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नरेंद्र खड्गनाथी
JOINT DISTRICT REGISTRAR
& COLLECTOR OF STAMPS
NAGPUR, DIST :- NAGPUR
MAH/CCRA/49/YEAR - 2000

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DEED OF SALE

MARKET VALUE RS. 9,22,300/-
VALUED AT RS. 11,00,000/-
STAMP DUTY AFFIXED RS. 60,500/-

A-605

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS
2ND DAY OF NOVEMBER 2004 BY ;

- (1) SMT. POONAM W/O. NANDKUMAR HARCHANDANI, age : 44 years,
- (2) NANDKUMAR KHATTUMAL HARCHANDANI, H.U.F. acting through its Karta SHRI NANDKUMAR KHATTUMAL HARCHANDANI, age : 50 years,
- (3) SHRI ANILKUMAR S/O. NANDKUMAR HARCHANDANI, age : 26 years,

A-605
2/11/2004

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3948	2008
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- (4) SHRI VIJAYKUMAR S/O.NANDKUMAR HARCHANDANI, age : 25 years,
- (5) SHRI RITESHKUMAR S/O. NANDKUMAR HARCHANDANI, age : 23 years,
- all R/o.469, New Colony, Nagpur all (1) to (5) through their constituted attorney SHRI NANDKUMAR S/O. KHATTUMAL HARCHANDANI, (hereinafter referred to in the present DEED OF SALE collectively as the "VENDORS", which expression shall mean and including each one of them, their legal heirs, successors-in-interest, executors, administrators, assigns, etc.)... OF THE FIRST PART

IN FAVOUR OF



MR. NARENDRA S/O SEOMAL SABNANI , age : 51 years, Occ. : Business, R/o. 560, Clarke town, Nagpur ;

(hereinafter referred to in the present DEED OF SALE as the "PURCHASER", which expression shall mean and including the said PURCHASERS, her legal heirs, successors-in-interest, executors, administrators, assigns, etc.)... OF THE SECOND PART

CONSENTED TO BY

LINKHOUSE INDUSTRIES LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 7th Floor, Poonam Plaza, Civil Lines, Nagpur through its **MANAGING DIRECTOR SHRI NANDKUMAR S/O.KHATTUMAL HARCHANDANI**, age : 50 years, Occ. : Business, R/o.469, New Colony, Nagpur ;

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(hereinafter referred to in the present 'DEED OF SALE' as the "DEVELOPER", which expression shall mean and include the Managing Director, Directors, successors-in-interest, executors, administrators, assigns, liquidators, etc.)... OF THE THIRD PART

WHEREAS, the VENDORS⁴¹ of the First Part are the absolute owners of the land admeasuring 1,70,973, sq.ft. from and out of the property known as "SHIRIN LODGE PROPERTY", situated on Chhindwara Road, Nagpur, being all that piece and parcel of ground or land situated at Chhaoni, within the Nagpur Municipal Corporation, Nagpur, limits, Survey No.2217/1, Ward No.60 (old), Khasra No.116, Mouza Jaripatka, Patwari Halka No.11, Malik Maqbuja, Taluqa & District Nagpur.



AND WHEREAS under an agreement dated 29.08.1994 and subsequent modifications agreement between the⁴¹ VENDORS and the DEVELOPER, the DEVELOPER was entitled to carry on the work of development of the said entire land together admeasuring 60,000 sq.ft. on terms and conditions incorporated in the said agreement.

AND WHEREAS as part of the Development Agreement the DEVELOPER of the Third Part has constructed a Commercial Complex known as "POONAM CHAMBERS" on the land admeasuring 60,000 sq.ft. covered by the said agreements which portion of land admeasuring 60,000 sq.ft. has been specifically delineated in the site plan⁴¹ of the said land.

AND WHEREAS the DEVELOPER being desirous of booking various office blocks to the willing PURCHASERS advertised the scheme of development in response to which different PURCHASERS approached the DEVELOPER for purchasing office blocks in the said commercial complex known as "POONAM CHAMBERS".

