

SALE DEED

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

Between

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JnLuz

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 "**Purchasers**" (hereinafter referred to as "**Trishul Holdings**" 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

Transcon Investment and Leasing Private Limited, a company registered under the Companies Act, 1956, with corporate identification number **U65910MH1987PTC043537** having its registered office at C-302, Waterford Building, Above Navnit Motors, Juhu Lane, Andheri West, Mumbai 400 058 (hereinafter referred to as "**Transcon Investment**" 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 Third Part;**

Transcon Investment and **Trishul Holdings** hereinafter are together referred to as "Purchasers"

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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, Purchasers and KFTPL are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

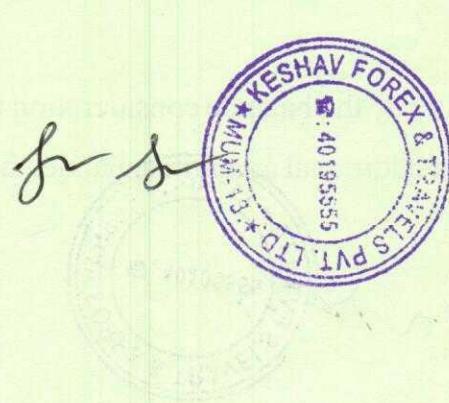
- i) The Seller is the owner and seized and well and sufficiently entitled to an Office / Gala admeasuring 46.2 sq.mtrs. and bearing Office No. FF - 27 along with all the rights, title and interest therein (hereinafter referred to as the "**said Property**"), situate in building no. F1 being constructed by BGTA Girnar Premises Co-op Society Limited (hereinafter referred to as the "**said Society**") at Plot number F1 , 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. F1 on the aforesaid plot of land and allotted 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 vest in the Seller.
- iv) ETO had by virtue of a letter dated 30th May 2012 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 the said letter dated 30th May 2012 addressed to the said Society also 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 Purchasers and offered to sell and transfer the said Property for the total consideration of Rs. 47,00,000/- (Rupees Forty Seven Lakhs Only)
- vii) The Purchasers 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 Purchasers and the Purchasers agreed to purchase and acquire the said Property from the Seller, for the total consideration Rs.47,00,000/- (Rupees Forty Seven Lakhs 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.47,00,000/- (Rupees Forty Three Thousand Twenty Five Thousand Only) paid by the Purchasers to KFTPL in the following manner to the Seller:
 - (A) Trishul Holdings has paid a part consideration amount of Rs.1,00,000/- (Rupees One Lakh Only) on 7th January 2014 to the confirming party on instructions of the Seller. The Seller admits and acknowledges the payment and receipt of the aforesaid part consideration amount of Rs.1,00,000/- (Rupees One Lakh Only) and,
 - (B) The balance consideration of Rs.46,00,000/- (Rupees Forty Six 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 Purchasers and the Purchasers doth hereby purchases and acquires from the Seller, free from all encumbrances, claims and demand the said Property, being an Office / Gala No. FF-27 and all the rights, title and interest therein, situate in building no. F1 constructed by the said Society, being BGTA Girnar Premises Co-op Society Limited at Plot number F1 , 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 the balance consideration to BGTA plus interest, if any and any other additional amount demanded by BGTA from its own funds



Sudhakar



J. Patel



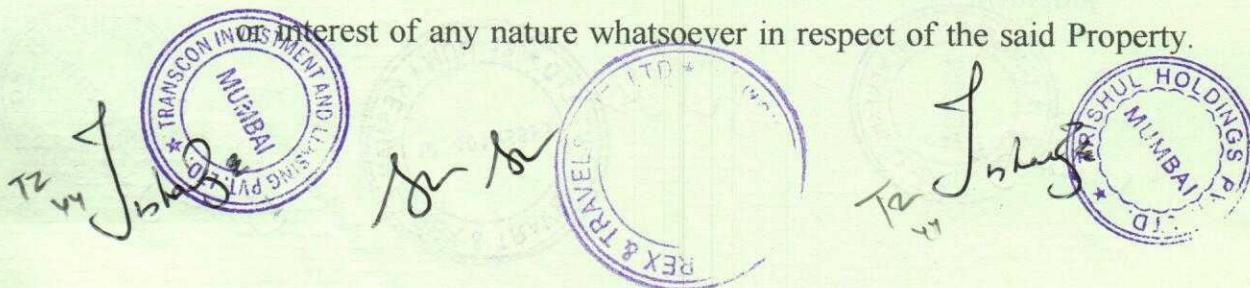
T. J. Patel

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 will pay interest at the rate of 1% per month to Transcon Investment on the consideration paid by the Purchasers till the completion and handover of peaceful possession of the said Property to the Purchasers. The said interest will be paid quarterly by the Seller to the Purchasers.
4. The Seller doth hereby declare, confirm, represent and warrant to the Purchasers 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 Purchasers;
 - (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 Purchasers;
- (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 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;

5. The Seller doth hereby agrees and covenants with the Purchasers 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 Purchasers in manner aforesaid.
- b) **AND** that the Purchasers 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;
6. The Seller shall, at all times, indemnify, defend and hold harmless the Purchasers, 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 Purchasers 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 they were 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



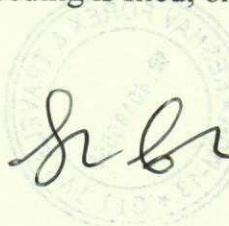
f) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, incidental to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing any such indemnity.

