

SALE DEED

This Sale Deed ("Deed" / "Sale Deed") is made at Mumbai this _____ day of _____

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**;

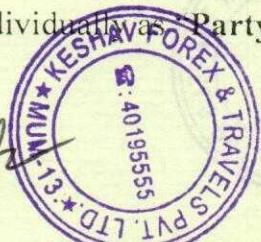
And

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 Saurastra 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

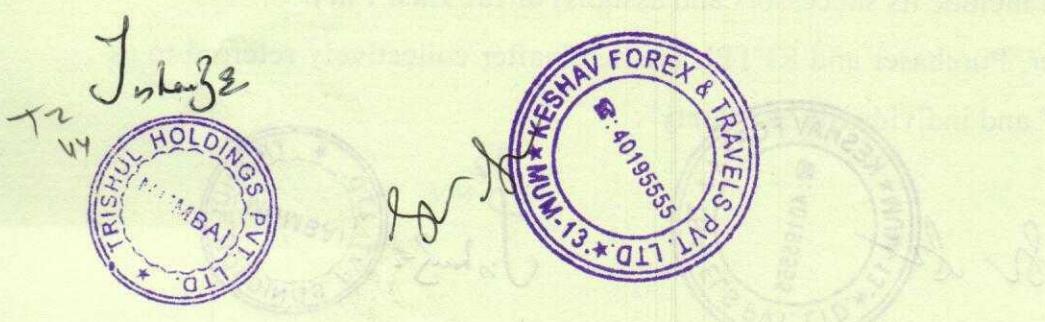
Keshav Forex & Travels Private Limited, a company registered under the Companies Act, 1956, with corporate identification number **U74990MH2009PTC196090** having its registered office at B-2, 402 C Marathon Innova, Off. Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400 013 hereinafter referred to 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 and well and sufficiently entitled to an Office / Gala admeasuring 80 sq. mtrs. built-up area and bearing Office / Gala No. 308 (previously allotted Office / Gala No. 20 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,

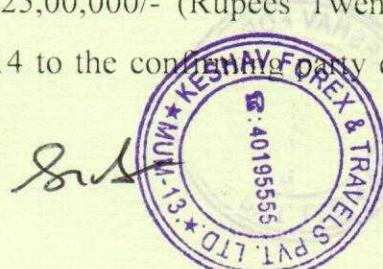


entitlement whatsoever in the said Property and all such claims, rights, title, interest, entitlement whatsoever therein now vests in the Seller.

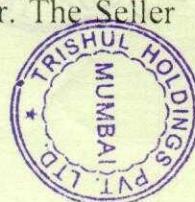
- iv) ETO had by virtue of a letter dated 18th March 2011 intimated to the said Society about the family settlement and the consequent transfer of the said Property from ETO to the Seller. Further, ETO had by virtue of a letter dated 30th May 2012 addressed to the said Society provided an indemnity bond 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, in the following manner to the Seller:
 - (A) Trishul Holdings has paid a part consideration amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) on 31st October 2014 to the company on instructions of the Seller. The Seller



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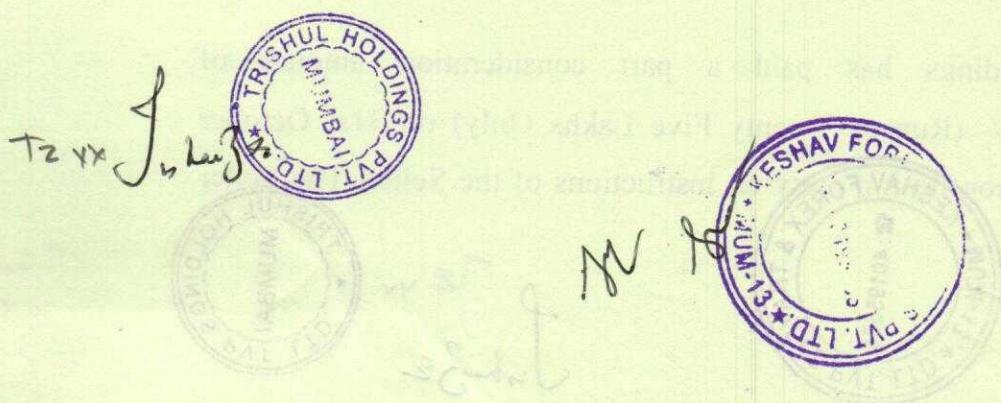


admits and acknowledges the payment and receipt of the aforesaid part consideration amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) and,