AND WHEREAS as a result of the negotiations between the DEVELOPER and the PURCHASERS⁴¹ the DEVELOPER agreed to sell and the PURCHASERS agreed to purchase the office block from VENDORS through

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the DEVELOPER on terms and conditions as specified in the Agreement to Sell dated 26.05.1997 executed between the PURCHASER and the DEVELOPER.

AND WHEREAS the constituted Power of Attorney Holder of the Vendors SHRI. NANDKUMAR HARCHANDANI has further given Power of Attorney on behalf of himself and as MANAGING DIRECTOR of LINKHOUSE INDUSTRIES LIMITED the DEVELOPER to one SHRI. ATUL S/O PANDITRAO KHANDEKAR, aged 33 years, Occ.: Service and R/o Plot No. 10, Opposite Tidke High School, Katol Road, Nagpur 440013, who is authorized hereafter to present this document at the office of Sub. Registrar for execution of the same.

**NOW THEREFORE THIS DEED OF SALE IS BEING
EXECUTED TO WITNESS AS UNDER :**

1. THAT, in pursuance of the agreement between the parties the VENDORS hereby transfer, convey and abandon in favour of the PURCHASERS Office Block bearing No. A-605, admeasuring about 40.10 Sq.Mtrs. built up on the Sixth Floor of the commercial complex known as POONAM CHAMBERS built on 60,000 sq.ft. of land from out of the property known as "SHIRIN LODGE", situated on Chhindwara Road, Nagpur being all that piece and parcel of land or ground situated at Chhaoni within the Nagpur Municipal Corporation Limits, Survey No.2217/1, Ward No.60 (old), Khasra No.116, Mouza Jaripatka, Patwari Halka No.11, Malik Maqbuja, Tahsil & District Nagpur specifically delineated in the site plan for a valuable consideration of Rs.11,00,000/- (Rupees Eleven Lacs Only) paid by the PURCHASERS to the DEVELOPER in the following manner:

- a) Rs.1,60,000/- paid vide cheque no. 194477 dated 31/10/2004 drawn on Dena Bank, Itwari, Nagpur.
- b) Rs.8,00,000/- paid vide cheque no.373108 dated 31/10/2004 drawn on HDFC Bank, Nagpur.
- c) Rs.1,40,000/- paid vide cheque no.373083 dated 31/10/2004 drawn on HDFC Bank, Nagpur.



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3948/2008
4/83

2. THAT, the interest hereby transferred to the PURCHASER subsists and the VENDORS and the DEVELOPER have absolute right and full authority to transfer the same by way of sale to the PURCHASERS absolutely forever.

3. THAT, the VENDORS/DEVELOPER have/has done no act, whereby the property hereby transferred is encumbered in any way or whereby they/it are/is debarred from transferring the same by way of sale to the PURCHASERS absolutely forever.

4. THAT, the VENDORS will support any application made by the PURCHASER for mutation of names on the property hereby sold and will render necessary assistance for obtaining the mutation thereof in favour of the PURCHASER in all relevant records.



5. THAT, the property hereby sold is believed and shall be taken to be correctly described in the Schedule hereunder written and is subject to encumbrances, Agreements, Restrictions and rights of the VENDORS and other individual PURCHASERS of remaining Undivided interest in the said plot of land, affecting the same and if any misstatement, error or omission shall be discovered, the same shall not annul this sale, nor shall any compensation be allowed in respect thereof to the PURCHASER but all the same such misstatement, error or omission will always be subject to correction by the parties hereto.

6. THAT, since a building is already constructed on the said piece of land, it is not a vacant land within the meaning of the Urban land (Ceiling and Regulation) Act, 1976 and therefore a necessary Declaration under Sec. 27 of the Said Act is separately produced by the VENDORES in duplicate along with a Sworn Affidavit in the prescribed form at the time of Registration of this Sale Deed.

