Tuesday, October 18, 2011

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पावती क्र.: 5585

गावाचे नाव जालना नगरपरिषदेचा संपूर्ण भाग दरतऐवजाचा अनुक्रमांक

दिनांक 18/10/2011

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दस्ता ऐवजाचा प्रकार

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Rs. 0210100/- PB6866

INDIA STAMP DUTY MAHARASHTRA

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SALE DEED

(Sheet No. 32)

Valuation as per Ready Reckoner :: _____/Consideration as per the Sale deed ::35,00,000/-

This Indenture of Sale Deed is Made and Executed on this ____ Day of October, 2011 At Jalna By

1. Shri. Jagdish Nathmalji Nathani,

Age: 47 years, Occupation: Business, R/o. Durgamata Road, Jalna. (PAN No. AAOPN5794L)

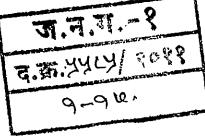
2. Shri. Mahesh Nathumalji Nathani,

Age: 43 years, Occupation: Business,

R/o. Durgamata Road, Jalna.

(PAN No. ABHPN6353Q)





1

3. Shri. Nareshkumar Dineshkumarji Jethliya,

Age: 39 years, Occupation: Business,

R/o. Karwa Nagar, Jalna.

(PAN No. AAUPJ7161R)

Hereinafter called the "The Vendors" " (which expression unless repugnant to the context or meaning shall deemed to include their heirs administrators, successors, representatives and assigns) of the FIRST PART.

AND

Ketan Shah Industries L.L.P,

a Limited Liability Partnership, Registered under the provisions of the Companies Act 1956 and having its registered office at Plot No.6, Nath Nagar, Jalna, through one of its partner Shri Ketan Vinodkumar Shah hereinafter called "The Purchaser" (which expression unless repugnant to the context or meaning shall deemed to include their heirs, administrators, representatives and assigns) of the SECOND PART.

WHEREAS, the Vendors have assured and represented that, Property bearing Plot CTS No. 2894, admeasuring 883.5 Sqm. situated at Talreja Nagar, Jalna was owned by Shri. Radhesham Fakirchand Mundada since 1969 by virtue of Sale Deed dated 06/11/1969 bearing Registration No. 723.

AND WHEREAS, the Vendors have assured and represented that Sau. Dipti Jagdish Khattar and Shri. Amit Jagdish Khattar purchased the said plot baring CTS No. 2894 from Shri. Radhesham Fakirchand Mundada by virtue of Sale Deed dated 03/07/2004 registered at day book Sr. No. 2112 and names of Sau. Dipti Jagdish Khattar and Shri. Amio Jagdish Khattar weremutated as owner and possessor vide mutation entry No. 6139 in the city survey records.

AND WHEREAS, the Vendors have assured and represented that they have purchased the said bearing CTS No. 2894 from Sau. Dipti

day book Sr. No. 5344/2010 and their names have been mutated in the as owner and possessor of the said Plot bearing CTS No. 2894 vide mutation entry No. 24784 in the city survey records.

AND WHEREAS, the Vendors have assured and represented that the said plot is owned and possessed by him and that the title of the Vendors over the said Plot is clear, marketable and free from all kinds of encumbrances and charges, and the said Plot is not any subject matter of any acquisition, requisition or litigation, and he has not entered into any agreement/understanding with any third person for transferring of the said Plot and he is fully competent to sale the Plot Bearing CTS No. No. 2894 a measuring cases. 5 Sq. Mtrs. more particularly described in Schedule.

AND WHEREAS, the Vendors have assured and represented that the said Plot is their self acquired property and no one else in their family have any right, share or interest in the said Plot property.

AND WHEREAS, relaying on the assurances and representations made by the Vendors, the Purchaser has decided to purchase the Said Plot / property bearing CTS No. 2894 Talreja Nagar, jalna particularly described in Schedule I. The Vendors have agreed to sale the Said Plot and the purchaser has agreed to purchase the said plot for a total consideration of Rs.35,00,000 /-(Rupees Thirty Five Lakhs Only).

