

12

Agreement Deed. 31/7/1995

पावती क्र.

नं. 3/9030/04

नोंदणी ३९ म.
Regn. 39 m

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक ३१/०१/९५

दस्तऐवजाचा प्रकार-

सादर करणाराचे नाव-

खालीलप्रमाणे फी मिळाली:-

- नोंदणी फी
- नक्कल फी (फोलियो)
- पृष्ठांकनाची नक्कल फी
- टपालबर्च
- नकला किंवा ज्ञापने (कलम ६४ ते ६७)
- शोध किंवा निरीक्षण
- दंड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलियो)
- इतर फी (भागील पानावरील) बाब क्र.

रकम १०००/-
 Mr. S. B. ...
 For Subhnan Ply Pvt. Ltd.

डि. जे. नवसरी ए. ए. शाह
 Director
 ५०००/-

३०/०१/९५
 ५००/-
 ५००/-

₹. 5100/-

FOR SUBHNNAN PLY PVT. LTD.

रकम ५१००/-

दस्तऐवज

नक्कल

Prepared for
 (1) ... पाठवली जाईल.
 (2) NOE ... या कायलात घेईल.
 (3) ... दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीला

३७/१/९५

TRUE COPY

सादरकर्ता

इतर फीची अनुसूची

1355676

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित तावा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या तकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दुय्यम निबंधक

दस्तावेज परत केला.

General Stamp Office
Bombay
PBIA917
0040

GOVERNMENT OF MAHARASHTRA
27.7.95
STAMP DUTY

MAHARASHTRA
भारत
INDIA
Rs. 1400.000
SPECIAL ADHESIVE
PBIA917

Rs. (14,00,000/-)
[Signature]
S. S. Pimpalwar
Proper Officer
General Stamp Office, Bombay.

बदल 3/9030
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* Naxshi L-shah

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4000
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सह दुर्ग निबंधक कुर्ला
हुंजूर जयनगर जिल्हा

अस्यार्थ

अस्यार्थ

अस्यार्थ

THIS INDENTURE made at Bombay this 3rd day of JULY One thousand Nine hundred and Ninety-five BETWEEN: (1) MR. A. MOHANDAS and (2) MR. A. DEVDAS, both of Bombay Indian Inhabitants, hereinafter referred to as "THE VENDORS" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and be deemed to include their respective heirs, executors and administrators) of the ONE PART; AND SUBH MEN PLY PRIVATE LIMITED, a private limited Company, incorporated and registered under the provisions of the Companies Act, 1956, and having its Registered Office at A-1302, ABHISHEK, Valiabhkhai Road, Vile Parle (West), Bombay-400 056, hereinafter referred to as "THE PURCHASER" (which expression shall, unless repugnant to the context or meaning thereof, mean and be deemed to include its successors and assigns) of the OTHER PART;

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WHEREAS:

- (i) By an Indenture of Conveyance dated 5th February 1979 and registered with the Sub-Registrar of Assurances at Bombay, under Serial No. S/294/79 and made between Elias Clement D'Souza therein referred to as the Vendor of the One Part and the Vendors herein therein referred to as the Purchasers of the Other Part, the said Elias Clement D'Souza sold, conveyed, transferred and assured unto the Vendors herein, all that piece or parcel of land or ground together with structure standing thereon, situate, lying and being at Village Mohili, Taluka Kuria, in the Registration District and Sub-District of Bombay City and Bombay

do

do

Suburban and bearing Survey No. 63, Hissa No. 1 (part) and City Survey No. 569 and admeasuring about 2299 square yards equivalent to 1922.3 square metres (hereinafter referred to as "the said property") and more particularly described in the Schedule thereunder written and the Schedule hereunder written for the consideration therein mentioned;

(ii) In the premises aforesaid, the Vendors are seized and possessed of or otherwise well and sufficiently entitled to the said property;

(iii) The said property is consisting of four structures and the said structures are ~~20~~ years old;

(iv) By a Memorandum of Understanding dated 14th February 1995 made and entered into between the Vendors and the Purchaser, the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors the said property at or for the lump sum price of Rs. 1,40,00,000/- (Rupees One Crore and Forty Lakhs only) free from all encumbrances on the terms and conditions therein contained;



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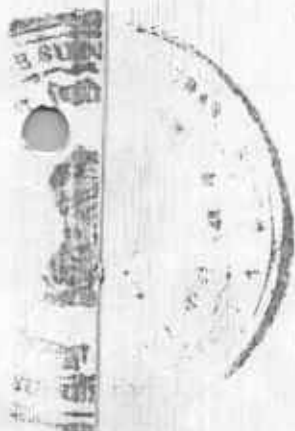


