INDENTURE DEED

SHAMJI DAYABHAI VEERA & KAILAS SHAMJI VEERA TO RAMVALLAB RAMNARAN DATED : 19-04-1975

20 Rs.

THIS INDENTURE made at Bombay this 19 day of settl in the Christian Year One Thousand Nine Hundred and Seventy Five BETWEEN (1) SHAMJI DAYABHAI VEERA and both of BombayIndian (11) KAILAS SHAMI, VEERA. Inhabitants, residing at Kailash, 66, Ramkrishna Mission Marg, Khar, Bombay 400 052 (hereinafter called "the Obligors which expression shall, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their respective heirs, executors and adminiatrators) of the One Part AND MESSRS. RAMBALAB RAMNARAN a Partnership firm registered under and in accordance with the provisions of Indian Partnership Act 1932 and carrying on business at 312 Kalbadevi Road, Bombay 400 002 (hereinafter referred to as "the Obligee" which expression shall, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors in business and assigns) of the Other Part

<u>WHEREAS</u> the Obligors are two of the partners of Messrs. Veera Land Development Corporation, a partnership

IT EPID

.2.

- 6

13 APR 1978

firm registered under the Indian Partnership Act, 1932, and having its office at Veera Desai Road, Andheri, (West) Bombay (which said firm of Messrs. Veera Land Development Corporation is hereinafter referred to as "the said Firm")

.2.

AND WHEREAS by an Agreement for Sale dated the 30th day of September 1974 made by and between the said Firm of the One Part and one Satya Narayan Kabra of the Other Part, the said Firm agreed to sell and the said Satya Narayan Kabra agreed to purchase, inter alia, all that piece or parcel of land or ground situate lying and being at Village Oshivara Taluka Andheri in the Registration Sub-District and District of Bombay City and Bombay Suburban Hant in Greater Bombay bearing Survey No. 41 (part) Plot No. B-43 containing by admeasurment the area of 1,278 sq. yds. (equivalent to 1,068.41 sq. meters) and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said property") for the consideration and on the terms and conditions more



..3



(सत्यमेव जयते)

<u>হন্দ্রী</u> যুন্দ্রন্থ

TFBA

64)

INWO RUIPIEIES CALIFICATES INWO RUIPIEIES

edd 10 Stamped

Re. General Stamps Office, Pombay No. 1. Dated

8317 1 4 APR 1978

1613 10

..6

2RS

oo and al me BOMBAY 2 2/2 2/20/

IIs is encylide and to it asylide

Oblige not insisting upon the said Fi

particularly contained therein

.3.

AND WHEREAS by and under the said Agreement for Sale, it was, inter alia agreed that the said Firm shall procure that Byramjee Jeejeebhoy Private Limited, a company incorporated under the Indian Companies Act VII of 1913 and having its Registered Office at Ballard House, Second Floor, Mangalore Street, Bombay 400 001 (hereinafter referred to as "the Owner") which were the owners of the said property, shall execute a Conveyance in favour of the said Satya Narayan Kabra and or his nominee or nominees in respect of the property which is the subject matter of sale under the said Agreement for Sale or any part thereof

AND WHEREAS by a letter dated the 15 day of Mull 1977 addressed by the said Satya Narayan Kabra to the said Firm, the said Satya Narayan Kabra nominated the Obligee as purchaser of the said property ...4



A ..

AND whereas in the course of the treaty of the said sale, it was agreed by and between the said Firm, the Obligors the said Satya Narayan Kabra and the Obligee that the Obligors shall execute an indemnity in favour of the Obligde in consideration of the Obligee not insisting upon the said Firm being joined as a party to the Conveyance to be executed by the Owners in favour of the Obligee which the Obligors have agreed to do in the manner more particularly hereinafter appearing

13 and hawing its Registered

.4.

AND WHEREAS by a Deed of Conveyance bearing even date with and executed immediately prior to the execution of these presents and expressed to be made by and between the Owner of the First Part and the Obligee of the Second Part and lodged for registration with the Office of the Sub-Registrar of Assurances at Bombay at Serial No. of on the day of 1978, the Owners have conveyed the said property unto the Obligees for the consideration and on the terms and conditions more particularly contained therein

to Tassionus as

<u>AND WHEREAS</u> the Obligee has now called upon the Obligers to execute an indemnity in favour of the Obligee as agreed as aforesaid in the manner more particularly hereinafter appearing

NOW THIS INDENTURE WITNESSETH that, in

pursuance of the said Agreement and in consideration of the premises, the Obligors do and each of them doth for their respective heirs, executors and administrators hereby covenant with the Obligee that they, the Obligors shall and will, from time to time and at all times hereafter well and sufficiently indemnify and keep indemnified the Obligee and its successors in business and assigns and all persons deriving title from them or any of them of from and against all claims and or demands which or any other perso any partner of the said Firm may make into or upon or in respect of the said property more particularly described in the Schedule hereunder written or any part thereof and of from and against all actions and or proceedings which any person or persons may take against the Obligee in respect of any from such claim or demand as aforesaid and also of/and against all losses, damages, costs, charges and expenses which the Obligee may sustain or incur or have to pay as a result of or in consequence of any such claim demand action or other proceedings or otherwise whatsoever.

