

Received Adl Fee Rs. 100/-
 Vide challan No. 267 Date 5/3/08
 Collector of Stamps Thane Rural

जा.क. १००० दि. १०/०२/२००८
 सा.क्र.क. म.क्र. २००० म.क्र. १४७/०१११, दि. १२/१०/०७ नुमाई कर कर माफि.

OFFICE OF THE COLLECTOR OF STAMPS
 Case No. 267/08
 This instrument which is stamped with Stamp of Rs. 82,000/-
 (Rupees thirty two thousand only) under Article 17 of
 schedule I, has been already paid. Therefore this instrument is duly stamped.
 This certificate is issued in pursuance of Section 51 of the Stamp Act, 1899.
 Place: Thane
 Date: 10/3/08
 Collector of Stamps Thane Rural

M/P - Rs. 32,00,000/-



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 १/२

AXIS BANK LTD., THANE (WEST)
 AUTHORISED SIGNATORY

AXIS BANK LTD.
 Dhiral Baug, Nr. Hari Niwas Circle,
 LBS Marg, Thane(W) 400 602.
 D-5/STP(V)/C.R. 1044/05/06/59-62/
 2008

THIS Deed Of Conveyance OF Agricultural land made at WADA, THANE,
 MAHARASHTRA, this 11th day of 2008. Two Thousand Eight between
Mr. SURESH ABAJI PATIL & Mr. MOTILAL BHABHAR
GANDHI, land owners more particularly described in the schedule attached
 herewith residing at Khupari, Tal. Wada, Dist. Thane hereinafter called
 "Vendors" (which expression shall unless the context otherwise requires mean the



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[Handwritten signatures]

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context or meaning thereof, mean and include their respective heirs, executors, administrators and assigns) of the **ONE PART** and

Mr.Vinodkumar Aggarwal one of the Directors of Aggarwal Sound-Cast Private Limited Company incorporated under the Companies Act, 1956 and having its Registered Office at 5086,A,Wing, Bhandup Ind, Estate,L.B.S.Marg, Bhandup (W) Mumbai-400078 hereinafter called "the Purchaser" (which expression shall unless the same be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the **OTHER PART**.

SCHEDULE OF THE PROPERTY

Village	Gat No.	Area Of Land	Akar
Khupari	233	0-75-0	0-47

BOUNDRIES OF THE PROPERTY

EAST- Gut No.232
 WEST- Forest Land Gut No.8
 SOUTH- Gut No.231
 NORTH- Gut No.243

WHEREAS:

1) In village Khupari, Tal. Wada, District of Thane, State of Maharashtra, there exists the agricultural lands more particularly described in the schedule attached herewith.(which Land admeasuring about 0H-75R-0P in the aggregate, more particularly described in the Schedule hereto, shall hereinafter be referred to as the "aforesaid property")

Signature 17.11.05



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2) The aforesaid property at Kupari originally belonged to respective land owners more particularly described in the schedule attached herewith & had been recorded as the absolute owners of the respective land. Continued to be in possession of the same and their names continued to be available on the revenue records and thereby the Vendors have become and are the absolute owners of the said property as on the date of this Agreement.

3) Vendors hereby confirm through original land owners that they are the exclusive owners of the said property and further declare and covenant that they have a clear and marketable title to the said property free from all encumbrances whatsoever, which property the Vendors have now agreed to sell to the Purchaser.

4) The Vendors assure the Purchaser that they will remove any obstruction which anybody may raise to the free and unrestricted enjoyment and possession of the said property consisting of the above mentioned Agricultural Land admeasuring about 0H-75R-0P At. village Khupari in the aggregate or thereabouts.

5) The Vendors hereby confirm and declare that till the date of signing of this Agreement, they have not received any claim or any notice or any order from any local body or any authority or Central or State Government for payment of any levies, dues or any taxes for any acquisition of the said property or any part of it (by any local body or authority or Central or State Government

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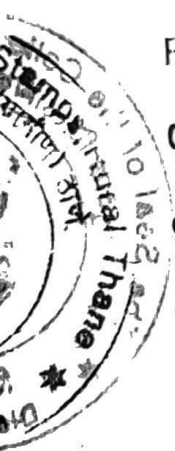
M.D. *[Handwritten signature]*



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or by any local Government Agency or Authority) or for any other purpose whatsoever.

6) The Vendors have agreed to sell and the Purchaser has agreed to purchase *inter alia*, the said property of oH-75R-oP situated at village Kupari at or for a price or full consideration of Rs.32 Lacs (Rupees Thirty Two Lacs only) on the terms and conditions herein contained, However Vendors hereby agree & admit that they received Rs.5,51,000/- as a token amount. It has been agreed by & between the parties that the remaining amount of the total consideration, Vendors hereby agree & admit that they received Rs.26,49,000/- amount is to be paid on 28/02/2008 vide cheques nos 1) 019014 (amount of Rs.10,00,000/-), 2) 019015 dated 02/03/2008 (amount of Rs.6,49,000/-) , 3) 019016 dated 04/03/2008 (amount of Rs.10,00,000/-) of UTI Bank (AXIS Bank) respectively.