- (v) On the execution of the said Memorandum of Understanding dated 14th February 1995 the Purchaser has paid to the Vendors a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as an earnest money or deposit;
- (vi) The Appropriate Authority under Section 269 U.L.(3) of the Income Tax Act, 1961, by its order bearing No. AA/19950/95-96 dated 12th May 1995 granted its No Objection and permission to the Vendors for sale and transfer of the said property to the Purchaser. A xerox copy of the said Order is hereto annexed and marked as Annexure "A";
- (vii) The Purchaser has paid to the Vendors on or before the execution of these presents a sum of Rs. 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only) being the balance of the consideration price and the Vendors have put the Purchaser into vacant and peaceful possession of the said property;
- (viii) Now the Purchaser has requested the Vendors to execute this Indenture of Conveyance in its favour which the Vendors have agreed in the manner hereinafter appearing;

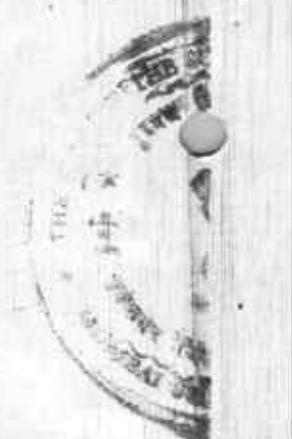
Annexure "A"

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) paid by the Purchaser to the Vendors on or before the 14th February 1995 as earnest money or deposit and a further sum of Rs. 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only) being the balance of the consideration price paid by the Purchaser to the Vendors on or before the execution of these presents, making together a sum of Rs. 1,40,00,000/- (Rupees One crore and forty lakhs only) being the full consideration price (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of every part thereof acquit, release and discharge the Purchaser for ever) THEY the Vendors do and each of them doth hereby grant, convey, release and assure unto the Purchaser for ever all that piece or parcel of land or ground together with structures standing thereon situate, lying and being at Village Mohili, Taluka Kuria, Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No. 63, Hissa No. 1 (part) and City Survey No. 509 and admeasuring about 2299 square yards equivalent to 1922.3 square metres (hereinafter referred to as "the said property") and more particularly described in the Schedule hereunder written TOGETHER WITH all and singular the houses, outhouses, ~~edifions~~ buildings, courts, yards, areas, compound sewers, ditches, fences, trees, drains, ways, paths, passages, common gullies, wells, water, water-courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances

four yards



whatsoever to the said property or any part thereof now or at any time hereto held, used, occupied or enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in equity of the Vendors in toout of or upon the said property or any part thereof TO HAVE AND TO HOLD ALL and SINGULAR the said property hereby granted, released, conveyed and/or intended to be expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the Purchaser forever SUBJECT to the payment of all rents, taxes, assessments, rates, now chargeable upon the same or hereafter become payable to the Municipal Corporation of Greater Bombay or Government of Maharashtra or any other Public Bdy or authority in respect thereof AND the Vendors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for them, made, done, committed or knowingly suffered to the contrary THEY the Vendors now have themselves good right, full power and absolute authority to grant, convey, transfer and assure the said property hereby granted, conveyed, transferred and assured or intended so to be unto and to the use



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of the Purchaser in the manner aforesaid AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold enter upon, occupy, possess and enjoy the said property hereby granted, conveyed, transferred and assured with their appurtenances and to receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or any of them or any person or persons lawfully or equitably claiming or to claim by from, under or in trust for the Vendors or any of them AND THAT freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendors well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendors or any other person or persons lawfully or equitably claiming or to claim by, from under or in trust for them or any of them AND FURTHER that the Vendors and all persons having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted, conveyed, transferred, assured or intended so to be unto or any part thereof, by, from, under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the request



da

and cost of the Purchaser do and execute and/or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting, conveying, transferring and assuring the said property and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser successor or successors, assigns or its counsel-in-law.

IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground together with structures standing thereon, situate, lying and being at Village Mohili, Taluka Kuria, with the Registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey No.63, Hissa No. 1 (part) and City Survey No.509, admeasuring about 2299 square yards equivalent to 1922.3 square metres and bounded as follows:-

On or towards the East by: Property bearing Survey
No. 36;

On or towards the West by: the Pipe Line;

103

On or towards the North by: Property bearing Survey
No. 35 and

On or towards the South by: the Plot bearing Survey
No. 63.

SIGNED SEALED AND DELIVERED)

by the withinnamed VENDORS)

(1) SHRI A. MOHANDAS and)

(2) SHRI A. DEVDAS,)

in the presence of. *M. S. Vijay*)

Amunnamdu

For self and on

behalf of Mr A. Devdas

RECEIVED the day and year first herein)

above written of and from the within)

named Purchaser a sum of Rupees One)

Crore and Thirty Lakhs only on or)

before the execution of these presents)

together with the sum of Rupees Ten)

Lakhs only received on or about 14th)

February 1995 as earnest money or)

deposit, makes in the aggregate the)

sum of Rupees One Crore and Forty)

Lakhs only being the full consideration)

money as withinmentioned to be by it)

paid to us.)

Rs. 1,40,00,000/-

WITNESSES:

M. S. Vijay

WE SAY RECEIVED.

Amunnamdu

*For self and in behalf
of Mr A. Devdas*
VENDORS.



