

(4)



ग्रन्थालय

संकेतन संस्कृत विभाग

(High Class
High Tech)

संकेतन विभाग का अधिकारी

विभाग
प्रभारी
विभाग

वास्तविकता प्रभारी

मार्ग करणारावे मार्ग-

वासीन्यांचे दो शिक्षकीय-

नोंदशी यी

वकाले यी (प्रोफेशनी)

पृष्ठांकनाची वकाले यी

ट्यूनियन

वकाला विवा जाहे (कलम १४ ते १७)

शोध विवा निरीश्वरा

दृष्ट—कलम २५ अनुग्रह

कलम ३४ अनुग्रह

प्राप्तिक वकाला (कलम ५०) (प्रोफेशनी)

दृष्ट यी (प्राप्तिक वकाला) वार यी

दमाएकता
वकालदमाएकता वकाल विभाग
वकाल विभाग

द्वारा निर्विकल्प

दमाएकता वकाल विभाग
वकाल विभाग

दमाएकता

३५२

दमाएकता वकाल विभाग
वकाल विभाग

द्वारा निर्विकल्प

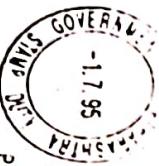
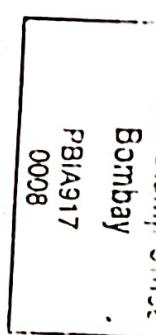
दमाएकता वकाल विभाग
वकाल विभाग

दमाएकता

३५२

CHAMBERS NO. 100
S. S. PINGULKAR
S. S. PINGULKAR & CO.
Advocates at Law
SANGHATAN
NOTARIES & NOTARY
REGISTRATION
General Court
Commercial Court
Mumbai - 400 021.

THIS INDENTURE made at Bombay this 11th day of July, in the Christian Year One Thousand Nine Hundred Ninety Five BETWEEN BRADY AND MORRIS ENGINEERING COMPANY LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Brady House, Veer Nariman Road, Bombay 400 023, hereinafter called "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successor/s in business and assigns) of the One Part; AND MESSRS HINDUSTAN APARREL INDUSTRIES, registered partnership firm registered under the provisions of Partnership Act, 1930 and having its office at A-1/433/434, Shah & Nahur Industrial Estate, Dhanraj Compund, Sitaram



8 0 0 0 0 0 0

Rs (8.00.00/-)
S. S. Pingulkar
Proper Officer
General Stamp Office, Bom!

Jadhav Marg, Lower Parel, Bombay 400 013, herein-after called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include partner or partners of the said firm for the time being survivor or survivors of them and the heirs executors and administrators of the last surviving partner and its assigns) of the Other Party,

W H E R E A S

- (a) The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to a piece and parcel of land or ground situate, lying and being at Senapati Bapat Marg, Lower Parel, Bombay 400 013

containing by admeasurement 4,362.90 sq.
mtrs. or thereabouts and more particularly
described in the First Schedule hereunder
written together with the structures standing
thereon and more particularly described in
the First Schedule hereunder written and
shown on the plan annexed hereto and thereon
surrounded by red colour boundary line.

(b) By an Agreement dated 29th April, 1993 made
between the Vendor, the Purchaser herein
therein called the Fourth Purchaser and (1)
M/s. The Shirt Company therein and herein-
after called the Second Purchaser, (2) M/s.
Tijarat Impex Pvt. Ltd. therein and hereinaf-
ter called the Third Purchaser and (3) NRK
Marketing Company Pvt. Ltd. therein and
hereinafter called the First Purchaser. (The
Purchaser herein, the Second Purchaser, the
Third Purchaser and the First Purchaser
herein after collectively referred to as the
Purchasers) the Vendor agreed to sell and the
Purchasers agreed to purchase a portion of
the said structure in the said property
including the proportionate common area as
more particularly Firstly Secondly, Thirdly
and Fourthly respectively described in the
Second Schedule thereunder written and
delineated on the plan thereto with the
name of each of the Purchasers therein.