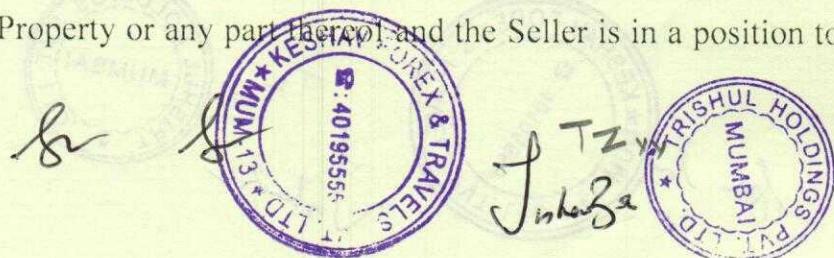
- (B) The balance consideration of Rs.75,00,00/- (Rupees Seventy Five Lakhs Only) will be paid by the Purchasers to the Seller within one year from the date of agreement.

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. 308 (previously allotted Office / Gala No. 20 by Ganga 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, 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 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 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 possession 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 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



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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 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. 308 (previously allotted Office / Gala No. 20 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.

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[Signature]



S. R.
[Signature]



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



[Signature]

Sanjay Satyaprakash Arya

[Signature]

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



[Signature]

Sanjay Satyaprakash Arya

[Signature]

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



[Signature]

J. Mehta

1.

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[Signature]

Annexure 1**Payments made to BGTA**

Entity	Cheque number	Cheque Amount	Towards Office A3 07
Economic Transport Organization	367069	20,00,000	10,00,000
Economic Transport Organization	759242	6,00,000	3,00,000
Keshav Forex and Travels Private Ltd.	605997	2,50,000	1,25,000
Keshav Forex and Travels Private Ltd.	605998	2,50,000	1,25,000
Keshav Forex and Travels Private Ltd.	606007	2,00,000	1,00,000
Keshav Forex and Travels Private Ltd.	606007	50,000	25,000
Keshav Forex and Travels Private Ltd.	606008	2,87,918	1,43,959
Keshav Forex and Travels Private Ltd.	686058	2,00,000	1,00,000
Total		38,37,918	19,18,959



RECEIPT

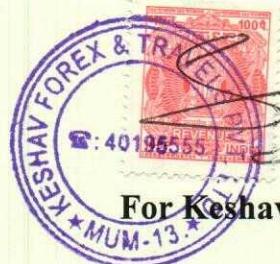
RECEIVED of and from the within named Purchaser a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) vide cheque dated 31st October 2014 being the part consideration paid by the Purchaser, on instructions of the Seller, to Keshav Forex and Travels Private Limited (acting for and on behalf of the Seller), in respect of the said Property.

Rs.25,00,000/-

We say Received



Sanjay Satyaprakash Arya



**For Keshav Forex & Travels
Private Limited**

Director



IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE:

- (A) SANJAY SATYAPRAKASH ARYA, having my residence address at 9, Arya Varta, 20 Narayan Dabholkar Road, Malabar Hill, Mumbai 400 006 (hereinafter referred to as the "Seller");

AND

- (B) **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 the "**KFTPL**")

Send Greetings:-

WHEREAS:



- i) The Seller was the owner and seized well and sufficiently entitled to an Office / Gala admeasuring 80 sq. mtrs. built-up area and bearing Office No. 308 (previously allotted Office / Gala No. 20 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 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**”.

- 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



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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;

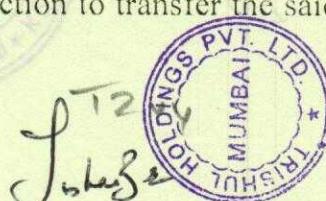
- v) Post the aforesaid transfer, all the charges, taxes and cesses in relation to the said Property have been borne and incurred by the Seller, either by himself or through KFTPL, a company wherein the Seller is a director and shareholder.

