

17 SEP 1992

महाराष्ट्र सरकार, पुणे

मिनिस्टर

महाराष्ट्र सरकार

पुणे

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SALE DEED OF AGREEMENT

THIS AGREEMENT is made at Bombay on 21/11/92 BETWEEN:-

M/S. AUTO STIK a partnership firm, duly registered and carrying on business at Gala No.28, Sonal Industrial Estate, Ramchandra Lane, Extension, Malad(w), Bombay - 400 064. The partners of this firm are:-

- (1) SHRI PANKAJ NATVARLAL SHAH, an adult Indian Inhabitant residing at 301, BHARAT APARTMENTS, MARVE ROAD, MALAD(W), BOMBAY -400 064.
- (2) MRS. VIMLABEN NATVARLAL SHAH, an adult Indian Inhabitant residing at 301, BHARAT APARTMENTS, MARVE ROAD, MALAD(W), BOMBAY- 400 064.
- (3) MRS. NAYNA ASHIT BROKER an adult Indian inhabitant residing at 219, JAWAHAR NAGAR, GOREGAON(W), BOMBAY - 400 062. AND,
- (4) SHRI NITISH HARSHAD BROKER an adult Indian Inhabitant residing at 219, JAWAHAR NAGAR, GOREGAON(W), BOMBAY - 400 064, hereinafter called 'THE TRANSFERORS' which expression shall unless it be repugnant to the context and/or meaning thereof be deemed to

Contd.....2/-

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mean and include it's partners their heirs, executors and administrators) of the ONE PART. AND,

Om...
SHRI VINOD MADANRAJ BHANDARI an adult Indian inhabitant of Bombay, residing at KHARE BUILDING, TUREL PAKHADI, MALAD(W), BOMBAY - 400 064 hereinafter called "THE TRANSFEREE". (Which expression shall unless it be deemed to mean and include his heirs, executors and administrators of the OTHER PART.

WHEREAS the Transferors is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to an industrial unit No.28, on the Ground Floor, Sonal Industrial Estate, Ramchandra Lane, Ext. Malad(W), Bombay - 400 064. admeasuring about 335 carpet sq.ft. area (hereinafter for the sake of brevity referred to as "the said unit") as the owner thereof:

(3) AND WHEREAS the Transferors is a bonafide member of the Society namely Sonal Industrial Premises Co-operative Sociey Limited, Registered No. BOM/GEN/PR/1629 of 1981. dated 17/6/1981 and owner of 5 shares of Rupees 50/- each bearing distinctive Nos. 161 to 165 issued by the said society under share certificate No. 33. (hereinafter for the sake of the Society referred to as "the said society and said Shares").

(4) AND WHEREAS the Transferors agreed to sell assigns and transfer in favour of the Transferee the said shares of each Rs. 50/- (Rupees fifty only) alongwith the said Unit and the Transferee's agrees to purchase from encumbrances at a total consideration of Rs. 3,01,000/- (Rupees Three Lakh and one thousand only) and upon the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITHNESSETH and it is hereby agreed, confirmed and covenant by and between the parties hereto as under:-

Om...
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- (1) The Transferors agreed to sell assigns and transfer to and in favour of the transferee an Industrial unit bearing Unit No. 28 on Ground Floor, Sonal Industrial Estate, Ramchandra Lane Ext. Masjid (W), Bombay - 400 064 (Hereinafter for sake referred to as "the said Unit") and the said 5 shares of Rs. 50/- each bearing distinctive Nos. 161 to 165. (Both Inclusive) issued by the said society Ltd. under the share certificate Nos. 33 free from all encumbrances and the Transferee's agrees to purchase from the Transferors the said five shares and the unit for a total consideration of Rs. 3,01,000/- (Rupees Three Lakh & One thousand only) .
- (2) The Transferee's has paid to the Transferors the said sum of Rs. 3,01,000/- (Rupees Three Lakh & One thousand only) on this date of execution of this Agreement (the payment and Receipt whereof the transferors do hereby admit and acknowledge).
- (3) The Transferors hereby represent and covenant with the Transferee that the Transferors have not at any time hereto before done or suffered or been party or privy to any act, deed or things whereby the Transferors are or can be prevented from transferring the said shares in the said society and the said unit at Sonal Industrial Estate to the Transferee herein.
- (4) The Transferors hereby covenant and declare that the Transferors have not assigned or transferred or agreed to assign or transfer or agreed to sell the said shares in the said society and the said unit to any person/s party/parties other than the transferee herein. The Transferors are solely and absolutely entitled to the said shares and the said Unit and that no other person/s Party/parties have any right, title, interest or claims of any nature whatsoever in the said shares and the said Unit.
- (5) The Transferors further declare that the Transferors have good right full power and absolute authority to sell the said unit to the Transferee and that they have not nor any one of them on their behalf done, omitted or committed any act, deed, matter or

(4)

things whereby their right to sell the said shares and to assign and transfer the said Unit is affected or prejudiced and the Transferors will keep indemnified the Transferee or her successors from or against all actions, suits, proceedings, claims, fines, penalties, costs, expenses, or other liabilities or whatsoever nature made or suffered or brought against or incurred by the Transferee's or their successors arising out of the transaction.

