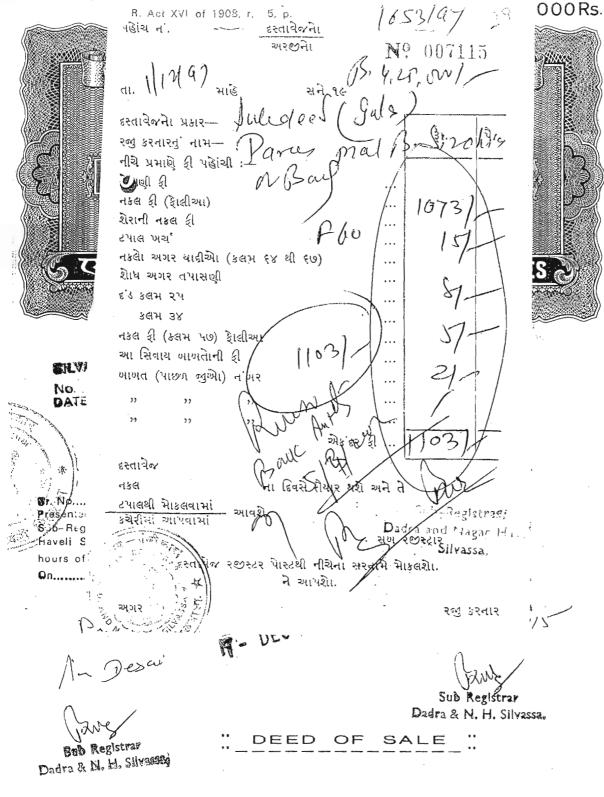


Mr. Prognesh - 98797 68996 Deepair Phiarma- 9322509991



THIS <u>DEED OF SALE</u> made at SILVASSA in the Union Territory of Dadra and Nagar Haveli on 1st day of December, 1997, BETWEEN, M/s. AJAY ENTERPRISES a Partnership concern

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Sub-Treasury Officer DNH. Silvassa.

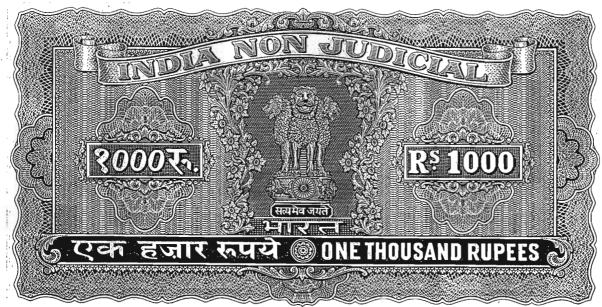


having its Registered Office at 6, Krunal Apartment, Opp. Cottage Hospital, Silvassa, Dadra and Nagar Haveli through its Partner SHRI, AJAYBHAI THAKORBHAI DESAI, Hindu by Religion, Adult, Businessman by Occupation, Residing at Krunal Appt., Opp. Cottage Hospital, Silvassa, Dadra and Nagar Haveli, hereinafter called as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof mean and include the partners, for the time being their successor/successors their/his respective heirs, executors, administrators and assigns) of the ONE PART.

AND SHRI. PARAS MAL B. SIROHIA, Son of Bhikamchand Sirohia, Aged about 38 Years, Hindu by Religion, Occupation Business, Residing F-4-B, 507, Shankar Dham, Sundrvan Complex, Off. Lokhandwala Link Road, Andheri (West), Mumbai-53, hereinafter referred to as the "PURCHASER

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expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the <u>OTHER PART.</u>

Whereas the VENDOR is an owner and in possession of non-agricultural land bearing Plot No. 1 of Survey No. 202 admeasuring 5045 Sq. Mtrs. at Village Dadra in the Union Territory of Dadra and Nagar Haveli, more particularly described in the Schedule 'A' hereunder written.

AND Whereas the VENDOR became lawful owner and in possession of the said land. AND Whereas Administration of Dadra and Nagar Haveli, Silvassa by their Oficical Order No. TPS/CP/FB/Srv.No./Pt.No./1178 dated 10/10/1997, issued construction permission for building constructed on said land and whereas the construction of building on the said plot is already completed.

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AND Whereas the VENDOR applied to the competent authority to issue Occupancy Certificate for the Ground Floor of the building 'A' on the said Survey Number and the Associate Planner issued the necessary Town and Country have Certicicate vide his Order No. ATP/OC/Dadra/S.No.202/1/97/1357 dated 25/11/1997.

AND Whereas the PURCHASER having demanded from the Vendor inspection of building plan, construction permission letter, specifications, amenities, provided, services provided, quality of construction. Provided and other documents relating to the said land/property. Such inspection has been given to and verified and checked by the PURCHASER.