7. It is hereby agreed that the indemnification rights of the Purchasers 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 Purchasers or any facts or information acquired by the Purchasers in respect of the Seller and/or ETO.

8. 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 Purchasers 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 Purchasers in manner aforesaid as shall be required by the Purchasers.

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

10. 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 Purchasers.



11. On execution of these presents, the Purchasers 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.

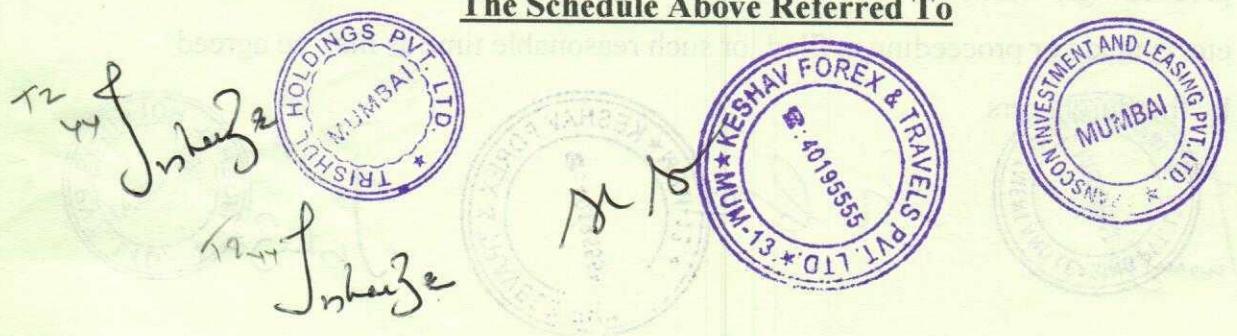
12. It is expressly agreed by the Seller that, and KFTPL hereby confirms that, all the amounts standing to the credit of the Seller and/or ETO (irrespective of whether such amount has been paid by ETO or the Seller or KFTPL as more particularly identified in the Annexure annexed hereto) including refundable and/or non-refundable deposits in the books of the said Society shall belong to the Purchasers 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 Purchasers and the Seller and KFTPL shall have no objection to the same and shall not require the Purchasers to reimburse the same to the Seller and/or ETO and/or KFTPL.

13. As and when requested by the Purchasers, 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 Purchasers for sale and/or transfer of the said Property and for the purpose of bringing the name of the Purchasers on record of the books of the concerned public authorities.

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

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

The Schedule Above Referred To



An Office / Gala admeasuring 46.2 sq.mtrs. and bearing Office No. FF-27 situate in building no. F1 constructed by BGTA Girnar Premises Co-op Society Limited at Plot number F1, Survey number 8 of Wadala Anik registration sub district of Bombay Suburban District.

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

| | |
|---------------------------------|---|
| Signed and Delivered by the |] |
| Within named SELLER |] |
| Sanjay Satyaprakash Arya |] |
| In the presence of.. |] |
| 1. |] |
| |] |
| |] |
| |] |
| 2. |] |



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| Signed and Delivered by the |] |
| Within named KFTPL, |] |
| Keshav Forex & |] |
| Travels Private Limited |] |
| In the presence of.. |] |
| 1. |] |
| |] |
| |] |
| 2. |] |



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|--------------------------------|---|
| Signed and Delivered by the |] |
| Within named PURCHASERS |] |

Trishul Holdings Private Limited]

In the presence of..]

1.]

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J. Subrata

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**Transcon Investment and
Leasing Private Limited**

In the presence of..]

1.]

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RECEIPT

RECEIVED from Trishul Holdings Pvt. Ltd. Rs 100,000 (Rupees One lakh only) vide a consolidated cheque on 07/01/2014 being the part consideration paid by the Purchasers, on instructions of the Seller, to KFTPL (acting for and on behalf of the Seller), in respect of the said Property.

Rs. 1,00,000/-



We say Received

Sanjay Satyaprakash Arya



For Keshav Forex

& Travels Private Limited



ANNEXURE
Payments to BGTA

| Date | Particulars | Amount |
|----------|---------------------|----------|
| 18.02.97 | By Cheque | 31,500 |
| 15.04.98 | By Cheque | 31,500 |
| 06.10.98 | By Cheque | 31,500 |
| 31.12.98 | By refund from BGTA | 25,350 |
| 27.06.00 | By Cheque | 14,649 |
| 07.04.08 | By Cheque | 25,000 |
| 07.06.08 | By Cheque | 25,000 |
| 23.01.09 | By Cheque | 25,000 |
| 21.05.09 | By Cheque | 25,000 |
| 22.06.09 | By Cheque | 60,000 |
| 21.12.09 | By Cheque | 60,000 |
| 29.12.09 | By Cheque | 60,000 |
| 26.03.10 | By Cheque | 50,000 |
| 27.09.10 | By Cheque | 50,000 |
| 23.09.11 | By Cheque | 50,000 |
| | Total | 5,64,499 |

