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TRUE COPY



General Sub Registrar
MAHARASHTRA
16 APR 2010
P. S. / N. 22

बंगला धार अखोडिखल भूगोलीय नक्शे मध्ये
भारत सरकार यांच्या अधीन, २०, मार्च,
बंगला (पुणे) शहर, २०, मार्च, २०१०.
दिनांक:
सर्व वी:
या नक्शे मध्ये अखोडिखल भूगोलीय नक्शे मध्ये

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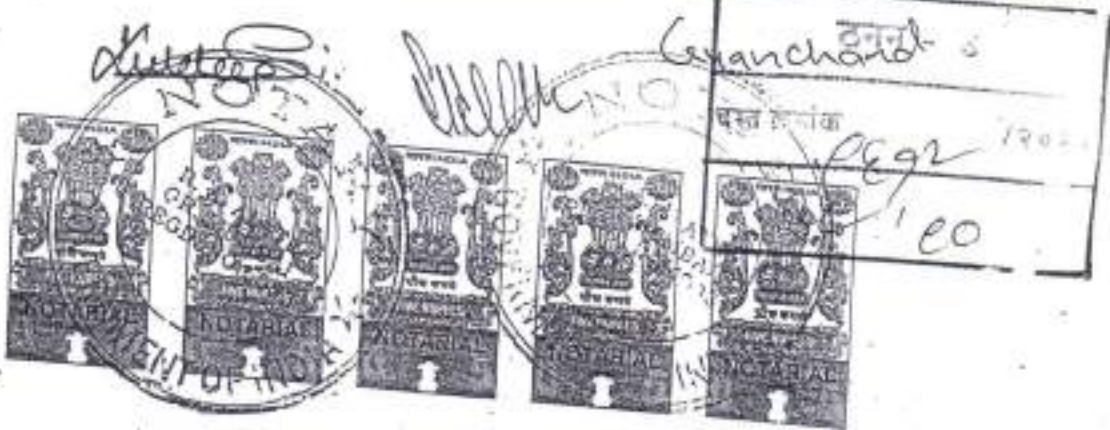
SHRI. L. S. BAMBLE



DEED OF CONVEYANCE



THIS DEED OF CONVEYANCE is made and entered at _____ on the 27th day of April 2010. BETWEEN SHRI. RAVINDRA LAXMAN BHOIR, SMT. YASHODA RAVINDRA BHOIR, SHRI. NITIN RAVINDRA BHOIR & SHRI. SACHIN RAVINDRA BHOIR AND MR. VIJAY GOVIND BHOIR, MR. MILIND VIJAY BHOIR, MR. RAHUL VIJAY BHOIR AND MRS. MANDAKINI VIJAY BHOIR, SHRI SURYAKANT MALJI BHOIR, SMT MANIBAI SURYAKANT BHOIR, SHRI NUTANKUMAR SURYAKANT BHOIR, SHRI AVINASH



SURYAKANT BHOIR, SHRI GANGADHAR MALJI BHOIR, SMT. SUSHILABAI GANGADHAR BHOIR, SHRI SHARAD GANGADHAR BHOIR AND SMT. BHAMINIBAI RAMNATH PATIL all through their power of attorney 1) MR. GYANCHAND K. JAIN, An adult, aged about 52 years and 2) MR. KULDEEP U. OSTWAL, Aged about 29 years, having office address at A- 1/2, New Shantiganga Apartment, 1st floor, in front of Bhayander Railway Station, Bhayander (E), Dist.-Thane, here in after called and referred to as "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof, include their heirs, executors, legal representatives and assigns) of the THE PARTY OF FIRST PART, AND M/S SPH AGRO FARMS AND ESTATE PVT. LTD. Through its Director SHRI SADANAND P. HAJARE, Aged about 51 years, An adult, having its registered office at 3rd floor, Sai Service, Western Express Highway, Andheri (E), Mumbai, hereinafter called and refereed as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof, include their heirs, executors, legal representatives and assigns) of THE PARTY OF SECOND PART, AND MR. GYANCHAND K. JAIN, An adult, aged about 52 years and 2) MR. KULDEEP U. OSTWAL, Aged about 29 years, having office address at A- 1/2, New Shantiganga Apartment, 1st floor, in front of Bhayander Railway Station, Bhayander (E), Dist.-Thane, here in after called and referred to as "THE CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof, include their heirs, executors, legal representatives and assigns) OF THE PARTY OF THIRD PART.

