दुय्यम निबंधक: भिवंडी 1

विभागाचा नंबर : 3, विभागाचे नाव : लोणंद, मिळकतीचा प्रकार : शेती. मीजे लोनाड ता.

(1) मे. अरहम प्रोजेक्ट्स प्रा.लि. तर्फ कु.मु. म्हणुन दिनेश जालन - -; घर/फ़लॅट नं: -;

(2) में. ग्रेमल कोल कॅरिअर प्रा.लि. तर्फे कु मु. म्हणुन रितेश जालन - -; घर/फ़्लॅट नं: -; गुल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नः - पेठ/वसाहतः ३, लॉड सिना रोड, कोलकत्ता,

(1) मे. यति लि. तर्फे कु.मु. म्हणुन वेघप्रकाश गीयल - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -;

ईमारतीचे नावः डी-390, टीटी इंड, एरीया, तुर्में, नियी मुंबई-713; ईमारत नं: -; पेठ/वसाहतः -;

गल्ली/रस्ताः -: ईमारतीचे नावः -; ईमारत नं: - वालसिंव भिवंडी; पेठ/वसाहतः -; शहर/गावः -;

भिवंडी येथील स.नं. 94/2 क्षेत्र 0.70.0 हे आर प्रति आकार 1.75

(1) 0.70.0 हे आर प्रति — ० ०००० किला करण

71; शहर/गाय: --; तालुका: -, पिन: -; पॅन नम्बर: AABCG7391N.

शहर/गाव: ; तालुका: -;पिन: - पॅन नम्बर: AABCG3709Q.

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : लोनाड

(1)1.00

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तातरणपत्र व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 30,000,000.00

बा.भा. रू. 30,000,000.00 य (1) सर्वे क्र.: 94/2 वर्णनः 201 - 94 , जिल्ह्याचे नाव : ठाणे, तालुक्याचे नाव : भिवंडी,

तालुका: - पिन: -; पॅन नम्बर: -.

(2) भू-माध्रन, पोटहिस्सा व घरक्रमांक (असंल्यास)

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

दे तऐवज करून देण्या-या काराचे व संपूर्ण पत्ता नाव किंवा विवे गी न्यायालयाचा हुकुमनामा) किंग आदेश असल्यास, प्रतिवादीचे । नामव संपूर्ण पत्ता

स्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(7) दिनांक

करून दिल्याचा 18/06/2009

(8)

नोंदणीचा

18/06/2009 3629 /2009

(9) अनुक्रमांक, खंड व पृष्ठ

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 1800000.00

(11) बाजारभावाप्रमाणे नॉंदणी

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(12) शेरा

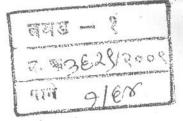
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Page 1 of 1

SARIT/ REPORTS VERSION 6 0 0





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"SHREE" (General Stamp Rs. 18,00,000)

SALE-DEED

CONSIDERATION VALUE

..... Rs. 3,00,00,000/-

THIS ARTICLE OF SALE DEED made and entered into at Bhiwandi on this day of June 2009; NIN 15 2009



isek Signatory D-5/STP(VHC.R. 1044/04/06/55-58/2005



BETWEEN

M/S. GATI LIMITED, having its Zonal Office at D-390, T.T.C. Industrial Area, Near I.O.C. Terminal, Turbhe, Navi Mumbai – 400 713; and having its registered office at 1-7-293, M.G. Road, Secunderabad - 500 003, Andhra Pradesh; herein represented by its Constituted Attorney Shri. VED PRAKASH GOYAL referred to as "THE PURCHASER"; (which expressions shall unless, it be repugnant to the context or meaning thereof, mean and include his respective heirs, nominees, administrators, legal representatives, directors, assigns, etc). PARTY OF FIRST PART;

AND

MYS. ARHAM ANMOL PROJECTS PVT. LTD., A Private Limited Company, duly registered under Indian Companies Act, 1956; (Pan No. AAGCA9644P), having its Office at Near Presidency School, Nasik-Mimbai By Pass Road, Valshind Village, Taluka Bhiwandi, Dist. Thane; THROUGH ITS POWER OF ATTORNEY HOLDER)

SHRI DINESH JALAN Age 38 Years, hereinafter referred to as "THE VENDORS"; (which expressions shall unless, it be repugnant to the context or meaning thereof, mean and include their respective heirs, nominees, administrators, legal representatives, assigns, etc). PARTY OF SECOND PART;

AND

M/S. GREWAL COAL CARRIER PVT. LTD., a Corporate Body registered under the Companies Act, 1956 and having its registered office at 3 No. Lord Sinha Road, Kolkata - 700 071, West Bengal, (PAN NO. AABCG7391N); (Through its Power of Attorney Holder Shri Ritesh Jalan).HEREINAFTER REFERED TO AS THE "CONFRIMING PARTY" (which expressions shall unless, it be repugnant to the context or meaning thereof, mean and include their respective heirs, nominees, administrators, legal representatives, assigns, etc). PARTY OF THIRD PART;

WHEREAS:

1) By Mutation Entry No. 463, dated 03/12/1957 and by virtue of Law of inheritance the name of Legal Heirs Shri Ladkya (Ladku) Balu Vakde has entered on the record of rights on the said Land bearing Survey No. 94, Hissa No. 1/2, admeasuring 10-72-4 (H-R-Pratis), Assessment Rs. 28.69/-, situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane.

