

SALE DEED

This Sale Deed ("Deed" / "Sale Deed") is made at Mumbai this ____ day
of March 2016

Between

Mr. Sanjay Satyaprakash Arya, an Indian Resident, (PAN No: ABMPA2297Q), son of Mr. S P Arya residing at present at 9, Arya Varta, 20 Narayan Dabholkar Road, Malabar Hill, Mumbai 400 006 referred to as "Seller" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, administrators, executors and permitted assigns) of the First Part;

And

Trishul Holdings Private Limited, a company registered under the Companies Act, 1956, with corporate identification number U24222MH1981PTC023987 having its registered office at Unit No. C-109, Hind Saurashtra Industrial Estate, 85/86 M.V. Road, Marol Naka, Andheri East, Mumbai 400 059 hereinafter referred to as "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Second Part;

And

Keshav Forex & Travels Private Limited, a company registered under the Companies Act, 1956, with corporate identification number U74990MH2009PTC196090 having its registered office at B-2, 402 C Marathon Innova, Off. Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400 013 hereinafter referred to as "KFTPL" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Last Part.

The Seller, Purchaser and KFTPL are hereinafter collectively referred to as "Parties" and individually as "Party"



WHEREAS:

- i) The Seller is the owner and seized of and well and sufficiently entitled to an Office / Gala admeasuring 80 sq. mtrs. built-up area and bearing Office / Gala No. 307 (previously allotted Office / Gala No. 07 by Ganga Premises Co-op Society Limited) along with all the rights, title and interest therein (hereinafter referred to as the "**said Property**"), situate in building no. A3 being constructed by BGTA Ganga Premises Co-op Society Limited (hereinafter referred to as the "**said Society**") at Plot number A3 , Survey number 8 of Wadala Anik registration sub district of Bombay Suburban District and more particularly described in the Schedule hereunder written (hereinafter referred to as the "**said plot of land**").
- ii) Originally, Bombay Metropolitan Region Development Authority (hereinafter referred to as "**BMRDA**") had leased the said plot of land to Bombay Goods Transport Association (hereinafter referred to as "BGTA") which in turn formed the said Society and thereafter the said plot of land vested in the said Society. The said Society then decided to construct the aforesaid building no. A3 on the aforesaid plot of land and allotted *inter alia* the said Property to Economic Transport Organization, a partnership firm wherein certain members of one Arya family were partners at that point in time. Economic Transport Organization was subsequently converted into Economic Transport Organization LTD. a joint stock company registered under Part- IX of the Companies Act 1956). Economic Transport Organization and Economic Transport Organization Limited, as may be applicable, are hereinafter referred to as "**ETO**" in this Sale Deed.
- iii) Pursuant to a family settlement arrived at between the members of the Arya family, *inter alia* the said Property was transferred to the Seller, being Shri Sanjay Satya Prakash Arya. By virtue of the family settlement, ETO presently has no claim, right, title, interest, entitlement whatsoever in the said Property and all such claims, rights, title, interest, entitlement whatsoever therein now vests in the Seller.



- iv) ETO had by virtue of a letter dated 18th March 2011 intimated to the said Society about the family settlement and the consequent transfer of the said Property from ETO to the Seller. Further, ETO had by virtue of a letter dated 30th May 2012 addressed to the said Society provided an indemnity bond to the said Society and requested the said Society to take on record the transfer of the said Property in the name of the Seller;
- v) Post the aforesaid transfer, all the charges, taxes and cesses in relation to the said Property have been borne and incurred by the Seller, either by himself or through KFTPL, a company wherein the Seller is a director and shareholder.
- vi) The Seller has now approached the Purchaser and offered to sell and transfer the said Property for the total consideration of Rs.1,00,00,000/- (Rupees One Crore only);
- vii) The Purchaser accepted the aforesaid offer of the Seller, and an agreement is arrived at by and between the parties hereto whereby the Seller has agreed to sell and transfer the said Property to the Purchaser and the Purchaser agreed to purchase and acquire the said Property from the Seller, for the total consideration Rs. 1,00,00,000/- (Rupees One Crore only), and on the terms and conditions hereinafter appearing.