WHEREAS the party of First Part is seized and possessed of and/or well and sufficiently entitled to piece and parcel of land whose description is given as follows;

Survey No.	Hissa No.	Area (Sq. Meter)
110	1	10620
110	3	2630
110	4	2630
112	4	1320
25	3	4800

WHEREAS the above said property is lying, being and situated at Village-Ghodbander, Tal & Dist.- Thane, within the jurisdiction of Mira

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Bhayender Mahanagar Palika. The above said property for the sake of brevity hereinafter called and referred to as the "SAID PROPERTY"

AND WHEREAS the above said property was owned and belongs to SMT. LAXMIBAI LAXMAN BHOIR AND SMT GANGUBAI GOVIND BHOIR and their name was show in the revenue record.

AND WHEREAS after the death of above said SMT. LAXMIBAI LAXMAN BHOIR AND SMT GANGUBAI GOVIND BHOIR the name of their heirs i.e. MR. RAVINDRA LAXMAN BHOIR, SMT. YASHODA RAVINDRA BHOIR, MR. NITIN RAVINDRA BHOIR & SHRI SACHIN RAVINDRA BHOIR heirs of SMT. LAXMIBAI LAXMAN BHOIR and MR. VIJAY GOVIND BHOIR, MR. MILIND VIJAY BHOIR, MR. RAHUL VIJAY BHOIR AND MRS. MANDAKINI VIJAY BHOIR, the heirs of SMT GANGUBAI GOVIND BHOIR where succeed the said property by virtue of law of succession and become owner and holder of the said property.

AND WHEREAS the above said property was well and sufficiently entitled to and was in possession of the above said heirs of SMT. LAXMIBAI LAXMAN BHOIR AND SMT GANGUBAI GOVIND BHOIR.

AND WHEREAS by virtue of development agreement dated 7th day of March, 2006 duly registered with Registrar of Assurances under Registration No. TNN7- 01762 of 2006 dated 08/03/2006. The above said MR. RAVINDRA LAXMAN BHOIR & Ors and MR. VIJAY GOVIND BHOIR heirs of SMT. LAXMIBAI LAXMAN BHOIR AND SMT GANGUBAI GOVIND BHOIR. The vendors granted development right of the above said property in favour of the party of third part herein. AND WHEREAS since March, 2006 the party of third part herein is in use, occupation, possession and enjoyment of the said property being Development therein.

AND WHEREAS, in pursuance to the said Development Agreement dated 7th March 2006, the Vendors herein had also executed an Irrevocable General Power of Attorney dated 7th March 2006 registered in the office of Sub-Registrar Thane under Sr. No. TNN7-01762 in favour of the Confirming Party conferring upon them several powers inter alia power to assign the development rights of the said property to the person or persons of their choice.

AND WHEREAS, the Vendors hereby agree declare and confirm that they have already received the entire consideration of the said property from

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the Confirming Party under the Agreement dated 7th March 2006 executed by them in favour of the Confirming Party and further confirm that there is nothing due and payable to them by the Confirming Party in respect of the said Property.

AND WHEREAS, in the above facts and circumstances aforesaid, the Vendors and confirming party are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property. Out of legal necessity, the Vendors have agreed with the Purchaser for absolute sale of the said property as hereinafter appearing.

AND WHEREAS the Confirming Party hereby confirm that they have not assigned to any third party their right to sell the said property and their title to the said property is clear and marketable.