<u>IN WITNESS WHEREOF</u> the Obligors have hereunto set and subscribed their respective hands and seal the day and year first hereinabove written.



•5•

THE SCHEDULE ABOVE REFERRED TO:

.6.

ALL that piece or parcel of land or ground situate lying and being at Village Oshivara Taluha Andheri in the Registration Sub-District and District of Bombay City and Bombay Suburban in Greater Bombay bearing Survey No. 41 (part) plot No.B-48 containing by admeasurement the area of 1278 sq. yds (equivalent to 1,068.41 sq. meters) and bounded as follows:

On or towards the North by: 44'-0" wide road

On or towards the South by: by Plot No. B-45

On or towards the West by : 30'- 0" Wide Nalla

On or towards the East by : Part of Plot No B-42

SIGNED SEALED and DELIVERED by the

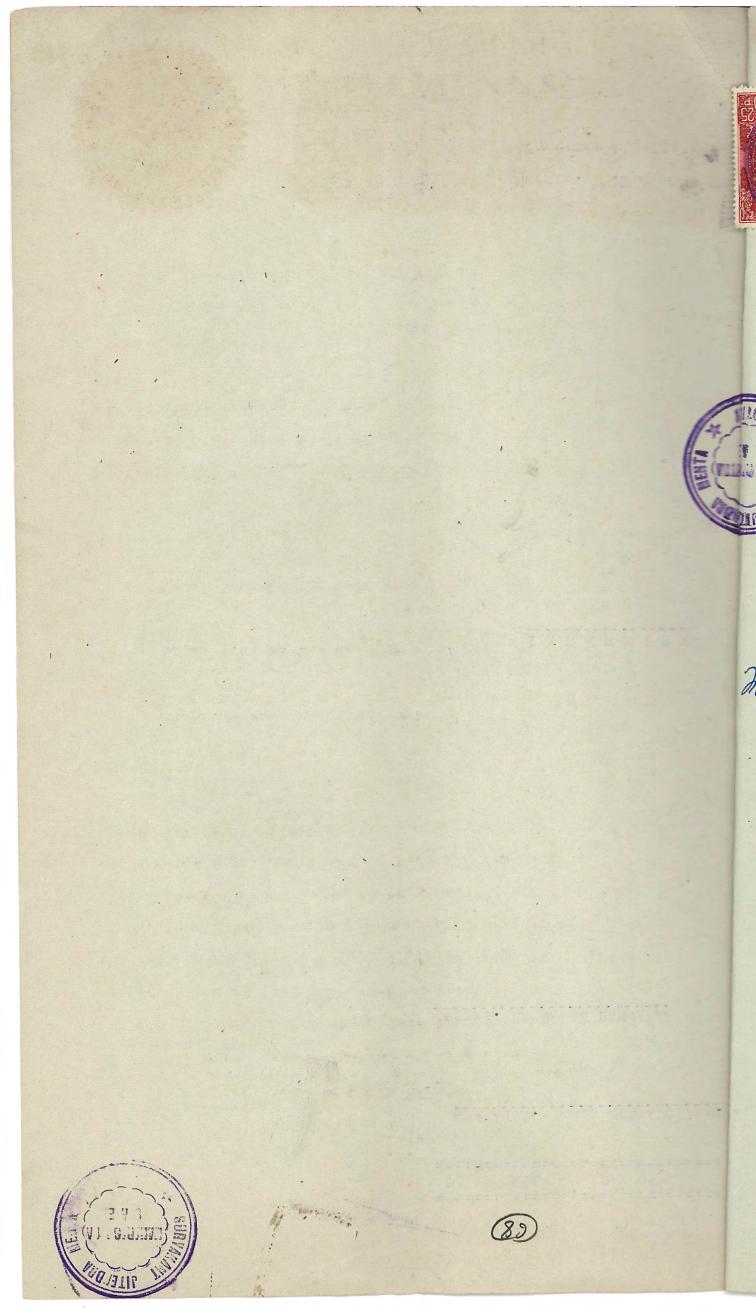
say (1) SHAMJI DAHYABHAI VEERA

in the presence of

withinnamed Obligors that is to)

(11) VEAILAS SHAMJIVEERA, Nove **Before me** J.g. ulerla 1914/78 Maharashtra State







DATED THIS 19 DAY OF April 1978

SHAMJI D. VEERA AND ANOTHER.

TO

Messrs. RAMBALAB RAMNARAN

INDEMNITY

Messrs. DHRU & COMPANY Advocates & Solicitors.