7. THAT, the DEVELOPER has puts the PURCHASER in possession of the Office Block No. A-605 on the Sixth Floor of the said commercial

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3948/2008
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complex POONAM CHAMBERS admeasuring built up area of 40.10 sq.mtrs. The Office Block which is being transferred in favour of the PURCHASER under this sale-deed is specifically shown in the floor plan.

8. THAT, the PURCHASER has purchased the office block for the purpose of opening of office only. The PURCHASER hereby specifically agrees that it shall not be open either for him or any of this successor-in-title any time in future to use the said room/block for any purpose other than the purpose stated above. It is specifically agreed by the PURCHASER that the said show-room shall never be used either by him or any of his successors-in-title for residential purpose.

9. THAT, the PURCHASER further agrees that should the PURCHASER sell the said office block, she shall do so strictly on the terms agreed between the parties and contained in the present sale-deed and that his successors-in-title shall be bound by the terms and conditions contained in the present sale-deed. The PURCHASER shall not be entitled to sell the office block without first obtaining permission from the Association of Owners. It is specifically agreed by the PURCHASER that should such contingency arise the PURCHASER shall be liable to pay a sum equivalent to 2% of the total consideration for which the PURCHASER shall sell the said office block to the prospective PURCHASER.



10. It is agreed and confirmed by the PURCHASER that the PURCHASER shall have no right to any of the terraces in the commercial complex known as POONAM CHAMBERS which shall always remain an exclusive property of the CONSENTOR. The PURCHASER shall have no right to use in any manner at any time any portion of any of the terraces in the said commercial complex POONAM CHABERS. The CONSENTOR shall be entitled to any or all of the terraces in the said commercial complex POONAM CHABMERS to any use that the CONSENTOR may deem fit and it shall not be open to the PURCHSER to object to any such user of any of the terraces by the CONSENTOR any

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3948/2008
6/83

time on any ground, including the one of nuisances and / or violation of the easementary rights either natural or by prescription .

11. THAT, the PURCHASER further agrees that the maintenance of the commercial complex known as POONAM CHAMBERS shall remain under the exclusive control of the CONSENTOR for a period of 5 years. (Since the construction of the Office Blocks in the Basement, Ground and First Floor are completed for the purpose of calculation the maintenance of these blocks will begin from 01.04.1999). Such control has been given to the CONSENTOR for the ensuring proper and efficient maintenance of the commercial complex, including the common utility areas. The PURCHASER shall, during the first year. (period beginning from 01.04.1999), pay to the CONSENTOR the maintenance charges at the rate of Rs.2.25/- (Rupees Two & paise Twenty Five only) per sq. ft. per month, such charges being payable before the 10th of every month. The maintenance charges shall increase at the rate of 15% after every subsequent year. The PURCHASER agrees and confirms that he/it has consciously agreed to the rate of maintenance and it shall never be open for him/it to dispute the quantum of maintenance charges payable by him/it to the CONSENTOR. It is further agreed by the PURCHASER that should the PURCHASER make default in making payment of the maintenance charges at the rate stipulated above, before the 10th of every month, it shall be open for the CONSENTOR to stop the user of the premises by the PURCHASER, if necessary by obtaining the prohibitory order from the Court. It shall not be open in such a case for the PURCHASER to contend before the Court that there is no case for grant of injunction on any ground, including the ground of absence of an irreparable loss.



12. THAT, the PURCHASER shall henceforth always pay regularly the proportionate percentage share of Non-Agricultural Assessment, levied on his Undivided proportionate percentage Share and interest in the said plot of land and shall always keep the VENDORS and other Co-owners/Buyers thereof always indemnified against the same.

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13. THAT, the PURCHASER shall pay all taxes, levies imposts, fees, cess, leviable on the office block by any authority, including the Nagpur Municipal Corporation, Government of Maharashtra, etc. separately.