AND WHEREAS by virtue of this deed of conveyance the above said party of first part i.e. MR. RAVINDRA LAXMAN BHOIR & Ors and MR. VIJAY GOVIND BHOIR heirs of SMT. LAXMI BHOIR AND SMT. GANGUBAI GOVIND BHOIR the vendors herein and the Confirming Party have agreed to grant conveyance of the said property in favour of the party of second part herein on as is basis for a full and final consideration of Rs.1,50,00,000/- (Rupees One Crore Fifty Lacs Only)

AND WHEREAS the party of second part have agree to pay the said full and final consideration of Rs.1, 50,00,000/- (Rupees One Crore Fifty Lacs Only) at the time of execution of this deed of conveyance in their favour by the party of the first party.

AND WHEREAS all the parties to this deed have agreed to reduce the terms and conditions mutually agreed between them in writings and the same is as follows;

AND NOW THIS INDENTURE OF CONVEYANCE WITNESSETH

UNDER

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दस्ता क्रमांक १६४२
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1. The confirming party hereby declare and conform that the Vendor herein is and possessed of and / or well and sufficiently entitled to piece and parcel of land description is given as follows;

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Survey No.	Hissa No.	Area (Sq. Meter)
110	1	10620
110	3	2630
110	4	2630
112	4	1320
25	3	4800

The above said property is lying, being and situated at Village-Ghodbander, Tal & Dist- Thane, within the jurisdiction of Mira Bhayender Mahanagar Palika. The above said property for the sake of brevity hereinafter called and referred to as the "SAID PROPERTY". Which is more particularly described in the Schedule herein under written and shown in blue colour boundary line in the plan annexed here to.

1. That the vendor shall sell and convey the above said property and the purchaser shall purchase the said property and confirming party shall confirm such sell of the said property for the lump sum consideration amount of Rs.1, 50,00, 000/- (Rupees One Crore Fifty Lacs Only). The purchaser have agreed to pay the said consideration amount in following manner

- a) Rs. 25,00,000/- on or before the execution of these presents. The said payment will be made in following manner i.e. Rs. 10, 00, 000/- to MR. GYANCHAND K. JAIN and Rs. 15, 00,000/- to MR. KULDEEP U. OSTWAL. The party of first part have agreed to accept the said consideration amount as if they have been paid to them and agreed to execute the proper receipt thereof. the party of first part shall execute General Power Of Attorney granting all power in favour of party of the second part to enable them to approach to the authorities concerned for grant of NOC, Approval and other Sanction as is.
- b) Balance consideration of Rs. 1,25,00,000/- shall be paid by the party of second part to the party of first part within three month from the date of execution of this present on following manner.

- i) To Shri Kuldeep U. Ostwal by Cheque No 655679 dated 27.07.2010 for Rs. 25,00,000/- (Rupees Twenty Five Lacs Only) drawn on ICICI Bank Ltd. Goregaon (E) Branch, Mumbai.

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62160



- ii) To Gyanchand K.Jain by Cheque No 655680 dated 27.07.2010 for Rs. 1,00,00,000/- (Rupees One Crore Only) drawn on ICICI Bank Ltd. Goregaon (E) Branch, Mumbai.

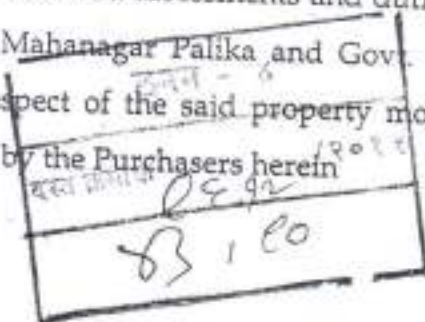
NOW, THEREFORE, in pursuance thereof and in consideration of the total purchase price of Rs. 1,50,00,000/- (Rupees One Crore Fifty lacs Only) paid to the confirming party (which include the payment paid by the confirming party to the vendor) by the purchasers the Vendors hereby do acknowledge and give full and complete discharge of the same to the purchasers, the vendors hereby sell, grant, convey, transfer and assure unto the purchasers, on as is basis all that piece or parcel of open plot of land with the messuages hereditaments and premises lying, being and situated at Village-Ghodbander, Tal & Dist.- Thane, within the jurisdiction of Mira Bhayender Mahanagar Palika the description of which is given as follows;