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- 2) After the death of Ladku Balu Vakde and by virtue of Law of inheritance and by Mutation Entry No. 1297, dated 06/12/1974 the said land bearing Survey No. 94, Hissa No. 1/2 admeasuring 10-72-4 (H-R-Pratis), Assessment Rs. 28.69/-, situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; had transferred on the name of Legal Heirs 1) Shri Sitaram Ladku Vakde, 2) Shri Namdeo Ladku Vakde, 3) Shri Dattu Ladku Vakde, 4) Shri Babu Ladku Vakde, 5) Smt. Shantibai Ragho Madhvi, 6) Smt. Sonibai Babu Sore, 7) Smt. Barkibai Baliram Choudhari.
- 3) After the death of Sonibai Babu Sore and by virtue of Law of inheritance and by Mutation Entry No. 2797, dated 09/04/2008 the said land bearing Survey No. 94, Hissa No. 1/2, admeasuring 10-72-4 (H-R-Pratis). Assessment Rs. 28.69/-; situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; had transferred on the name of Legal Heirs 1) Shri Balaram Babu Sore, 2) Shri Bhagwan Babu Sore, 3) Shri Kundalik Babu Sore, 4) Shri Halya Babu Sore, 5) Shri Chandrakant Babu Sore, 6) Smt. Mainabai Bhr. Jayram Lokhande, 7) Smt. Indira Balaram Tare.
- 4) After the death of Dattu Ladku Vakde and by virtue of Law of inheritance and by Mutation Entry No. 2798, dated 09/04/2008 the said land bearing Survey No. 94, Hissa No. 1/2, admeasuring 10-72-4 (H-R-Pratis), Assessment Rs. 28.69/-; situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; had transferred on the name of Legal Heirs 1) Late Baban Dattu Vakde, Through His Legal Heirs A) Shri Shalik Baban Vakde, B) Shri Janardan Baban Vakde, C) Smt. Kalubai Ashok Manpekar, D) Smt.

Usha Baban Vakde, E) Smt. Kalpana Gurunath Jadhav, F) Smt. Housa Baban Vakde; 2) Late Raghunath Dattu Vakde, Through His Legal Heirs A) Shri Premnath Raghunath Vakde, B) Shri Somnath Raghunath Vakde, C) Shri Navnath Raghunath Vakde, D) Smt. Suvarna Raghunath Vakde, E) Smt. Mamta Raghunath Vakde.

- 5) After the death of Shantabai Ragho Madhvi and by virtue of Law of inheritance and by Mutation Entry No. 2799, dated 09/04/2008 the said land bearing Survey No. 94, Hissa No. 1/2 admeasuring 10-72-4 (H-R-Pratis), Assessment Rs. 28.69/-, situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; had transferred on the name of Legal Heirs 1) Shri Sakharam Ragho Madhvi, 2) Shri Narayan Ragho Madhvi, 3) Shri Baban Ragho Madhvi, 4) Smt. Rakhmabai Eknath Thale, 5) Smt. Jijabai Govind Pavshe, 6) Smt. Nandabai Nandu Shelar, 7) Smt. Draupadi Gajanan Choudhari.
- bearing Registration Serial No. 5543/2008, dated 23/06/2008, the Vendors herein has purchased All That Piece And Parcel of Non-Agricultural Land bearing Survey No. 94, Hissa No. 1/2, admeasuring 4-72-4 (H-R-Pratis); Assessment Rs. 28.69/- (11.81 Acres); situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; within the limits of Grampanchayat Lonad, from the Original Land Owners Shri Sitaram Ladku Vakde and others and since then they are in use occupation, enjoyment and possession of the abovesaid land being absolute owners thereof and the same is recorded in the name of them in all Government Record of Rights. And more particularly described in the Schedule 'A' referred to in this Sale Deed. (and for the sake of brevity hereinafter referred to as "the said land").
- 7) All the 6/12 Extracts showing mutation entries shall form part & parcel of this deed.