AND Whereas the PURCHASER has taken inspection of the documents relating to the title of the said land/property

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> Sub-Treasury Officer DNH. Silvassa.

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and has satisfied himself about the title of the said property of the VENDOR there and whereas to the knowledge of the VENDOR there is no encumbrance on the said property and that the title of the lands clear and marketable.

<u>AND Whereas</u> the PURCHASER has taken inspection of the building thoroughly and has satisfied about quality of construction, specification, amenities provided, services provided.

AND Whereas the VENDOR has already informed the PURCHASER that in the event of more area of construction being made available by the Administration, in respect of the said property, the right to construct the additional the same shall remain with the VENDOR only and that the PURCHASER

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shall not obstruct the same and the PURCHASER will not demand any compensation whatsoever. And under this condition one Gala described in the Schedule 'B' hereinafter is sold to the PURCHASER.

AND Whereas on the aforesaid understanding and terms and conditions hereinafter mentioned the Industrial Gala Bearing No. 7, in the Building 'A' on Ground Floor at Dadra Industrial Estate, Opp. Check Post, Dadra in the Union Territory of Dadra and Nagar Haveli, admeasuring 1463.80 Sq. Fts. (135.99 Sq. Mtrs.) Super Built up area on the Plan ANNEXURE-I is sold to the PURCHASER. The said Gala is more particularly described in Schedule 'B' hereunder written referred to as the said Industrial Gala.

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AND Whereas the VENDOR has sold and the PURCHASER has purchased the above said Gala more particularly described in the Schedule 'B' hereunder written hereinafter described for the total lumpsum price consideration of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only).

NOW THIS INDENTURE WITHNESSETH AS FOLLOWS :-

1] The VENDOR has constructed two buildings on the said plot consisting of 18 Galas each in accordance with the plan, specifications seen and approved by the concerned authority with such variations and modifications as the VENDOR may in his discretion consider necessary and desirable hereafter or as may be required to be done by government or local Authority the PURCHASER shall not

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be entitled to object to such alterations, variations and or modifications of the said plan & construction.

- 2] The PURCHASER has taken inspection of the said Gala has satisfied about the quality of work specifications, amenities provided, services provided.
 - The PURCHASER has purchased the said Gala in building as showing on plan approved by the PURCHASER for the total sum of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only). And Whereas the PURCHASER has paid the full amount of consideration to the VENDOR. And the VENDOR hereby admits and acknowledge the receipt of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only) and the VENDOR does hereby sell, grant, convey and assure unto the PURCHASER forever all that piece or parcel of immovable property more particularly described in the schedule hereunder written together with all rights and previlages whatsoever connected to the said Industrial Gala held & enjoyed by the VENDOR and all the right, title, interest, claim and demand whatsoever of the VENDOR into or upon the immovable property and every part of the said Gala, sold granted & conveyed unto and to the use of the PURCHASER forever and absolutely subject neverthless to the payment of all the taxes now or hereafter become payable to the Government or Panchayat in respect

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thereof and business activities etc. of the PURCHASER from today onwards.

- 4] The PURCHASER has to pay all the necessary deposit against taxes, water and electricity deposits charges etc. and all incidental charges if any as may be required to be paid as may be the actuals.
- 5] The VENDOR has today given the physical and peaceful possession of the said Gala hereinafter described in the Schedule 'B' hereunder written. Now onwards the PURCHASER shall be free to enjoy and user the said Gala as owner and possessor of the said Gala the VENDOR has not reserved any right in the said Gala to be PURCHASER by these presents.
- The PURCHASER has right to use the common passage, road, open space, parking place etc. as co-owner. The PURCHASER has also right to take water from the overhead water tank build over the terrace of the said building as co-owner and the PURCHASER shall have to pay the proportionate operating and maintenance cost of water pump from time to time as co-owner.
- 7] The PURCHASER shall maintain the said Gala from today at his own costs in good and tenantable condition and repairs.

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- 8] The PURCHASER shall use the said Gala for manufacturing activities and business.
- 9] If further construction is allowed by the authority of the said land the VENDOR would be entitled to put additional or other construction and that the PURCHASER will not obstruct the VENDOR in exceresing the additional construction.
- The PURCHASER shall be liable to bear and pay all taxes and charges proportionately for electricity operating, maintenance costs of water supply, drainage lighting, the common passage, terrace and stair case cleaning the common passage, staircase and terrace land and other outgoings whatsoever it may be from today onwards.
- 11]. If at any time development and or betterment charges or other levy are/is charged, levived or sought to be recovered by the panchayat, government and/or any other public authority in respect of the said land and/or building, the same shall be responsible of all the PURCHASER of floor space in the building proportionately.
- 12] The PURCHASER shall have no right to claim whatsoever except for one Gala hereby sold.
- 13] The present PURCHASER and future PURCHASER shall abide by the terms and conditions contained in this Sale-Deed strictly.