14. THAT, the PURCHASER shall abstain from doing the any act, deed or things which would cause annoyance, inconvenience disturbance or obstruction to the other PURCHASERS of Undivided share and interest in the said Plot of land and the Owners of Shop/Showroom/Office Block in the said building and shall always abide by the rules and zonal regulation of the Nagpur Improvement Trust and/or the Nagpur Municipal Corporation as the case may be.

15. THAT, the PURCHASER shall not make any division and /or partition in the office block. The PURCHASER shall also not make any alternations so as to change the outer elevation of the building.



16. THAT, although the PURCHASER will be the joint owner of the plot of land and having the undivided proportionate share and interest therein, it will be accessible to the other joint owners thereof including the VENDORS. The PURCHASER shall not be entitled to the exclusive use and/or occupation of any of the portion of the said plot of land.

17. THAT, the PURCHASER hereby declares that she has satisfied herself about the specification, workmanship and the amenities etc. and she has now nothing to receive from the VENDORS/DEVELOPER on any account whatsoever.

18. THAT, the PURCHASER is fully aware that the said entire property is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a deed of declaration under section 2 of the said act which is duly registered in the office of the Joint sub-registrar, Nagpur in Addl. Book No. 1, at Sr. No. 1061 (P) on 21/8/1995. The

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3748	2008
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PURCHASER specifically agrees to abide by the Provisions contained in the said Deed of Declaration and the Bye-laws appended thereto.

19.THAT, the PURCHASER is satisfied herself of the title of the VENDORS and is satisfied with the same. The co-owners shall not be obliged to answer any further query with regard to the ownership of the VENDORS.

20.THAT, the stamp duty, registration and other charges for the present sale-deed are being borne by the PURCHASER.

FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL THAT piece of Non-agricultural land admeasuring 60,000 sq. ft. equivalent to 5576.2 square meters or thereabouts Situated at Chhaoni bearing Khasra No. 116, City Survey No. 2217/1, Taluka No. 11, Ward no. 61 (old) of Mouza Jaripatka, Malik Mazbuza, Tahsil and district Nagpur within the Registration District and Sub-District of NAGPUR and bounded in the district of NAGPUR as follows that is to day :



On or towards the North : Approach Road to Co-owners Property.

On or towards the South : Chhaoni.

On or towards the West : Co-owners Property.

On or towards the East : Chhindwara Road.

SECOND SCHEDULE HEREINABOVE REFERRED TO

0.245% share in the undivided piece of Non-Agricultural land described in the Second Schedule hereunder written together with the Office Block No. A-605 comprised of a portion of the Sixth Floor admeasuring 40.10 sq. mtrs. Built-up area of the commercial complex known as POONAM CHAMBERS situated on the piece of non-agricultural land admeasuring 60,000 sq.ft. equivalent to 5576.2 square

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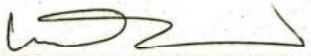
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meters or thereabouts Situated at Chhaoni bearing Khasra No. 116, City Survey No. 2217/1, Halka No. 11, Ward No. 61 (old) of Mouza Jaripatka, Malik Maqbuza, Tahsil and district Nagpur within the Registration District and Sub-District of NAGPUR together with the undivided interest in the common areas and facilities in the said commercial complex viz. POONAM CHAMBERS.

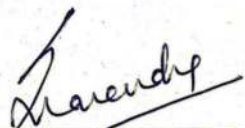
IN WITNESS whereof, the VENDORS, the PURCHASER and the DEVELOPER have put their hand on this DEED OF SALE on the day, date and month aforementioned in presence of witnesses :

Dressed by Atul P. Khandekar


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VENDORS 1 TO 5 through their
Constituted Attorney SHRI
NANDKUMAR HARCHANDANI
(VENDORS)

2> 


MR. NARENDRA SEOMAL SABNANI
(PURCHASER)




M/s. LINKHOUSE INDUSTRIES
LIMITED through its MANAGING
DIRECTOR SHRI NANDKUMAR
HARCHANDANI

(DEVELOPER)