- vi) Pursuant to a Sale Deed dated _____ (hereinafter referred to as the "Sale Deed"), entered into *inter alia* between the Seller and Trishul Holdings Private Limited (hereinafter referred to as the "Purchaser"), the Seller has sold the Purchaser and the Purchaser has purchased the said Property from the Seller;

- vii) Pursuant to the said Sale Deed, We are required to execute an irrevocable Power of Attorney being these presents authorizing the said Trishul Holdings Private Limited and all persons authorized by Trishul Holdings Private Limited, to do, execute and perform and/or cause to be done, executed and performed all the acts, deeds, matters and things in respect of the said Property in the manner hereafter appearing.

NOW KNOW YOU ALL AND THESE PRESENTS
WITNESS that We, SANJAY SATYAPRAKASH ARYA and KESHAV FOREX & TRAVELS PRIVATE LIMITED do hereby, jointly and severally, nominate, constitute and appoint Trishul Holdings Private Limited and all persons authorized by Trishul Holdings Private Limited, to be our true and lawful Attorneys for the following purposes that is to say –

1. TO APPLY to the said Society, being BGTA Ganga Premises Co-op Society Limited and/or Bombay Metropolitan Region Development Authority and/or any other governmental / statutory authority for seeking consent / no objection to transfer the said Property in favour of Trishul


Holdings Private Limited and/or in favour of any person or persons as our Attorneys may deem fit.

2. TO APPLY to the said Society, being BGTA Ganga Premises Co-op Society Limited and/or Bombay Metropolitan Region Development Authority and/or any other governmental / statutory authority for registration of transfer of the said Property from the Seller and/or ETO in favour of **Trishul Holdings Private Limited** and/or in favour of any person or persons as our Attorneys may deem fit.

3. TO APPEAR before the jurisdictional Sub-Registrar of Assurances to admit execution of the Sale Deed and to register the said Sale Deed, and/or such other incidental and/or ancillary documents before the jurisdictional Sub-Registrar of Assurances.

4. TO DEAL with the said Society, being BGTA Ganga Premises Co-op Society Limited, and to attend all the meetings of the said Society, being BGTA Ganga Premises Co-op Society Limited, whenever convened, and to do execute and perform all the acts, deeds, matters and things as an owner of the said Property is entitled to do, execute and perform, in respect of the said Property.

5. TO FILE appropriate proceedings before the appropriate authorities in respect of membership to the said Society, being BGTA Ganga Premises Co-op Society Limited.

6. TO CORRESPOND AND DEAL with, appear before and represent me before the Registrar of Co-operative Societies, the Co-operative Courts, the said Society, being BGTA Ganga Premises Co-op Society Limited, Revenue Authorities, City Survey Office, Superintendent of Land Records and other Governmental and Semi-Governmental authorities in respect of the said Property.

7. TO DEAL and/or correspond with appear before and represent me before the Registrar of Co-operative Societies, the Co-operative Courts, the said Society, being BGTA Ganga Premises Co-op Society Limited, the Municipal Corporation of Greater Mumbai including all their Departments Officers or any other Officer or Authority in connection



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with or relating to or touching the said Property and/or to carry out repair and/or alterations, in respect of the said Property.

8. TO DEAL and correspond with the Department of Electric Supply for obtaining or transferring electrical connection or connections in respect of or relating to the said Property and for that purpose to sign all letters, applications, undertakings, terms and conditions etc. as may be necessary or as may be required by the concerned authorities.

9. TO PAY NECESSARY deposit or security fee or any other amounts that may be required to be deposited or paid to the Registrar of Co-operative Societies, the Co-operative Courts, the said Society, being BGTA Ganga Premises Co-op Society Limited, the Municipal Corporation of Greater Mumbai or any other concerned authorities and also to apply for the refund thereof and receive the same as and when occasion arises in respect of the said Property.