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- 14] The PURCHASER shall not create any nuisance in front of the property to disturb its elevational beauty and harming for healthy environment.
- 15] In this sold premises no inhygynic hazarduous and illegal materials/goods will be sold, manufacture, stored. Which may create nuisance to any other/adjacent co-holders.
 - 6] The PURCHASER shall have share in undivided land on which Building 'A' is constructed alongwith the other owners of the gala in case of collapse/reconstruction of the building.
- 17] Any alteration, basically in the structure is not allowed in any case.
- 18] The PURCHASER shall have the right to let sub-let, transfer, assign, mortgage etc. as per the prevailling rules of the Government and Panchayat etc. from time to time for the Gala to the PURCHASER by the VENDOR alongwith all terms and conditions which are fixed between the VENDOR and PURCHASER in this Sale Deed.
- 19] The PURCHASER of all Galas in the said building will form and join a limited company or co-operative society or any other incorporated body, as the VENDOR may decide as per sales and the PURCHASER agrees to join

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such body. All cost, charges and expenses in connection with the formation/registration etc. of the co-perative society as well as the cost of preparing executing and registering of the conveyance and any other documents as also the professional fees of the advocates and stamp duties applicable at the time of the conveyance & registration charges shall be born and paid proportionately by all the PURCHASER of the said building and VENDOR shall not be liable to contribute towards such expenses.

- The said gala is not offered, sold, mortgaged to any other company or financial institutes by the VENDOR prior to execution of this agreement and the title of the above said gala is clear and marketable and free from any kind of encumbrances. If at all in future the title of the said gala found defective in such case the VENDOR hereby indemnify to the PURCHASER for all loss, damage occurs to the PURCHASER.
- It is agreed by and between the parties hereto that this agreement shall be subject to the exclusive jurisdication of the civil courts of Dadra and Nagar Haveli. The PURCHASER shall be entitlted to get his name entered in the Government and Panchayat records by producing this Sale Deed and the VENDOR does hereby agree to give their statement or signature wheresas the

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wherever necessary to transfer this property in the name of the PURCHASER.

SCHEDULE - A :-

All that piece and parcel of non-agricultural bearing Plot No. 1 of Survey No. 202, admeasuring 5045 Sq. Mtrs. situated at Village Dadra in the Union Territory of Dadra and Nagar Haveli, which is bounded as follows:-

On or towards the North : Silvassa-Vapi Main Road.

On or towards the South : Plot No. 2 of Survey No. 202.

On or towards the East : Survey No. 201.

On or towards the West : Survey No. 206 & Village Road.

SCHEDULE - B :-

The Industrial Gala No. 7 in Building 'A', on Ground Floor at Dadra Industrial Estate, Opp. Check Post, Dadra of the Union Territory of Dadra and Nagar Haveli, having Super Built up area of 1463.80 Sq. Fts. (135.99 Sq. Mtrs.) upon the plot referred to in Schedule 'A' hereinabove. Bounded as follows:

On or towards the North : Vapi-Silvassa Main Road.

On or towards the South : Building 'B' of Survey No.

202/1.

On or towards the East : Gala No. 6 of Building 'A'.

On or towards the West : Gala No. 8 of Building 'A'.

Contd.....14/-

IN WITNESSESS WHEREOF the parties hereto have hereunto set their respective hands on the day and year first hereinbefore mentioned.

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" RECEIPT " ~-=*=*=*=-~

RECEIVED of and from the PURCHASER withinnamed the sum of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only) being the full and final consideration money paid to the VENDOR. The details mentioned are as under:

Sr. Cheque No. Date Name of the Bank Amount Rs. No.

1. 0897371 28/10/97 Syndicate Bank, Marol 2,50,000=00

2. 0897372 01/12/97 Syndicate Bank, Marol 1,75,000=00

Total Rs...... 4,25,000=00

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UNION TERRITORY OF DADRA AND NAGAR HAVELI, S I L V A S S A.

DATE : 01/12/1997.

<u> WITNESSES :-</u>

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Dadra Nagar Haveli. Silvassa.

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·	the executant(s) admit execution
1 - DEC 1997	Sub Registrar Dadra & N. H. Silvassa.
Shri	y (t) by To Bank
7 - DEC 1997 Sub 1	Registrar N. H. Silvassa
Jeluin Gert Ous 10	years, occupation years, occupation and known to the ar State that the Personally above executor (S) and nim/them. DEC 1997
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