NOW THEREFORE THIS INDENTURE OF SALE WITNESSES AS FOLLOWS:-

The recitals contained herein above shall form and be treated as integral part of the operative part hereof.

In consideration of Rs.35,00,000/- (Rupees Thirty five lakhs Only) received by the Vendors from the Purchaser, as under:

| Sr. No. | Cheque No. | Cheque Date | Bank | Amount in Rupees |
|------------|---------------|-------------|------------------------|---------------------|
| , 1 | 001964 | 03/10/2011 | Axis Bank Ltd., Jalna. | Rs. 5,00,000/- |
| 2 | 010113 | 18/10/2011 | Axis Bank Ltd., Jalna. | Rs. 7,50,000/- |

| 4 | 010115 | 18/10/2011 | Axis Bank Ltd., Jalna. | Rs. 10,00,000/- |
|---|------------------------------------|------------|------------------------|-----------------|
| | Total (Rs.Thirty Five Lakhs Only.) | | | Rs.35,00,000/- |

Thirty five Lakhs Only) is hereby acknowledged by Vendors], the Vendors do hereby acquits, releases, discharges, the said Purchaser and do hereby, grant, sell, assign, convey and assure unto the said Purchaser forever said Plot bearing CTS No. 2894 admeasuring 883.5 Sq. Mtrs, situated at Talreja Nagar, Jalna, more particularly described in the Schedule together with all privileges, easements, profits, advantages, rights, appurtenances, whatsoever to or in any way pertaining to or part thereof, now or at any time hereto before usually held, used, occupied or enjoyed therewith or repute or known as part or member thereof and also together with documents of ownership.

And all the estates, rights, title, interest, uses inheritances, property, possession benefits claims and demands whatsoever at law and equity of the said Vendors into or out of or upon the Said Property or any part thereof.

TO HAVE AND TO HOLD the singular the Said Property hereby granted, conveyed and assured or expressed to be with it and every of its rights, appurtenances and to the use and benefits of the Said Purchaser.

Now the said Vendors do hereby covenant with the above Purchaser that the Purchaser notwithstanding any act, deed, matter or thing whatsoever by the said Vendors or any person or persons lawfully or equitably claiming by, from through, under or in-trust for their made, done, committed, omitted or knowingly or willingly suffered to the contrary and the Vendors have good right, full power and absolute authority to grant, convey and assure the Said Property hereby conveyed, granted or assured or intended to be unto and to the use of the said Purchaser in the manner aforesaid and that it shall be lawful for the said Purchaser to hold peaceably and quietly and to possess the Said Property hereby conveyed, transferred with appurtenances without any suit, eviction,

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hereby assure of all title and quiet possession against all former and other estates, title, charges and encumbrances whatsoever, already or to be hereafter made, executed or suffered by the said Vendors.

Possession of the Said Property conveyed hereunder is delivered today to the said Purchaser.

AND THIS INDENTURE FURTHER WITNESSETH THAT:

The said Vendors at the request and costs of the said Purchaser do and execute or cause to be done and execute all such further and lawful acts, deeds, things, matters, conveyances and assurances, whatsoever for the better, further and perfectly and absolutely granting and assuring the Said Property hereby granted unto and to the use of the Said Purchaser. The Vendors do hereby covenants that the Vendors have not done, omitted, or knowingly suffered and had been party or privy to any act, deed or thing, whereby he is prevented from granting and conveying the Said Property as aforesaid or whereby the same or any part thereof is, can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever.

AND THIS INDENTURE WITNESSETH THAT the said Vendors have handed over the original of title deed dated 19/11/2010, of the property hereby conveyed to the Purchaser. All the taxes such as Municipal Tax, N. A. Tax, Property Tax in respect of Said Property and the electricity consumption charges, till the date of present Sale Deed have been paid by the Vendors.

