

“ SHRIRAM ”

Adv. Suyog Shah & Associates

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महाराष्ट्र MAHARASHTRA

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- 4 JAN 2008

अ. न. 8846 दि. ४. १. २००८ पैकी रु.
श्री/श्रीमती / सौ. से खीर देनि निअक २१ वधल
पत्ता S2-53A, खेड क, मडक लागट मोलिप
हस्ते अपिनी जोशी
सही

श्री. स. रा. अमृतकर
स्टेम्प वेंडर, नाशिक
(मु.वि.प.क्र. १०३/२००२)

Brijesh



THIS DOCUMENT
CONTAINS ... ०४ ... PAGES

Noted and Registered
at Serial Number

145
4/1/2008

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AT NASHIK

ON THIS 14th DAY OF SEPTEMBER 2007.



BETWEEN

M/S. BRIGHT ENGINEERING WORKS

Through its Partners

Shri. A.S.A. Karim & Others

Age - years, Occupation : Business,

Add- Plot No. 35, M.I.D.C Nasik

Industrial Area, Satpur, Nasik-7

[Hereinafter called the " **VENDOR** " which expression shall unless it be repugnant to the context or meaning thereof mean & include his heirs, executors, administrators, assigns, etc of the **FIRST PART.**]

AND

JSL Structures Limited

Through their Authorised Signatory,

MRS. KUNDA RAJEEV DESHMUKH,

Age: 53 Years. Occupation : Service,

Address: 52-53A, Road 'D' MIDC, Satpur, Nasik-422007 [

Hereinafter called as the " **PURCHASER** " (which an expression unless it be repugnant to the context or meaning thereof shall be deemed include or meaning thereof mean & include their legal heirs, executors administrators, assigns, etc of the **SECOND PART.**

WHEREAS

A] The Vendor is absolutely seized & possessed of or otherwise well and sufficiently entitled to the piece and parcel of land in Plot

No. 35 of M.I.D.C Situated at Industrial Area Village Satpur District Admeasuring 8036.00 Sq.mtrs., situated within the limits of Nashik Municipal Corporation Limits and more particularly described in the schedule written hereunder and hereinafter referred to as the "said property".

B] The M.I.D.C has given the above Mentioned property to Vendor vide their Allotment Letter No. NSK- 1465/6127/L Dated 9/10/1965 and since then the above mentioned property is in the possession of the Vendor. The Vendor have constructed the Factory Premises of Sq Ft. in the above mentioned Premises but have not obtained the Completion Certificate in Respect of the construction. The Vendor have decided to transfer their Right in respect of the above to the above mentioned property in favour of Purchaser and transfer area Admeasuring 6036.00 Sq.mtrs to the Purchaser along with the Constructed Premises.

C] The Vendor has completed the construction of the building, as per the approved building plan, by incurring all the expenses but have not yet obtained the Completion Certificate in respect of the above mentioned property. It is hereby agreed between both the parties mutually that the said Completion Certificate shall be obtained by the Vendor i.e. " BRIGHT ENGG WORKS " and after completing all the legal Formalities remaining in respect of the

above mentioned property to apply jointly to M.I.D.C to transfer the Rights in favor of the Purchaser.

D] By this Agreement to Transfer between the Vendor and the Purchaser (after referred to as the "said Agreement ") the Vendor has agreed to transfer 6036.00 Sq.mtrs Area out of the said plot no.35 on the terms and conditions contained in this said Agreement.

NOW THIS AGREEMENT OF SALE IS WITNESSETH AS

FOLLOWS :

1. The Vendor hereby agrees to transfer the said property to the purchaser at the Rate of Rs. 1100/- Per Sq.mtrs along with the Rise @ 30% amount in the Total Area. The Total Cost of above plot has been fixed Rs.86,31,480/- [Eighty Six Lakhs Thirty One Thousand Four Hundred Eighty Rupees Only] out of which the Vendor has Received the Following Payment of Rs. 15,00,000/- Rupees Fifteen Lakhs till the date and the Purchaser have agreed to pay the remaining amount of 71,31,480/- [Rupees Seventy One Lakhs Thirty One Thousand Four Hundred Eighty Rupees Only.] as per the Terms and Conditions mentioned hereinafter.