- 8) And from the date, the Vendors herein are absolute owners, seized and possessed of the said land more particularly described in the Schedule 'A' referred to in this Sale Deed.
- 9) That by virtue of Agreement for Sale dated 24th February 2009 entered between the vendors and the confirming party the vendor had agreed to sell to the Confirming party all those piece and parcel of Non-Agricultural Land bearing Survey No. 94, Hissa No. 1/2, admeasuring 0-70-0 (H-R-Pratis); Assessment Rs. 28.69/- (1.75 Acres); situated, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; within the limits of Grampanchayat Lonad, Sub-Registration District & Taluka Bhiwandi, and Registration District & District Thane. And more particularly described in the Schedule 'B' referred to in this Sale Deed. (and for the sake of brevity hereinafter referred to as "the said property").
- 10) Pursuant to the aforesaid Agreement for Sale, the confirming party has paid the entire agreed sale consideration to the Vendors, a receipt of which is in possession of the Confirming Party herein. The Confirming Party has subsequently negotiated with the Purchaser for transfer of the scheduled Property in favour of the Purchaser.
- 11) The Purchaser agrees to reimburse the sale consideration paid by the confirming party to the vendores under the agreement for sale, dated 24th February 2009 and further agrees to pay the confiming party for relinquishing its rights in the aforesaid agreement for sale dated 24th February 2009 in favour of the purchaser.
- 12) As per the negotiations the Confirming Party has agreed to assign all its rights under the agreement for sale dated 24th February 2009 in favour of the purchaser herein on receipt of a sum of Rs. 3,00,00,000/- (Rupees Three Crore's Only) in full and final settlement.
- 13) Accordingly the Puchaser herein paid the amount of Rs. 3,00,00,000/(Rupees Three Crores Only) to the Confiming party vide cheques bearing no

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609821 for Rs. 1,00,00,000/- 408392 for Rs.1,00,00,000/- and 408394 for Rs. 1,00,00,000/-. In consideration of the same the Confirming Party has agreed to be a part of this Sale Transaction.

14) The Purchaser has requested the Vendors and the Confirming Party to execute this Sale Deed in respect of the said property in favour of the Purchaser and the Vendors and the Confirming Party have agreed to execute this Agreement in respect of the said property in favour of the Purchaser in the matter hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

THAT in pursuance of the Indenture of Sale Deed and on full and final consideration of Rs. 3,00,00,000/- (Rupees Three Crores Only) having paid by Cheques by the Purchaser to the confirming party before the execution of this Sale Deed as under:-

Chq. No.		Amount Rs.
609821		1,00,00,000/-
408392		1,00,00,000/-
408394		1,00,00,000/-
Total	F . *	3,00,00,000/-

THE Vendors and the Confirming Party do hereby grant, sell, convey, assure and transfer and assign unto the Purchaser ALL AND SINGULAR and piece and parcel of said property TOGETHER WITH irrevocable right to the use passage and access to the said property and all the estate, right, title, claim and demand whatsoever at Law and in equity of the Vendors and the Confirming Party into and upon the said property TO HAVE AND TO HOLD ALL AND SINGULAR the said property hereby granted, released, conveyed and assured or intended or conveyed or transferred unto and to the

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payment of all cess, charges, taxes, assessments, dues and duties now charged, levied upon the same or hereafter to become payable in respect thereof to Government Grampanchayat or to any local or Public Body or Authority in respect and administrators covenant with the Purchaser that not with standing any fact, deed, matter or thing whatsoever by the Vendors and the Confirming Party or by any person or persons lawfully or equitably claiming, by, from, under, through or in trust for him or any them, executed, committed or knowledgeably or willingly suffered to the contrary.

THAT the Vendors and the Confirming Party now have in themselves good rights, full powers and absolute authority to grant, convey or assure or transfer and assign the said property hereby granted, released, conveyed or assured or intended to be UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid.

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereinafter peacefully and quietly to hold, enter upon and has occupy, enjoy the said property hereby granted, with his appurtenances and received the rents, issues and profits thereof to and for his own use and benefits without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors and the Confirming Party or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him and that free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendors and the Confirming Party will sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other state, titles, charges and encumbrances whatsoever other already or to be hereafter and made, executed or/and assigned or suffered by the Purchaser, or any other person or persons lawfully or equitably claiming to, by, from, under or in trust for them.

AND FURTHER that they the Vendors and the Confirming Party, all persons having or lawfully or equitably claiming any estate, rights, titles or interest at law or in equity in the said property hereby granted, released,

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in trust for the

Vendors and the Confirming Party or their heirs, shall and will from the time to time and at all times hereafter at the request and cost of the Purchaser do and execute all such further and more particularly and absolutely granting and assuring the said property and every part thereof hereby granted, conveyed and assured UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be required by the Purchaser, his respective heirs, executors, administrators, and assigns, or his Counsel in Law.

THE Vendors and the Confirming Party covenant with the Purchaser that the Vendors and the Confirming Party shall get the said property transferred in the name of the Purchaser in all Government records, etc. and op-operate with the Purchaser in that respect of mutation of name in the Records of Rights in favour of the Purchaser.