The Vendors hereby declare and admit that the Purchaser has become absolute owner and possessor of the Said Property under sale and therefore, the Purchaser shall be entitled to enjoy the Said Property as per his choice and wish. The Purchaser can mutate his name in City Survey and the Vendors have no objection for the same. They further declare that they will not challenge or dispute the ownership and possession of the Purchaser over the said property on any ground whatsoever in future at SUB-RECO

THAT the convey the convey the state of the convey the

SCHEDULE

All part and parcel of layout plot bearing CTS No. 2894, admeasuring 883.5 Sqm. situated at Talreja Nagar, within the limits of Municipal Corporation Jalna, Bounded as follows:

Towards East

Galli,

Towards West

9.00 Mtr Wide Internal Road,

Towards North

CTS No- 2895

Towards South

Sheet No. 35.CTS No- 4016,

IN WITNESSETH WHEREOF THE VENDORS, THE PURCHASER Hereto have hereunto put their respective signatures on the day and year first hereinabove written.

WITNESSES:-

VENDORS

1. Harel Talrula

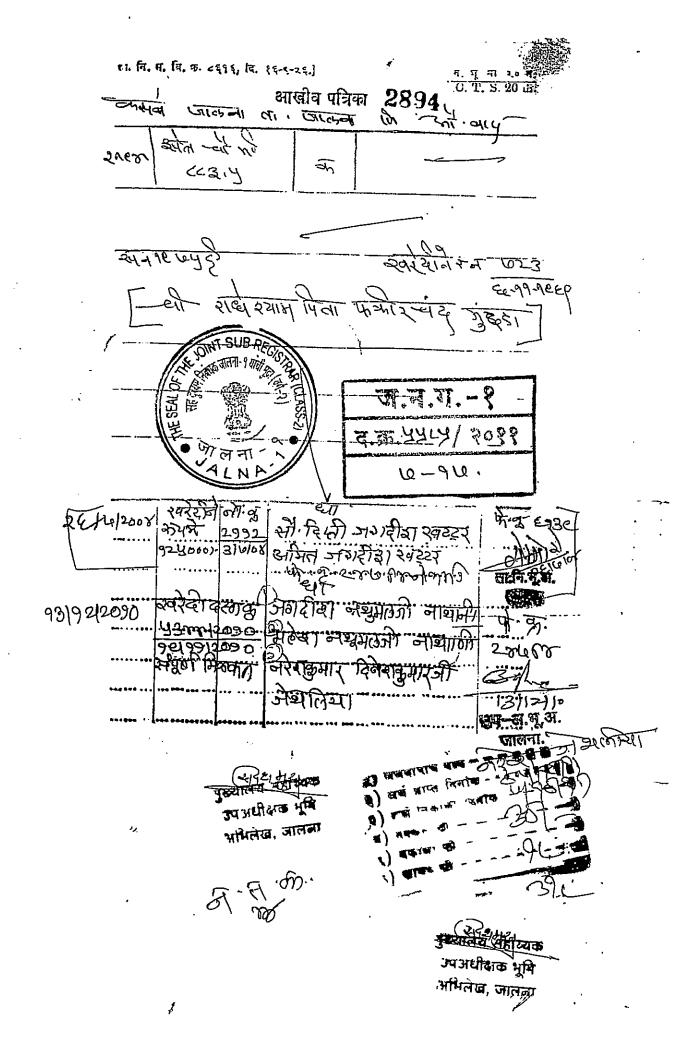
हरेश भारतिकारी ततरिणा 1. Jagdish Nathmalji Nathani
R/o.
तामरेपा नगर जिल्ला

2. Mahesh Nathumalji Nathani

3. Nareshkumar Dineshkumarji Jethliya

PURCHASER

Ketan Shah Industries L.L.P



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| IFS CODE - UTIB0000487 Payable at par at all branches of Axis | Bank in India. |
| | P9 77 77 77 |

PLAN FOR REGISTRATION OF SALEDEED OF PROPERTY BEARING C.T.S NO-2894, SHEET NO-32, SITUATED AT TALREJA NAGAR NEAR MISSION HOSIPITAL, JALNA.

VENDOR -: 1) Shri.Jagdiseh Nathumalji Nathani.

- 2) Shri.Mahesh Nathumalji Nathani.
- 3) Shri. Nareshkumar Dineshkumarji Jethliya.

<u>VENDEE</u>-:Shri. Ketan Vinod Shah.