Now this Sale Deed Witnesseth As Follows:

1. In pursuance of the aforesaid Agreement and in consideration of Rs. 1,00,00,000/- (Rupees One Crore only) paid by the Purchaser to KFTPL, on the instructions of the Seller, on 21st August 2014 (the payment and receipt whereof is hereby admitted and acknowledged by KFTPL and the Seller and of and from the same and every part thereof the Seller doth hereby acquits, releases and discharges the Purchaser forever), the Seller doth hereby sells, assigns, conveys, assures and transfers unto and in favor of the Purchaser and the Purchaser doth hereby purchases and acquires from the Seller, free from all encumbrances, claims and demand the said Property, being an Office / Gala No. 307 (previously allotted Office / Gala No. 07 by Ganga

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[Circular Stamp: KESHAV FOREX & TRAVELS PVT. LTD. MUM-13. TEL: 40195555] *[Circular Stamp: TRISHUL HOLDINGS PVT. LTD. MUMBAI]*

Premises Co-op Society Limited) and all the rights, title and interest therein, situate in building no. A3 being constructed by the said Society, being BGTA Ganga Premises Co-op Society Limited at Plot number A3 , Survey number 8 of Wadala Anik registration sub district of Bombay Suburban District and more particularly described in the Schedule hereunder written AND all the rights, title and interest of the Seller including ownership rights in respect of the said Property TOGETHER WITH all the rights and benefits attached thereto and accruing from the ownership of the said Property including without limitation the right to use, occupy, enjoy, possess, sell, transfer, mortgage, encumber, dispose of and/or otherwise deal with the said Property, free from all encumbrances, claims and demands.

2. The Seller will pay an estimated Rs.2,50,000/- towards the balance consideration to BGTA plus interest if any, and any other additional amount demanded by BGTA from its own funds. In the event, Seller fails to fulfill its obligations to BGTA, the Purchasers shall pay the same and recover it from the Seller.
3. The Seller doth hereby, declare, confirm, represent and warrant to the Purchaser as follows:
 - (a) the Seller is the sole and absolute owner of and is seized and well and sufficiently entitled to the said Property and all the rights, title, interest, benefits including ownership rights therein;
 - (b) the Seller is entitled to sell and transfer the said Property to any person or persons as he deems fit including to the Purchaser;
 - (c) neither the Seller nor has any other person on his behalf has entered into and/or executed any agreement or arrangement or understanding or commitment in respect of the said Property or any part thereof;
 - (d) ETO presently has no claim, right, title, interest, entitlement whatsoever in the said Property;



- (e) there is no restriction, impediments etc. for sale, assignment, assurance, conveyance, transfer etc. of the said Property and the same is capable of being sold, assigned, transferred freely in the open market at such price and to such person and on such terms and conditions as may be deemed fit by the Seller;
- (f) the said Property is not a subject matter of any litigation, proceedings or disputes and is not affected by any notice or order of requisition, acquisition or injunction or attachment either before or after judgment;
- (g) the Seller has not committed any breach of any statutory enactment till date and Seller has paid all outgoing dues, rates, taxes, cesses etc. due and payable by him in respect of the said Property to the statutory bodies and authorities;
- (h) the Seller has not created any third party right in respect of the said Property including right by way of sale, exchange, mortgage, possession, inheritance, charge, lien, gift, trust, tenancy, license, access, easement or otherwise howsoever;
- (i) no Notice/Notices is/are issued for requisition and/or acquisition of the said Property or any part thereof and the Seller is in a position to sell, assign, convey, assure and transfer the said Property and every part thereof to the Purchaser;
- (j) neither the Seller nor has any person on his behalf created any rights in respect of the said Property or any part thereof;
- (k) there are no prohibitory or any attachment orders or otherwise any liabilities in respect of the said Property or any part thereof;
- (l) the Seller and ETO have not committed any breach of the terms of the bye-laws, rules and regulations of the said Society or any statutory enactment till date and the Seller and ETO have paid all outgoing dues, rates taxes, cesses etc. due and payable by it in respect of the

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said Property to the said Society and all other public bodies and authorities;

