

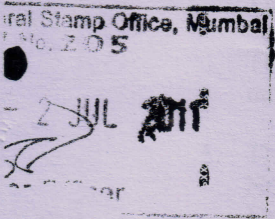


महाराष्ट्र MAHARASHTRA

क्र. 24

दिनांक

EP 656547



जिल्हा फायोली प्र. दुआ
 स. सो. ... जयसुदेव पेंडसेकर मार्ग
 दादा भाऊ ...
COMPUTER SOCIETY OF INDIA
 श्री/श्री. 122, T. V. Industrial Estate,
 S. K. Ahire Marg, Worli,
WITHOUT PREJUDICE
 L.S.V.

8 JUL 2011

AGREEMENT FOR SALE

Shri T. S. Sawani

THIS AGREEMENT FOR SALE made at Mumbai this 15th day of July, 2011,
 BETWEEN

COMPUTER SOCIETY OF INDIA, a Society registered under the Public Societies Act having its office at 122, T. V. Industrial Estate, S. K. Ahire Marg, Worli, Mumbai – 400 030. through its duly authorized Hon. Secretary Mr. Suchit Gogwekar hereinafter called the “**Transferors**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigned of the One part

AND

M/S. USHA DISTRIBUTORS PRIVATE LIMITED, a Company registered under the Companies Act, 1956 having its office at Unit No. 107, T.V. Industrial estate, Worli, Mumbai – 400 030 through its duly authorized Director Mr. Ashok Gupta hereinafter called the “**Transferees**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigned of the Other part



WHEREAS:

1. One Worli Industrial Properties Limited, a Company registered under the Companies Act, 1956 is the absolute Owner of and possessed of or otherwise well and sufficient entitled to a building known as "T.V. Industrial estate", situated on a leasehold plot bearing No. 248(A), Worli Scheme 52, C. S. No. 1/1629 at the Junction of Sudam Kalu Ahire Marg & Worli Road, Mumbai - 400 030 hereinafter called "**the said building.**"
2. Originally, M/s. Khetan & Sons have been admitted as the Members of Worli Industrial Properties Ltd. a company who is presently the lessee of the land on which the said building is constructed and who are the builders and the owners of the said building (hereinafter called **the said "Company"**).
3. M/s. GARUDA INSPECTION AND ENGINEERING SERVICES PRIVATE LIMITED had acquired a unit No:122 on the first floor in the said building admeasuring 875 Sq. feet built up vide an Agreement dated 13th August 1981 from the said M/s. Khetan & Sons, a Partnership firm who were the original Purchasers and occupant. M/s. Khetan & Sons had purchased the said unit from the builders M/s. Worli Industrial Properties Pvt. Ltd.
4. The said M/s. GARUDA INSPECTION AND ENGINEERING SERVICES PRIVATE LIMITED were formerly registered under the name of "KNIK CHEMICAL ENGINEERS PVT. LTD." They have changed their name to "GARUDA INSPECTION AND ENGINEERING SERVICES PRIVATE LIMITED" This change of name has been approved by the Registrar of Companies, Maharashtra and a certificate U/s. 23(1) of the Companies Act was issued on 17th January 1991. The Purchase Agreement in respect of the said Unit was standing in their former name.
5. The Transferors i.e. **COMPUTER SOCIETY OF INDIA** had acquired a unit No:122 on the first floor in the said building (hereinafter referred to as **the said Unit**) admeasuring 875 Sq. feet built, more particularly described in **the Schedule** hereunder written as **Annexure "A"**, vide an Agreement dated 4th September, 1991 from the said M/s. Garuda Inspection and Engineering Services Private Limited, 206, Kakad Chambers, 132, Annie Beasant Road, Worli, Mumbai - 400 018.
6. The Transferors are member of the said Company and as such members are entitled to 35 shares issued by the said company i.e. 5 shares and 30 shares for the total value of Rs. 3500/- bearing Distinctive nos 416 to 420 and 3226 to 3255 under Share Certificate No. 84 dated 16th Feb 1999 and No. 234 dated 29th Nov 2002 (herein after referred to as "**the said shares**").
7. In pursuance of the application dated 4th July, 2011 made by the Transferors to the said Society, the Society has given its in principle No Objection vide its Letter dated

3

period as agreed upon by the parties, against receiving the vacant and peaceful possession of the said premises.

3. The Transferors hereby agree and covenant with the Transferees that upon compliance of aforesaid sub clause of Clause No. 2 of this agreement they shall :
 - (a) execute Sale Deed and Transfer form in favor of the Transferees and hand over to them the share transfer forms in respect of the said thirty five shares of the said company together with the original Shares Certificate and
 - (b) Put the Transferees in vacant and peaceful possession of the said premises.
 - (c) Handover all the original documents and title deeds of the said Unit to the Transferees.
 - (d) shall forthwith apply to get the Transferees admitted and enrolled as member of the said Worli Industrial Properties Ltd. and as owner of the Premises in the records of the Society and has simultaneously executed in favour of the Transferees such documents for enrolment as may be required by the Transferees for vesting the Premises in the names of the Transferees.
4. The Transferors hereby declare that they are the absolute owners of the said shares and /or the said Unit and besides the Transferors no other person has any right title and interest in the said shares and /or the said Unit and they are absolutely entitled to deal with the said shares and the said Unit.
5. The Transferors further declare that they have not deposited the Shares and /or the title deeds pertaining to the said Unit with any persons or persons with intention to create equitable mortgage thereon and no other person has any charge or lien on the said shares and /or said Unit.
6. The Transferors further declare that there is no suit pending in respect of the said Shares and /or the said Unit nor is there any attachment of the said shares and /or said Unit either before or after the judgment.
7. The Transferors further declare that there is no claim of any tax authorities for income Tax, wealth Tax or any other dues, nor is there any charge of any Government either Central or states or any other public body or local authority for payment of any assessment or dues.
8. The Transferors further declare that they have not let out the said Unit either by way of lease or leave and license or on any other basis.