10. For any purposes as mentioned herein our Attorneys are hereby authorised to approach the Registrar of Co-operative Societies, Co-operative Courts, the said Society, being BGTA Ganga Premises Co-op Society Limited, Municipal Corporation of Greater Mumbai, Government any other authorities and to sign, seal, execute and deliver all the applications, forms, deeds, documents, agreements, affidavits, petitions, plans, documents, writings or undertakings etc., whether prescribed or not as may be required.

11. In the event of the Registrar of Co-operative Societies, the Co-operative Courts, the said Society, being BGTA Ganga Premises Co-op Society Limited, the Municipal Corporation of Greater Mumbai, the Government and/or any other concerned authorities not granting any permission, No Objection, Sanction etc. then and in such event to make application and/or appeal, review, revision and/or to adopt such proceedings as may be necessary and to approach concerned authorities.

12. To appoint and engage Architects, Engineers and R.C.C. Specialists, Valuers and Surveyors as may be required in respect of the said Property.



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13. To appoint Advocates, Solicitors and other legal advisers to do all the acts deeds matters or things.

14. To apply to the relevant officers and departments of the aforesaid authorities for certified copies of the plan, to obtain satisfaction of the areas, survey, measurements, demarcation of boundaries, area certificates, extracts etc. and to make such applications of writs and execute such applications, letters or documents as may be required by such authorities or any of them for any work regarding survey measurements, demarcation of boundaries, area certificate, extracts etc. of the said Property.

15. To make necessary applications for water, sewerage, light and electric and telephone, gas and other utility connections with the concerned authorities and to obtain necessary orders in pursuance thereto.

16. To sell, convey, transfer, grant, assure, gift, mortgage, lease, assign, and/or otherwise deal with and/or dispose of the said Property and in pursuance of such sale or transfer to execute any Deed of Conveyance, Transfer or other assurances in respect of the said Property or any part thereof in favour of such person or persons and to acknowledge receipt of the consideration under such Deed of Conveyance or assurance or other writings and to lodge the same for registration with the jurisdictional Sub-Registrar of Assurances and to admit execution on our behalf and to comply with all legal requirements for registration of such deeds, documents and writings, conveyance or conveyances under the provisions any Act, Statues, Regulations etc.

17. To deal with, dispose of, transfer the said Property and/or rights therein in such manner as our Attorneys may deem fit.

18. To apply for, if required, and obtain from the Income-tax Officer and Authorities our Income-tax Certificates under Section 281 or under any other section of the Income-tax Act, 1961 for the purpose of registration of the Conveyance, Lease and/or other documents of transfer in respect of the said Property.



19. To give such letters and writings and/or undertakings as may be required from time to time by the Registrar of Co-operative Societies, the Co-operative Courts, the said Society, being BGTA Ganga Premises Co-op Society Limited, Municipal Corporation of Greater Mumbai and/or other Concerned Authorities for any purpose in respect of the said Property.
20. To attend before any Registrar, sub-registrar or Dy. Registrar of Assurances in Bombay/or and to execute and present for registration and admit execution by each of us of any agreement, deed, conveyance, transfer, assignment, assurances, releases, indemnity or other instrument or writing the registration of which is compulsory and generally to do all things, necessary or expedient or effectually as we ourselves could do.
21. To insure the said Property against damages, fire, tempest, riots, civil commotion, floods earthquakes otherwise as our Attorneys may think fit and proper.
22. To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement, charges or other security in respect of the said Property and on receipt thereof to make sign, execute and give sufficient releases or other discharges for the same.
23. To file and prosecute or appear in and defend any suits, writ petitions, actions or legal proceedings in any Court of Law including Co-operative Court, or before any quasi-judicial authority, tribunal or any other forum including Registrar of the Co-Operative Societies in any way concerning the said Property and for that purpose to appoint and engage Advocates, Solicitors and Counsel and to settle and pay their fees and to sign in our name and on our behalf all plaints, petitions, written statements, affidavits and applications, Vakalatnamas etc. and to compromise such suits, writ petitions, actions or legal proceedings upon such terms and conditions as our said Attorneys shall deem fit and to abide by, observe, perform and carry out all obligations under the suits and others and consent decree orders passed thereunder.