- (m) there are no Estate Duty, Wealth Tax, Sales Tax, Income Tax or other taxation proceedings whether for recovery or otherwise initiated by any Taxation Authorities or local Authorities or pending whereby the rights of the Seller to deal with the said Property are in any way affected;
- (n) save and except the Seller no other person or party has any right, title or interest of any nature whatsoever in respect of the said Property. The Seller has not parted with allotment of the said Property or inducted any person into the said Property;
- (o) there are no family members, relatives, minors and/or other persons interested in the said Property;
- (p) there are no easementary rights created under any document or by any covenant or by prescription in respect of the said Property or any part thereof;
- (q) there is no mortgage, lien, charge, right or any other encumbrance or impediment on the said Property or any part thereof;
- (r) there is no dispute as to the area of the said Property;
- (s) the title of the Seller to the said Property is clear, marketable and free from all encumbrances;

4. The Seller doth hereby agrees and covenants with the Purchaser as follows:

- a) **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Seller and/or by any person or persons lawfully or equitably claiming, by, from, through, under or in trust for the Seller made, done, committed, omitted or willingly suffered to the contrary, **HE** the Seller now has in himself good right, full power and absolute authority to sell, grant, transfer, convey and assure the said Property

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for

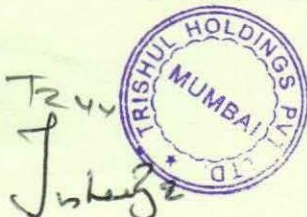


and all the right, title, interest, benefit and advantages in respect thereof unto and to the use and benefit of the Purchaser in manner aforesaid.

- b) **AND** that the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, occupy, possess and enjoy the said Property and receive the rents, issues and profits, thereof and every part thereof without any suit, eviction, interruption, claim or demand whatsoever from the Seller or any other person or persons lawfully or equitably claiming or to claim by from under him.
- c) **AND** that he the Seller has not at any time heretofore done or omitted or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby the Seller is prevented from selling, granting, transferring, conveying etc. the said Property and all the right, title, interest, benefit and advantages in respect thereof or whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate title or otherwise howsoever;

5. The Seller shall, at all times, indemnify, defend and hold harmless the Purchaser, from and against any and all losses, claims, liabilities, damages, actions, cause of actions, demands, disputes, costs and reasonable expenses (including legal costs, attorney's fees etc.), whether known or unknown, suffered or sustained by the Purchaser due to, or arising in respect to the said Property out of or in relation to:

- a) any inaccuracy, incorrectness or incompleteness in, or breach of any representation and warranties given or covenants of the Seller contained in this Sale Deed;
- b) default by the Seller in complying with the provisions of the applicable laws while he was in possession of the said Property;
- c) default in title of the Seller to the said Property;
- d) (i) non-payment or deficiency in payment of any outstanding dues and arrears, including arrears of property tax, cesses, (ii) such other



charges and expenses, and interest and penalty thereon, payable to any statutory / governmental authority, arising out of or in relation to the period prior to the sale of the said Property under these presents;

- e) any matter, claim or litigation in relation to the said Property, whether presently existing or which may arise in future for and with respect to all acts done or omitted to be done prior to the date of this Deed, or any third party claim or litigation arising out of or connected with the said Property or the execution of this Sale Deed during time of possession of said Property by the Seller and/or ETO, as the case may be;
- f) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, incidental to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing any such indemnity.

6. It is hereby agreed that the indemnification rights of the Purchaser in respect of any breach of the Seller's representations, warranties and covenants or other obligations, shall not in any way be altered, diminished or limited as a result of any investigation or examination or diligence made by the Purchaser or any facts or information acquired by the Purchaser in respect of the Seller and/or ETO.

7. The Seller and all persons lawfully and equitably claiming any estate or interest whatsoever in respect of the said Property and all the right, title, interest, benefit and advantages in respect thereof, or any part thereof by, from, under or in trust for the Seller, shall and will, at the request of the Purchaser and/or his nominees, execute or cause to be done and executed all such further and other acts, deeds, documents, writing, things, conveyances and assurances in law whatsoever for the better and perfectly assuring the said Property and all the right, title, interest, benefit and advantages in respect thereof and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall be required by the Purchaser.



8. Simultaneously with the execution of this Sale Deed, the Seller has handed over copies of certain documents in respect of the said Property to the Purchaser.

9. It is agreed that at any time hereafter if any objection and/or claim is made or received, and/or any proceedings is filed against or in respect of the said Property and/or any part thereof, pertaining to the period prior to the date of this Sale Deed, the Seller shall, at its own costs, charges and expenses and risk remove, clear and settle such objections and/or claims and/or proceedings, within 14 (fourteen) days from the date on which such claim etc. is made or proceeding is filed, or such reasonable time as may be agreed by the Purchaser.