Survey No.	Hissa No.	Area (Sq. Meter)
110		10620
110	3	2630
110	4	2630
112	4	1320
25	3	4800



Together with all right, title and interest of the Vendors in the said property hereto and the claim and demand whatsoever of the vendor in the same AND TO HAVE AND TO HOLD the said property and all the right, title and interest therein hereby granted, sold, conveyed and transferred fully and absolutely unto the purchasers herein on as is where is basis expressed to be UNTO AND TO THE USE of the Purchasers FOR EVER as full and absolute owner thereof, subject, however to the payment of the rates, taxes and assessments and duties thereafter become payable to Mira Bhynder Mahanagar Palika and Govt. of Maharashtra and other local authorities in respect of the said property more fully described in the schedule annexed hereto by the Purchasers herein

Gyanchand Laxkesh;



GOVT. OF INDIA

AND VENDOR HEREIN HEREBY DO COVENANT with the purchasers herein that they, the Vendors have good absolute and marketable title and right to sell, grant, convey the said property, and the purchasers shall and may at all times hereafter peaceably and quietly enter upon, occupy, possess and enjoy the said property more fully described in the schedule annexed hereto and the rents and profits and usufruct thereof to and for their own use, benefit without any eviction, interruption, claim or demand whatsoever from the vendors or their predecessor-in-title and the vendors shall keep the purchasers absolutely acquitted and discharged of all such actions or objections.

AND THE VENDOR DO COVENANT FURTHER with the purchasers herein that the interest and title of the vendors in the afore said property more fully described in the schedule annexed hereto and which is hereby sold, conveyed, transferred and granted absolutely to the purchasers herein subsists in them and that they, the vendors, are fully and absolutely owners of the said part portion of the undisputed open plot of land more fully described in the schedule annexed hereto standing the piece and parcel of land admeasuring about 26302 sq. y and / or 22000 sq.mtrs carved out from the southern end of the said property mentioned herein above.

AND THE VENDERS herein hereby do covenant further with purchasers herein that the vendors will give their consent to any application that will be made by the purchasers herein for the entry of his name in the said property thereon in all maintained by the authorities concerned.

AND VENDERS hereby conveyed or any part thereof by from or under or in trust of the Vendors or their heirs, executors, administrators and assigns or any of them shall and will from time and at all times, hereafter at the request

Of the purchasers of and executes and caused to be done and executed all such acts, deeds, things conveyances and assurances, in the law whatsoever for the better and more perfectly and absolutely granting the said property hereby conveyed unto and to the use of the purchasers in the manner aforesaid as by the Purchasers their heirs, executors, administrators and assigns shall be reasonable required and VENDORS shall deliver the said part portion of the open land in favour of PURCHASERS or other person or persons entitled to covenant in this present content then upon delivery of such substituted

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covenant to the Purchasers or other person or persons as aforesaid the Vendors shall be absolved of this Covenant for production so far as it relate to the subject matter of such covenants and it is hereby agreed and declared and the party hereby confirmed that the Vendors have delivered to the Purchasers actual vacant possession of the said part portion of the open land.

THE SCHEDULE HEREINABOVE REFERRED TO

All that piece and parcel of land with structures standing thereon referred in the table which is as below

Survey No.	Hissa No.	Area (Sq. Meter)
110	1	10620
110	3	2630
110	4	2630
112	4	1320
25	3	4800

And bounded as under.
ON OR TOWARDS NORTH
ON OR TOWARDS SOUTH
ON OR TOWARDS EAST
ON OR TOWARDS WEST

IN WITNESS WHEREOF, the parties hereto have signed and subscribed their respective signatures and seals on the day and the year written hereinabove first.

