the Electricity Meter No. _____, having Consumer No. _____ installed in the said Industrial Units to the name of the Purchaser and the Vendor shall, if required give their fullest co-operation in that regard.

Q. FURTHER it is agreed between the parties hereto that, the Vendor shall provide all the original and zerox copies of papers, documents, etc. related to the said Industrial Units on payment of full and final consideration amount.

R. THE Purchaser further states and declares that it shall observe and perform all the stipulations and conditions regarding occupation and use of the said Industrial Units and shall pay and contribute regularly and punctually towards the taxes, expenses and/or all other outgoing in accordance with the terms and conditions of this Agreement.

S. THE Vendor and all the persons claiming under him do hereby state and declare that for all the time hereafter they undertake to do and to execute or cause to be done and executed all such lawful deeds and things whatsoever for the further and more perfectly conveying and causing the Purchaser and its Directors and their heirs, successors, executors, administrators and assigns etc., in respect of above said Industrial Units, according to the true intentions of these presents.

T. THE Vendor and the Purchaser undertake with each other to complete all the respective stipulations and conditions in these writings.

U. THE Vendor and the Purchaser state and declare that they have executed present writings after fully understanding the meaning and implications thereof and the same shall be binding on all of them, their heirs, successors, executors, administrators, assigns etc.

THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT Industrial Unit Nos. 11 and 12, on Ground Floor, Industrial Unit Nos. 111 and 112, on First Floor, and Industrial Unit Nos. 211 and 212, on Second Floor, each area admeasuring about 2400.00 Sq. Fts., equivalent to 223.05 Sq. Mtrs.; totally area admeasuring about 14400.00 Sq. Ft., equivalent to 1338.30 Sq. Mtrs., (Carpet Area); having Grampanchayat House No. “_____”; in Building No. “B-1”, of R.C.C. Building named as “**BHUMI WORLD INDUSTRIAL PARK**”; constructed on Land bearing New Survey No. 88, Hissa No. 4 (Old Survey No. 176, Hissa No. 4), Survey No. 88, Hissa No. 5, and Survey No. 88, Hissa No. 6; situate, lying and being at Village Pimplas, Taluka Bhiwandi, Dist. Thane; within the limits of Grampanchayat Pimplas, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane.

The said Industrial Units sold and conveyed is bounded as under:-

Towards its East is	:	}	As Per Plan
Towards its West is	:		
Towards its South is	:		
Towards its North is	:		

IN WITNESSES WHEREOF, the Parties have unto set and subscribed their respective hands and seals on the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
 BY THE WITHIN-NAMED "**VENDOR**")
M/S. ORNAMENT CREATIONS LLP)
 THROUGH ITS PARTNERS)
1) SHRI KIRAN JAWANTRAJ RATHOD) _____
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2) SHRI RAVINDRA JAWANTRAJ RATHOD) _____
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3) SHRI JAYESH JAWANTRAJ RATHOD) _____
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SIGNED, SEALED AND DELIVERED)
 BY THE WITHIN-NAMED "**PURCHASER**")
M/S. CONTINUITY PRINTERS PRIVATE LIMITED)
 THROUGH ITS DIRECTOR)
SHRI MAHESH GAGGAR) _____
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WITNESSES :-

1. _____

2. _____