NOW THIS CONVEYANCE WITNESSETH as under :-

1. NOW THIS DEED WITNESSES , and it is hereby mutually agreed by and between the parties as follows :
2. That the Vendor does hereby agree to sell, transfer and convey his property, described in further details in the schedule hereunder, Vendors hereby agree & admit that they received Rs.32,00,000/-.
3. That the vendor does hereby assure unto the Purchaser that he the vendor, has a clean, clear and marketable title to the said property. And that he has neither subjected the same to any encumbrance

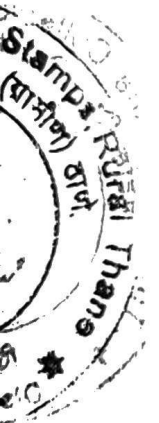
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whatsoever, not is it a subject the matter of any pending litigation, requisition or a acquisition proceedings.

4. That the Vendor further assures unto the purchaser that he, the vendor , has not agreed or entered into any agreement to sell the said property to any person other than the present purchaser.
5. That the vendor also assures unto the purchaser that all the taxes, cases, charges and assessments payable in respect of the said property have been duly paid out by the vendor up to date, and those accruing and becoming due hereafter shall be borne out by the purchaser.
6. That the vendor shall apply for, obtain and furnish unto the purchaser all the necessary permissions, exemptions and clearances under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976, the Income Tax Act, 1961, or any other laws in force from time to time.
7. That all the expenses of stamp duty and registration charges shall be borne out by the purchaser alone.
8. Vendors and the purchasers hereby mutually agreed on the point that conveyance deed is to be executed with respective land owners and / or with constituted attorney and discretion exclusively lies with purchasers to that effect.
9. After possession is delivered with the purchaser, the purchasers are going to invest huge amount for the development of the property and in that case the vendor hereby indemnify that they shall liable for all



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cost, consequences, nuisance and damage if accrued in the case the conveyance deed is not executed in favour of of purchaser regarding respective land.

10. That the Vendor further assures that, they shall give right to access to the plot for the purpose of a Road 15 Meters wide from Gut No.258 & 8 which owned by Mr.Suresh Aabaji Patil. The sketch of the same is attached as Anexture to the conveyance Deed .

11. That the Purchaser hereby declare that, they have produce S.S.I. registration & the Stamp Duty exemption certificate Anextures along with this Conveyance Deed.

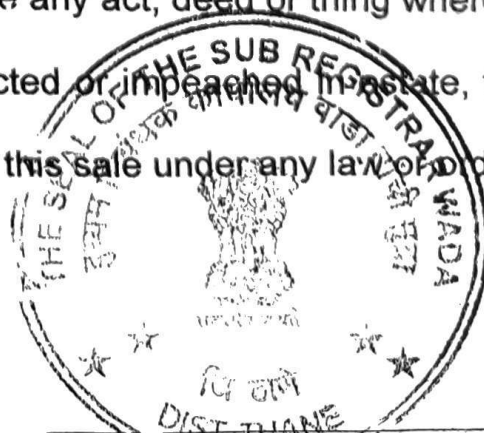
1) The Vendors covenant with the Purchaser as follows :-

- a) That the Purchaser shall be entitled to hold, possess, enjoy and cultivate the said property and receive the rents, income and profits there from without any interference or disturbance from the Vendors, or, from anyone claiming through or under them or their successors-in-title or any legal title thereto.
- b) That the title of the Vendors to the said property hereby conveyed is good, marketable and subsisting and that they have the power to convey the same and that none else has any right, title, interest or claim in the aforesaid property and that the Vendors have not done any act, deed or thing whereby the aforesaid property is encumbered, affected or impeached in state, title or otherwise and there is no impediment for this sale under any law of order.

Suresh

M.D.

[Signature]



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c) That the said property is not subject to any encumbrance, attachment, Court or Acquisition proceedings or charges of any kind.

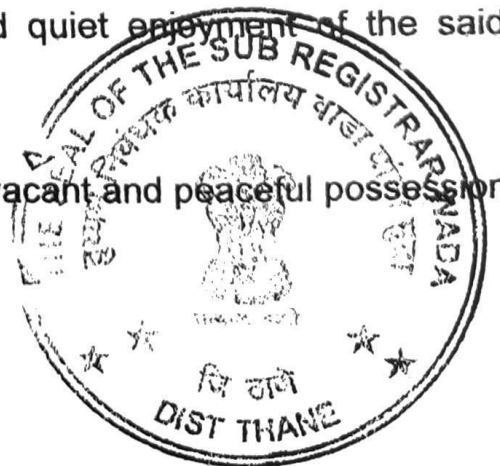
d) That the Vendors have paid all rates, taxes in respect of the said property upto date and the Vendors do hereby covenant with the Purchaser that if any taxes, rates, etc. remain unpaid till the handing over the possession of the said property, the Vendors shall discharge the same from and out of its funds and the Vendors hereby agree to reimburse the Purchaser if the Purchaser pays such taxes, rates, etc.