SIGNED, SEALED AND DELIVERED
By the within named FIRST PART
SHRI. RAVINDRA LAXMAN BHOIR
SHRI. RAVINDRA LAXMAN BHOIR
SHRI NITINRAVINDRA BHOIR
SHRI SACHIN RAVINDRA BHOIR
SHRI VIJAY GOVIND BHOIR
SHRI MILIND VIJAY BHOIR

उत्तर - ४

दस्तावेज क्रमांक २२९८/२०१९

००/१००

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२२९८/२०१९

दस्तावेज क्रमांक २२९८/२०१९

००/१००

SHRI RAHUL VIJAY BHOIR)

SMT MANDAKINI VIJAY BHOIR)

SHRI SURYAKANT MALJI BHOIR)

SHRI MANIBAI SURYAKANT BHOIR)

SHRI NUTANKUMAR SURYAKANT BHOIR)

SHRI AVINASH SURYAKANT BHOIR)

SMT SUSHILABAI GANGADHAR BHOIR)

SHRI SHARAD GANGADHAR BHOIR)

SMT BHAMINIBAI RAMNATH PATIL)

All through their Power of Attorney

1) MR. GYANCHAND K. JAIN

2) MR. KULDEEP U. OSTWAL

In presence of

1

2

SIGNED, SEALED AND DELIVERED

By the within named SECOND PART

M/S SPH AGRO FARMS AND ESTATE PVT.LTD.)

Through its Director SHRI. SADANAND P. HAJARE

in presence of

1.

2.

SIGNED, SEALED AND DELIVERED

By the within named THIRD PART

1) MR. GYANCHAND K. JAIN

2) MR. KULDEEP U. OSTWAL

in presence of

1.

2.

CERTIFIED TRUE COPY
ATTESTED BY ME

R. A. ALATE B.S. D.L.B.
ADVOCATE & NOTARY
1/B-7, Dongre Sadan, Mohli Village,
Saki Naka, Mumbai - 72.

28/2/2010
S. B. MUSTARI
ADVOCATE & NOTARY
GOVT. OF INDIA
2 No B/4, Sai Dham Heg So.
Tusk Nagar Saki Naka
Mumbai-400 077

gyanchand pvt. l
Kuldeep S.

ST No 110/1, 110/3, 110/4, 112/4, 25/3 Village Godburda Dist. Thane
RECEIPT Against Payment-
 RECEIVED of and from within named the party of second part i.e
 M/S SPH AGRO FARMS AND ESTATE PVT.LTD through its Director SHRI.
 SADANAND P. HAJARE a sum of R. 1,50,00,000/- (Rupees One Crore Fifty Lacs
 Only) being the full and final consideration amount of the said property as per
 the clause No. 1 of this Agreement as per the following details:-

- 1) Shri Gyanchand K. Jain - RS. 10,00,000/- (Rupees Ten Lacs Only) vide
 cheque No. 655677 dated 27.04.2010 drawn on ICICI Bank Ltd., Mumbai.
- 2) Shri Kuldeep U. Ostwal RS. 15, 00,000/- (Rupees Fifteen Lacs Only) vide
 cheque No. 655676 dated 27.04.2010 drawn on ICICI Bank Ltd., Mumbai.
- 3) Shri Gyanchand K. Jain RS. ^{1,00,00,000} ~~10,00,00,000~~ (Rupees One Crore Only) vide
 cheque No. 655680 dated 27.07.2010 drawn on ICICI Bank Ltd., Mumbai.
- 4) Shri Kuldeep U. Ostwal RS. 25, 00,000/- (Rupees Twenty Five Lacs Only)
 vide cheque No. 690213 dated 09.07.2010 drawn on ICICI Bank Ltd.,
 Mumbai.

We say received RS. 50,00,000/- (Rupees
 One Crore Fifty Lacs Only)



Gyanchand
 1) MR. GYANCHAND K. JAIN
 Kuldeep S.
 2) MR. KULDEEP U. OSTWAL
 (CONSTITUTED ATTORNEY OF)
 (THE PARTY OF FIRST PART)

WITNESSES:-

1
 2

ठनन - ८
 दस्त प्रमाणिक ८८९८/२०११

ठनन - ८
 दस्त प्रमाणिक ८८९२/२०
 २०१०