10. On execution of these presents, the Purchaser shall be the owner of the said Property and shall be entitled to sell, transfer, convey, assign, mortgage, encumber, offer on lease or leave and license basis, dispose off and/or otherwise deal with the said Property in such manner as he deem fit and may do and execute and/or cause to be done and executed all the acts, deeds, matter and things and sign and/or execute all the deeds, documents, writings etc. in respect of the said Property.

11. It is expressly agreed by the Seller that, and KFTPL hereby confirms that, all the amounts standing to the credit of the Seller and/or ETO (irrespective of whether such amount has been paid by ETO or the Seller or KFTPL as more particularly identified in the Annexure 1 annexed hereto) including refundable and/or non-refundable deposits in the books of the said Society shall belong to the Purchaser and the Seller and KFTPL shall, jointly and/or severally, cause to be executed necessary documents, writings etc. for effectual transfer of the said amounts/deposits in the name of the Purchaser and the Seller and KFTPL shall have no objection to the same and shall not require the Purchaser to reimburse the same to the Seller and/or ETO and/or KFTPL.

12. As and when requested by the Purchaser, the Seller shall and if required, the Seller shall ensure that ETO shall, at their own costs and expenses, and within reasonable time, execute all such documents as may be



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desired by the Purchaser for sale and/or transfer of the said Property and for the purpose of bringing the name of the Purchaser on record of the books of the concerned public authorities.

13. The transfer charges, if any, payable in respect of the said Property shall be borne and paid equally by the Seller and the Purchaser. Each Party shall bear the costs of their own Advocates and Solicitors.

14. The stamp duty and registration charges for this document shall be borne and paid by the Purchaser alone.

In Witness hereof the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

The Schedule Above Referred To

An Office / Gala admeasuring 80 sq.mtrs. and bearing Office / Gala No. 307 (previously allotted Office / Gala No. 07 by Ganga Premises Co-op Society Limited) situate in building no. A3 being constructed by BGTA Ganga Premises Co-op Society Limited at Plot number A3, Survey number 8 of Wadala Anik registration sub district of Bombay Suburban District.

Signed and Delivered by the]
Within named **SELLER**]
Sanjay Satyaprakash Arya]
In the presence of..]



Full
Signature

1.]

]

]

]

2.]

Thumb across photo

Sanjay Satyaprakash Arya

Signed and Delivered by the
Within named **KFTPL**,
Keshav Forex &
Travels Private Limited
In the presence of..



1.

[Signature]

2.

[Signature]
[Signature]

Signed and Delivered by the
Within named **PURCHASER**
Trishul Holdings
Private Limited
In the presence of..



1.

[Signature]
[Signature]

2.

[Signature]

Annexure 1

Payments made to BGTA

Entity	Date	Cheque number	Cheque Amount	Towards Office 307
Economic Transport Organization	01/04/2011	367069	20,00,000	10,00,000
Economic Transport Organization	14/04/2011	759242	6,00,000	3,00,000
Keshav Forex and Travels Private Ltd.	15/10/2012	605997	2,50,000	1,25,000
Keshav Forex and Travels Private Ltd.	20/10/2012	605998	2,50,000	1,25,000
Keshav Forex and Travels Private Ltd.	25/10/2012	606007	2,00,000	1,00,000
Keshav Forex and Travels Private Ltd.	25/10/2012	606007	50,000	25,000
Keshav Forex and Travels Private Ltd.	30/10/2012	606008	2,87,918	1,43,959
Keshav Forex and Travels Private Ltd.	18/06/2013	686058	2,00,000	1,00,000
Total			38,37,918	19,18,959



RECEIPT

RECEIVED of and from Trishul Holdings Pvt. Ltd. a sum of Rs.1,00,00,000/- (Rupees One Crore Only) vide a cheque dated 21st August 2014 being consideration paid by the Purchaser (Trishul Holdings Pvt. Ltd.), on instructions of the Seller(Mr.Sanjay Arya), to KFTPL (acting for and on behalf of the Seller), towards Gala no. 307 situated at Ganga Premises Co-operative Society Limited, Wadala.

Rs. 1,00,00,000/-

We say Received



Sanjay Satyaprakash Arya



**For Keshav Forex & Travels
Private Limited**

Director