2) That the Vendors shall, whenever so required by the Purchaser, do and execute all such acts, deeds and things for more fully and perfectly assuring and protecting the title of the Purchaser to the said property hereby conveyed.

3) That the Vendors shall keep the Purchaser fully indemnified, and harmless at all times, against any loss or liability, action, or proceedings, or cost of any claim, that may arise against the Purchaser or the property hereby conveyed, by reason of any defect in, or want of title on the part of the Vendors or their successors-in-title and any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the said property by the Purchaser.

4) The Vendors have this day delivered vacant and peaceful possession of the said property to the Purchaser.

Signature 17.10.08



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IN WITNESS WHEREOF the Vendors have hereunto fixed its hand on the day, month and year first hereinabove mentioned

Suresh



SIGNED AND DELIVERED BY

the within named Mr. SURESH ABAJI PATIL

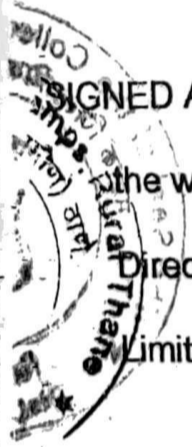
Mr. MOTILAL BHABUTLAI GANDHI

BHABUTLAI

As a VENDOR

M. D. Zambale
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SIGNED AND DELIVERED BY

the within named Mr. Vinodkumar Aggarwal

Directors of Aggarwal SoundCast Private

Limited Company As a PURCHASER

Vinod



in the presence of :

1) Signature :

Name :

Sanjog S. Patil

Sanjog S. Patil

2) Signature :

Name :

Rajendra R. Vekhande



गांव नमुना सात (अधिकार अभिलेख पत्रक)

गाव खुपरी तहसिल वाडा जिल्हा ठाणे

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव	खाते क्रमांक :	
233	-	खा	(9) (264) (EU6)	कुळाचे नांव :	
शेताचे स्थानिक नांव			<p>खुपरी-आबाजी पायडि</p> <p>मोगलिया अबुलमकजी गांधी</p> <p>(EU6)</p>	इतर अधिकार :	
लागवडी योग्य क्षेत्र	हेक्टर	आर			प्रति
966	0	00			0
एकूण	0	00			0
पोटखराबा (लागवडी योग्य नसलेले) वर्ग(अ)	0	04			0
वर्ग(ब)	-	-	-		
आकारण	0	04	0		
जुडी किंवा विष्णु आकारणी	रुपये	पैसे			
	0	80			

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इतर अधिकार :

तुळा (9)

सीमा आणि भूमापन चिन्हे :

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र			निर्भेद पिकाखालील क्षेत्र			लागवडी क्षेत्र			शेरा			
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित				
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(अस्सल वरहुकूम नक्कल)

दिनांक : 9/12/2006

तलाठी सजा जांभघर

PART I
ENTREPRENEURS MEMORANDUM ACKNOWLEDGEMENT

(SERVICE THROUGH UDYOG SETU)

Form No.: 3749

M/s. Aggarwal Soundcast Pvt. Ltd. has filed memorandum expressing its intent to set a Manufacture Enterprise at the Gut No. 233, Vil. Khupari, Tal. Wada, Dist. Thane. for the item/items indicated below and the activity is proposed to commence from the May, 2008 as stated in Form No. 3749 and allocated Entrepreneurs Memorandum Number as below:

Items of Manufacture / Type of service to be rendered.	Capacity in case of manufacture
Mfg. of alloy steel castings.	700 Tones.

Date of Issue: 26/02/2008

Nature of Activity: [Manufacturing - 1, Services - 2]

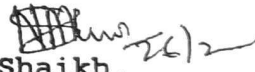
Category of Enterprise: [Micro-1, Small-2, Medium-3]

E.M. Number Part I: 270211202328

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Date : 26/02/2008
Place : Thane.




N.M. Shaikh.
 Manager,
 Dist. Inds. Centre, Thane.

1. Validity of the Entrepreneur's Memorandum is Two years from date of issue.
2. The issue of this acknowledgement does not bestow any legal right. The Enterprise is required to seek clearance/licence/permit required under statutory obligation stipulated under the laws of Central Government / Government / UT Administrations / Court orders.

District Industries Centre,
Wagle Indl. Estate, Thane.
Ph - 25833564/25820503/2013
Fax - 25833565
Email - didicthane@maharashtra.gov.in

For Aggarwal Soundcast Pvt. Ltd.


Director