2] The aforesaid amount of consideration is fixed with mutual consent of the parties and there is no dispute about the same. The Vendor has Received the amount of Consideration in the following manner:-

AMOUNT	PARTICULARS
Rs. 5,00,000/-	[Rupees Five Lakhs Only Paid Vide Cheque No. 202326 Dated 1/2/2007 Drawn on State Bank of India.]
Rs. 5,00,000/-	[Rupees Five Lakhs Only Paid Vide Cheque No. 017956 Dated 2/3/2007 Drawn on State Bank of India.]
Rs. 5,00,000/-	[Rupees Five Lakhs Only Paid Vide Cheque No. 047758 Dated 17/4/2007 Drawn on State Bank of India.]
Rs. 15,00,000/-	Total Rs. 15,00,000/- Rupees Fifteen Lakhs Received against the Agreement .

The receipt and payment of which the Vendor do hereby acknowledge and admit. The parties agree that the balance amount has to be given to the Vendor in the Following manner after Completion of all the Legal Formalities.

- A] At the time of execution of this Agreement Rs.11000/-
- B] After obtaining the Completion Certificate 10% Amount.
- C] After Obtaining the Transfer Order in Favor of Purchaser 10% Amount.
- D] After Obtaining the Order of Sub-Division of the above mentioned property at the time of the Final Conveyance of the Property the remaining amount in 3 equal installments within 6 months.

3] The Vendor hereby agrees to receive the payment from the Purchaser from the above stated manner and hereby indemnifies the Purchaser to refund the entire amount received from the purchaser along with the rate of interest of 10% P.A if the Vendor fails to obtain all the necessary permissions and complete the said transaction within the time limit mentioned above.

4] The Vendor has right to transfer the above mentioned property by obtaining the necessary permissions from M.I.D.C and shall carry out all the expenses incurred in obtaining the necessary permissions solely.

5] The Vendor hereby declares that the above mentioned property is Free from all encumbrances and the vendor has not created any mortgage or any encumbrance by way of loan or lien on the above mentioned property and the above mentioned property is free from all the encumbrances and hereby indemnifies the purchaser that till the date of completing the entire transaction with the purchaser the Vendor shall keep the property free from all the encumbrances.

6] The Vendor undertakes to compete within 6 months from this Agreement all the Legal formalities with M.I.D.C for the above mentioned property in favor of the purchaser.



The Vendor undertakes to execute a Sale /Conveyance Deed in favor of the Purchasers or his nominee as the purchasers may require to transfer the said property when the full/final payment is made by the Purchasers in the term of Clause.

7] The Vendor shall pay all the outstanding amounts like taxes, water, and electricity charges in respect of the above mentioned property until the possession of the said property is handed over to the purchaser.

8] The Vendor shall pay all the charges including Stamp Duty, Registration on the Lease Agreement with M.I.D.C The Purchaser undertakes to pay the Stamp Duty and Registration Charges of Transfer Deed. Both the parties shall bear its own Legal expenses in respect of the above mentioned Property.

9] The Vendor also agrees to handover all the Original Documents pertaining to the above mentioned property to the purchaser at the time of Final Conveyance of this property.

TOGETHER WITH all the areas compound , fences, trees, drains, ways, paths, passages, common gullies, Walls, wells, watercourses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances , whatsoever to the said property or at any time heretofore usually held, used occupied or enjoyed therewith and all estate, right, title, interest, claim and



demands whatsoever both of law or in equity of the Vendor into or out of the said plot NO 35.

IN WITNESSES WHEREOF the parties hereof have hereunto set and subscribed their hands the day and year hereinabove mentioned.

THE SHEDULE OF THE PROPERTY ABOVE REFERRED

TO :-

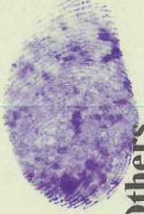
All that piece and parcel of Plot No.35 having **6036.00** Sq.mtrs Area out of the said plot no.35 of M.I.D.C Situated at Industrial Area Village Satpur District.

SIGNED AND DELIVERED
by the Vendor

M/S. BRIGHT ENGINEERING WORKS

Through its Partners

Shri. A.S.A. Karim & Others



[Signature]

SIGNED AND DELIVERED
by the Purchaser

JSL Structures Limited

Through their Authorized Signatory,

MRS. KUNDA RAJEEV DESHMUKH

[Signature]

WITNESS :-

[Signature]
**Parties are
Identified by**

[Signature]
C. B. Shah

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