DATED THIS DAY OF

MR. A. MOHANDAS & ANOTHER

TO

SUBH MEN PLY PRIVATE LIMITED

INDENTURE OF CONVEYANCE



A. A 17750 /Certs/95-96

Office of the
Appropriate Authority
(I. T. Deptt.) A Wing,
3rd Floor, Mittal Court,
Nariman Point, Bombay-400 021

Dated the 12 MAY 1995

Proceedings No.

... Appropriate Authority/Bom./ 17750/95-96

Name(s) of Transferor(s)

... Shri A. Mohandas and Shri A. Devdas Shrotri
No. 5/6, Abhishek Building, Vile Parle (West)
Bombay-400056.

Name(s) of Transferee(s)

... Sushron Ply Pvt. Ltd (Proposed)
A/302, Abhishek Building, Vile Parle Road,
Vile Parle (West), Bombay-400056.

Description & Location of
immovable property

... Land with structure at Village Mhili,
Taluka Kuria, Bombay.

Apparent consideration

... Rs. 1,40,00,000/-

Date of Agreement

... 14.2.1995

Date of Certificate

... 8 MAY 1995

CERTIFICATE UNDER SECTION 269 UD (3) OF THE IT. ACT 1961

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) has furnished to the Appropriate Authority on 17.2.1995

And whereas the Apparent consideration set forth in the said Form 37-I and in the agreement dated 14.2.1995 for the transfer of the said property is Rs. 1,40,00,000/-

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase of the Central Government of the said property.

Now therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the schedule appearing below by the said transferor to the transferee for an apparent consideration of Rs. 1,40,00,000/-

This no objection certificate is issued without prejudice to any income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

sd/-
(U.V. SHANMUGANATHAN)
Chief Engineer

sd/-
(JOGENDRA PALL)
Commissioner of
Income-Tax

sd/-
(G.P. SRIVASTAVA)
Commissioner of
Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

SCHEDULE

ALL THAT piece or parcel of land or ground together with structure standing thereon, situate lying and being in village Mohili, Taluka Kurla, within the Registration Sub-District and District Bombay City and Bombay Sub-District bearing survey No.63, Hissa No.1(part) and City Survey No.569 admeasuring about 2299 sq.yds equivalent to 1987 sq.metres or therabouts.

Authorised to issue on behalf of Appropriate Authority, Bombay.



B.D. RAO
 (B. D. RAO)
 Asstt. Commissioner of Income Tax,
 Deputy Commissioner of Income Tax,
 Appropriate Authority, Bombay.

(B. D. RAO)
 Asstt. Commissioner of Income Tax,
 Appropriate Authority, Bombay.

Copy to :

1. Transferor(s)
 2. Transferee(s)
 3. Guard-file
 4. The DI (Inv.) Survey Unit-1, Bombay under CIB Code No. 201.
 5. The Sub-Registrar of Assurances, Old Custom House, Bombay
- S.P.P. 10,000/4-94

श्री. जे. मोहनराव वसवर्ष - ५२. व्यापार
 वाणिज्य - ५०४ राजमार्ग विद्यानगरी
 मुंबई - २६ हे श्री. जे. मोहनराव
 मुख्यालय

श्री. जे. मोहनराव
 मुख्यालय

मुंबई

① श्री. सुधीर मेवा - चार्ड डायरी - २२ - वाणिज्य
 ७३ भायीया भुवन गोखले रोड दादर
 (५) मुंबई - २६

② श्री. हकीम अदनवाला - लोकरी सुभाष
 होळी गांधी राई आय. सी. भाळी
 मसरोवळी (५) मुंबई - १०३

श्री. जे. मोहनराव वसवर्ष
 मुख्यालय
 मुंबई

①
 ②

दिनांक

सह मुख्यालय
 मुंबई

संश्लेषी कर्मांक जपित भाषणा कायदा १९७६ चे कलम २७

अन्वये प्रतिकारक पत्र दिनांक

११/११/८०

Pr. ११/११/८०

सह. मुख्य निबंधक, कुर्ली
मुंबई उपनगर जिल्हा



११/११/८०
बुलाक क्रमांक ११ बॉरी व
नोंबदा.

दिनांक ११-११-८०

सह. मुख्य निबंधक, कुर्ली
मुंबई उपनगर जिल्हा

वी मिहोला
मी बाबला
बी हजवात घेतली

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सही प्रव

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सह. मुख्य निबंधक, कुर्ली,
मुंबई उपनगर जिल्हा.

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बी. ११/११/८० एच २६
बांना त्यांचे ता. ११-११-८०
अर्जांनुसार नकल दिली. ११/११/८०
दिनांक ११-११-८०

सह. मुख्य निबंधक, ४ बॉरी, मुंबई

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RS

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RUPEES

Original 2/10/11

(2) A. Devdas Part - 9 Alloys

55 492 3/9030/01

PT 230A 2) 500
PT 102 2) 500

50 16 014 / 3) I Sublet

A 2) 1) 50

A 3) 1) 50

Sublet

Part of Alloy
original tube verified

500 Resist

not attached
tube verified

9 014 20 014

10/11/11 20/03/11

Order for
Registration
by

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Cost of band

5/01/11 (3)

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w/ the structure