THE Vendors and the Confirming Party further covenant with the Purchaser that they have not received any notice of requisition or acquisition from any Local Public Authority or Grampanchayat Lonad or Collector of Thane or other Governmental or Semi-Governmental or any other authorities in respect of the land beneath the said property described in the Schedule 'B' written hereunder till the date of this Sale Deed.

THE Vendors and the Confirming Party further covenant that the said property is not subjected to any disputes before any Court of Law or Arbitrator or Tribunal.

THE Vendors and the Confirming Party further declare that they are having clear & marketable title to the said property & are legally competent & even otherwise, sufficiently entitled to deal with the said property. And they had not parted with, or transferred their rights & interest in the said property, neither donated the said property nor created any trust in the said property in favour of any other persons by any oral or Written agreement or commitment or otherwise.



THAT the tenure under which the said property is held and enjoyed is in full force and effect and has not been surrendered or forfeited become void or voidable.

THE Vendors and the Confirming Party shall handed over vacant and peaceful possession of the said property mentioned in Schedule 'B' of the Purchaser at the time of execution of this deed.

THE Vendors and the Confirming Party have handed over to the Purchaser the original documents on respect of the said property.

THE Vendors and the Confirming Party have paid all rates, taxes and cess and charges payable to the concerned Authorities and Revenue Authorities upto the date of this Sale Deed and in case, same are found due and payable, the Vendors and the Confirming Party shall be liable to pay to the concerned Authorities upto the date of this Sale Deed.

ALL the charges & expenses for registration of this Sale Deed such as Registration Fees & Stamp duty, etc. has been borne by the Purchaser only.

THE SCHEDULE 'A' ABOVE REFERRED TO:

ALL THAT PIECE AND PARCEL OF NON-AGRICULTURAL LAND; situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; within the limits of Grampanchayat Lonad, Sub-Registration District & Taluka Bhiwandi, and Registration District & District Thane. The said is described as under:-

Survey No.	Hissa No.	Area	Assessment	Acres
	TWV.	(H-R-P)	(Rs. Ps.)	4
94	1/2	4072-4	28.69/-	11.81

THE SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL OF NON-AGRICULTURAL LAND; situate, lying and being at Village Lonad, Taluka Bhiwandi, Dist. Thane; within the limits of Grampanchayat Lonad, Sub-Registration District & Taluka Bhiwandi, and Registration District & District Thane. More particularly described as 1.75 acres of Plot No.1 in the annexed plan. The said is described as under:-

Survey No.	Hissa No.	Area	Assessment	Acres
e f	, a 1	(H-R-P)	(Rs. Ps.)	
94	1/2	0-70-0	28.69/-	1.75

The said property hereby sold and conveyed is bounded as under:-

Towards its East is :Land bearing Survey No. 91.

Towards its West is :Part of Land bearing Survey No. 94, Hissa No. 1/2.

Towards its North is :Internal Road,

Towards its South is :Land bearing Survey No. 97.

IN WITNESSES WHEREOF, the Parties have unto set and subscribed their respective hands and seals on the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY THE WITHIN-NAMED "VENDORS"

M/S. ARHAM ANMOL PROJECTS PVT. LTD.

THROUGH ITS POWER OF ATTORNEY HOLDER

SHRI DINESH JALAN

) Molay.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN-NAMED "PURCHASER"
M/S. GATI LIMITED
CONSTITUTED ATTORNEY
SHRI VED PRAKASH GOYAL



SIGNED, SEALED AND DELIVERED

BY THE WITHIN-NAMED "CONFIRMING PARTY")

M/S. GREWAL COAL CARRIER PVT. LTD.

THROUGH ITS CONSTITUTED ATTORNEY

SHRI RITESH JALAN

WITNESSES:

1. DOK NAKENDRA KUMAR DAS

2. de Erritige Aumsto VALLUR



RECEIPT

Received a sum of RS.3,00,000/-(Rupees Three Crores ONLY) from Purchaser M/S. GATI LIMITED (Through its Power of Attorney Holder - Shri. Ved Prakash Goyal) vide cheques bearing no 609821 for Rs. 1,00,00,000/- 408392 for Rs.1,00,00,000/- and 408394 for Rs. 1,00,00,000/- in respect of sale of land admeasuring 1.75 acres out of the total area admeasuring about 4-72-4 (H-R-Pratis) bearing Survey No.94, Hissa No.1/2, Assessment Rs.28.69, situated at village Lonad, Tal. Bhiwandi, Dist.Thane.

I say received

M/S. GREWAL COAL CARRIER PVT. LTD THROUGH ITS CONSTITUTED ATTORNEY SHRI RITESH JALAN

Witness:-

1. La (Emrige Jumps value)
2. K Nomenthe hier & (Ds)