4
M

4th July, 2011 for the sale and transfer of the said Premises by the Transferors to the Transferees, a copy whereof is hereto annexed and marked as **Annexure 'B'**;

8. Prior to the execution hereof the Transferees has investigated and satisfied themselves with regard to the marketable title of the Transferors to the said Premises and relying upon the statements representations and declarations of the Transferors contained herein, the Transferees has agreed to enter into the Agreement for Sale;
9. The Transferors are desirous of transferring the right, title and interest in the said shares together with the said Unit to the Transferees subject to the terms and conditions agreed to thereafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTEIS HERETO AS FOLLOWS:

1. The Transferors hereby agrees to transfer and assign the right, title and interest in favor of the Transferees in respect of
 - (a) The said Thirty Five shares issued by the Company i.e. 5 shares and 30 shares for the total value of Rs. 3500/- bearing Distinctive Nos 416 to 420 and 3226 to 3255 under Share Certificate No. 84 dated 16th Feb 1999 and No. 234 dated 29th Nov 2002.
 - (b) Right, title and interest of the Transferors in the said Unit admeasuring 875 Sq. feet built up, bearing Unit No. 122 on the first floor of the building known as "T.V. Industrial Estate" owned by the said Company and situated at Plot No.: 248 (A), Worli Scheme 52, C.S. No. 1/1629 at the Junction of Madam Kalu Ahire Marg & Worli Road, Worli, Mumbai - 400 030. (the said Shares, the said Unit No. 122 and all other incidental rights attached thereto are hereinafter collectively referred to as "**the said Premises**")
2. In consideration of the aforesaid the Transferees have agreed to pay to the Transferors an aggregate amount of Rs. 2,07,50,000/- (Rs. Two Crores Seven Lacs Fifty Thousand Only) in the manner following :
 - (a) Rs. 10,00,000/- (Rs. Ten Lacs Only) being the first installment of non-refundable earnest money deposit (The receipt whereof the Transferors hereby admits and acknowledges).
 - (b) Rs. 10,00,000/- (Rs. Ten Lacs Only) being the second installment of non-refundable earnest money deposit on or before July 15, 2011.
 - (c) The balance full and final amount of Rs. 1,87,50,000/- (Rs. One Crore Eighty Seven Lacs Fifty Thousand only) **on or before August 31, 2011** or such further

9. The Transferors shall clear up all the dues of the company, if any.
10. The Transfer charges, payable to the said company for transfer of said shares and the said Unit shall be borne and paid equally both by the Transferors and Transferees. The stamp duty and registration fees if any shall be borne and paid by the Transferees upon execution of the said Deed.
11. The Transferees agree and undertake to abide by all the rules, regulations and by-laws of the said Company.
12. The Transferors agrees undertake and covenant to do all acts, deeds and things and sign all such papers as may be necessary for the proper, complete and effectual transfer of the said shares and/or said Unit in favor of the Transferees.

8

THE SCHEDULE ABOVE REFERRED TO

Unit No:122 admeasuring 875 Sq. feet built up, on the first floor in the building known as "T.V. Industrial Estate" owned by the said Company and situated at Plot No.: 248 (A), Worli Scheme 52, C.S. No. 1/1629 at the Junction of Madam Kalu Ahire Marg & Worli Road, Worli, Mumbai - 400 030.

Name of the building : T.V. Industrial Estate
No. of floors : Ground + 3 floors
No. of lifts : 2
Year of construction : 1979
Cadastral/City Survey No. : 3050 / 3051 (NEW) 1/1629 (OLD)
Division : LOWER PAREL DIVISION

IN WITNESS WHEREOF THE parties hereto have hereunto set and subscribed their respective hands and seal on the day and year hereinabove first written .

S. S. Gogut
Common Seal of the within named)
Transferors COMPUTER SOCIETY OF INDIA)
The duly authorized Hon. Secretary)
Mr. Suchit Gogut for and on behalf of)
Society in the Presence of)
_____)



Common Seal of the within named)
Transferees M/s. USHA DISTRIBUTORS)
PRIVATE LIMITED Affixed in the Presence of)
MR. Ashok Gupta,)
Director of the company authorized)
By the Board vide resolution dated _____)
RECEIVED with thanks from the Transferees)
withinnamed, s sum of Rs. 20,00,000/- by two cheques)
namely (i) Rs. 10,00,000/-)
(Rupees Ten Lacs only) by cheque)
bearing No. 995455 dated July 2, 2011)
drawn on Vijaya Bank, Mandvi Branch, Mumbai)
as and by way of first installment of non-refundable)



R. Bajaj
Ray Kumar Bajaj 5/0 Ram Palai
303A Ramwood Apart
Near Little Flower school
Wallasapur

2/

earnest money; (ii) Rs. 10,00,000/-)
(Rupees Ten Lacs only) by cheque)
bearing No. 995458 dated July 15, 2011)
drawn on Vijaya Bank, Mandvi Branch, Mumbai)
as and by way of second installment of non-refundable)
earnest money) Rs 20,00,000_-

WITNESS:

1) Ashish Pawar
S/o Dattatray S. Pawar
Umaya Complex, Phase II
Wing B-2, Titwala (E)

Ashish
15/7/11

WE SAY RECEIVED:

S. S. Gogate
COMPUTER SOCIETY OF INDIA
Exe. Secretary
(Transferors)



(2) Rajkumar Baiyaji S/o Ram Rahu Baiyaji
303 A wing Banwood Afort
near Little Flower school
Wallepore (W)

R Baiyaji
15/7/2011