24. For us and on our behalf and in our name to accept service of Writ of Summons or other court process in any suit or legal proceedings or other legal process and to enter an appearance in and defend or oppose any action or other legal proceedings and to make any counter claim therein and to commence any action or other legal proceedings for such briefs as the Attorneys or their advisers shall think necessary for the recovery or protection of the said Property or rights or for any other purpose and to prosecute, discontinue or compromise any such action or proceedings and to appeal against any Judgment or decision of any Court or Tribunal in any such action or proceedings.

25. To ask, demand, sue, to recover and receive of and from all persons and bodies corporate for any claim or action or rights or otherwise of or relating to or concerning with the said Property howsoever with arising and whether in past, present or future or against the Registrar of Co-operative Societies, the said Society, being BGTA Ganga Premises Co-op Society Limited, Government of India or of Maharashtra or the Municipal Corporation of Greater Bombay or any other body or authority respectively and to commence, carry out and prosecute any motion, suit, writ, petition or other proceedings whatsoever of recovering and compelling payment, transfer of delivery thereof respectively and for that purpose to sign and execute all plaints, written statements, affidavit and applications and to engage Solicitors and Advocates and to settle and pay their fees.

26. To settle, adjust, compound, submit to arbitration or compromise all actions, suits, accounts, reckonings, claims and demands whatsoever between ourself and any person or persons whomsoever and in any way connected with the said Property.

27. We hereby agree and undertake that we shall not in any way write any letters and/or correspond with the Registrar of Co-operative Societies, the Co-operative Courts, the said Society, being BGTA Ganga Premises Co-op Society Limited, the Government of Maharashtra, and the Municipal Corporation of Greater Bombay and all their Departments and other concerned Local Authorities countermanding any acts, deeds, matters and things done by the said Attorney pursuant to this Power of Attorney. We hereby expressly agree and undertake that if any such



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instruction is issued by us the same shall not affect the acts, deeds, matters and things done or to be done by the said Attorney and all the concerned Authorities shall be entitled to disregard all such instructions given by us.

28. To appoint from time to time or generally such person or persons as the Attorneys may think fit as its substitute or substitutes to do execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint another or others in its place and We hereby agree at all times to ratify and confirm whatsoever the Attorney or any such substitute or substitutes shall lawfully do or cause to be done in or about the said Property.

29. IN GENERAL to do all other acts, deeds, matters and things in respect of the said Property as referred to herein either particularly or generally described as amply and effectually to all intents and purposes as if we could do ourself in respect of the said Property.

30. Our Attorneys are hereby authorized to do execute and perform or cause to be done, executed, performed all the acts, deeds, matters and things that may be necessary in respect of the said Property and which are not specifically mentioned in these presents.

31. And We do hereby declare that all the powers and authorities and discretions hereby conferred upon the Attorneys shall be available for exercise by it/them both during our absence as also in our presence.

32. AND We do hereby undertake to ratify whatever the Attorneys or any substitute or agent appointed by them under this Power of Attorney in that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents.

33. This Power of Attorney is irrevocable and is coupled with interest.

In Witness Whereof We have hereunto set and subscribed our hands to these presents on this _____ day of _____.

The Schedule Above Referred To:

An Office / Gala admeasuring 80 sq.mtrs. and bearing Office No. 308 (previously allotted Office / Gala No. 20 by Ganga Premises Co-op



Society Limited) situate in building no. A3 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.

In Witness Whereof WE have hereunto set and subscribed our hands to these presents on this _____ day of

Signed Sealed and Delivered)

by the Withinname)

Sanjay Satyaprakash Arya)

in the presence of...)

1.



Full sign
Thumb across photo

Sanjay Arya

2.

Signed Sealed and Delivered)

by the Withinname)

Keshav Forex & Travels)

Private Limited, through its

Director, Mr. _____

in the presence of...

1.



Full sign
across photo

Sanjay Arya



2.

Sanjay Arya

AB



SL
SR



SL
SR



The above power is accepted by)

Trishul Holdings)

Private Limited through its)

Director, _____)

in the presence of)

1.

2.



Jitendra
Sawant

Ram

~~Ent~~ ~~Smile~~

~~dog~~