- (6) That the Transferors further declare that they are the absolute and beneficial owner of the said Five share of the said society and also for all rights, titles, interest and occupancy right in respect of the said Unit and the Transferors further declare that no other person or parties or any right, title, interest, property claims, deemed into owner and upon the said Unit and the said Shares either by way of sale, exchange, mortgage, gift, trust inheritance tenancy, lease, lien or otherwise into or over the said Unit and the said Shares are not subject to any Charge encumbrances liabilities, lispendense and attachment either before or after judgement and on those representation only the Transferee's has agreed to purchase the said shares and the said Unit from the Transferors.
- (7) The Transferors declare that the said share and the said Unit are their own properties and no one else has any right, title, interest or claim into or ever the same.
- (8) The Transferors further declare that the Transferors have fully paid up the value and the price of the said Unit to the previous owner and there remains nothing owing and outstanding against the Transferors in respect thereof and the same, if any, shall be the sple liability of the Transferors alone.
- (9) Agreed and declared that the Transferors shall sign, seal, execute, deliver and complete such other instruments, documents, writings and transfer forms as may be required by the Transferees or by the said Scoeity for transferring the said Shares and the said Unit

in favour of the Transferors to be a member of the said Society and generally to do whatever that may be requisite or necessary for enabling the Transferee's to have to benefits thereof.

(10) The Transferors alone is liable and responsible for payment of Income Tax, Sales Tax, Profession Tax Octroi, etc. If any in connection with the business carried out by them in the said Unit, the Transferors are also responsible and liable to pay to their workmen, agents, and servants their salaries and dues and also liable to pay to their customers and creditors, if any. The Transferee is in no way liable or responsible for anything connected in the same in this connection and the Transferors shall indemnify and keep indemnified the transferee's or her, successors, from any action in that respect.

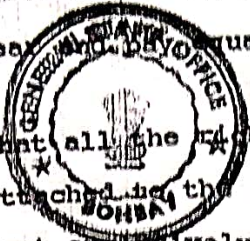
(11) That the Transferors shall transfer the said shares including the said Unit and deposits lying at the credit of the Transferee's in the records of the said Society and in other concerned records.

(12) The Transferors have handed over to the Transferee's the vacant physical and actual possession of the said Unit at the time of execution of this Agreement and the Transferors have taken over the said unit from the Transferors as stated above that hereafter or any person/s claiming through them shall have no right, title, interest or claims of any nature whatsoever in the said shares and in the said unit and also electric and other fittings.

(13) The Transferors shall pay to the society their share of taxes and outgoings in respect of the said Unit till the execution this Agreement and thereafter such liabilities are of the Transferee.

(14) The Transferee is entitled to the peacefully occupy possess and own the said Unit without any let, subject, inheritance, denial, demand, interruption or evictions by the Transferors or any other person/s equitably claiming through under or in trust for the Transferors.

(15) Agreed and declared that the Transferors and the Transferee shall bear equally the Transfer Fees to the Society.



(16) That all the rights, title, interest and benefits of the Transferors attached to the said Shares and the said Unit shall belong to and vest exclusively in the Transferee.

(17) The Transferors have handed over to the Transferee all the original documents, Share Certificate, Writings, last paid-up receipts of Taxes and outgoings in respect of the said Unit at the time of execution of the Agreement.






(18) It is hereby sternly urged upon that Stamp Duty Act, 1958, and Registration Fees with the Sub-Registrar of the Agreement shall be paid and borne by the Transferee and the Transferors shall not be asked to pay any other charges except the 50% Transfer Fees to the Society.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal to the Agreement on the day and the year first hereinabove written.

SIGNED SEALED & DELIVERED by the within named 'TRANSFERORS' M/S. AUTO STIK, through their partners:-

- 1) SHRI PANKAJ NATVARLAL SHAH
- 2) MRS. VIMLABEN NATVARLAL SHAH
- 3) MRS. NAYNA ASHIT BROKER
- 4) SHRI NITISH HARSHAD BROKER in the presence of.....

SIGNED, SEALED & DELIVERED by the within named 'TRANSFEEE'S' SHRI VINOD MADANRAJ BHANDARI in the presence of.....

 to Pankaj N. Shah
 Vinod Madanraj Bhandari
 to Nayana A. Broker
 to N. Sh. Broker
 to Vinod Madanraj Bhandari