Kew

At

- (c) In consideration thereof, each of the Purchaser agreed to pay in the manner therein mentioned, the following sums as and by way of purchase price aggregating to Rs.5,60,00,000/- (Rupees Five Crores Sixty Lacs) :-
- | | |
|---------------------------|------------------|
| (i) The First Purchaser | Rs.1,60,00,000/- |
| (ii) The Second Purchaser | Rs.2,40,00,000/- |
| (iii) The Third Purchaser | Rs. 80,00,000/- |
| (iv) The Fourth Purchaser | Rs. 80,00,000/- |
- (d) The Vendor and the Purchaser applied for and obtained the necessary permission from the Appropriate Authority under Section 269 UL (3) of the Income Tax Act on or about 4th day of July 1993. A copy of the said Certificate is hereto annexed and marked "B".
- (e) It has been decided by the parties herein that the Vendor herein will execute separate conveyances in respect 11.83% of the undivided share, right, title and interest in the said property in favour of the Purchaser herein, 23.66% in favour of First Purchaser, 11.83% in favour of Third Purchaser and 11.83% in favour of Fourth Purchasers.
- (f) The Purchaser herein has from time to time paid diverse sums aggregating to the

✓ ✓ (64)

full purchase price of Rs.80,00,000/-

(Rupees Eighty Lacs) payable as aforesaid by
the Purchaser to the Vendor.

(g) The Purchaser has requested the Vendor to
execute the Conveyance in their favour to
which the Vendor has agreed to do in the
manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in
pursuance of the said Agreement dated 29th April,
1993 and in consideration of the aggregate sum of
Rs.70,00,000/- paid by the Purchaser herein from
time to time to the Vendor which together with
the sum of Rs.10,00,000/- paid as and by way of
earnest or deposit on 19th April, 1993 making
together the sum of Rs.80,00,000/- (Rupees Eighty
Lacs only) payable by the Purchaser to the Vendor
(the payment and receipt whereof the Vendor doth
hereby admit and acknowledge and of and from the
said and every part thereof do and each of them
doth hereby forever acquit, release and discharge
the Purchaser) the Vendor doth hereby grant,
convey, sell, assign, transfer and assure unto the
Purchaser herein 11.83% undivided right, title and
interest in the property situate lying and being at
Senapati Bapat Marg, Lower Parel, Bombay 400 013
containing by admeasurement 4,362.90 sq.mtrs. or
thereabouts and more particularly described in
the First Schedule hereunder written and shown on
the plan hereto annexed and thereon surrounded by

✓ ✓ ✓ ✓ ✓

(G) (b) (4)(B)
and enclosed boundary line together with the flight
to within P.M. (maximum of passengers) of 8,000
sq. ft. (approx. 400 sq. meters) (the said 11,828
sq. ft. approx. 1,100 sq. meters) in the said
enclosed flights little and interest in the said
proprietor and the right to within 5,000 sq. ft.
(maximum of passengers) of 8,000 sq. ft. to further
interest referred to as "the said premises" and all
rights reserved in the said premises to the said
proprietor & 11,828 sq. meters above in respect
of business, trade, profit, income, compensation, revenue,
affiliation, franchise, license, distribution, export, import,
manufacture, production, sale, delivery, storage, market
operations, exhibition, advertisement, representation,
representation, distribution, exhibition, representation
and representation whichsoever be the said proprietors
and their agents or servants belonging or in anywise
pertaining to or with the said or said part
thereof and at any time hereinafter usually
hereby called, registered or registered Company or
proprietor or known as part of another named or
known as the Tandur Company and also any
subsidiary or firm or the benefit of the Company for
protection and safety of said deeds contained in the
Instrument of Conveyance dated 15th day of May, 1926
made between Engine Drawing and Manufacturing Co.
herein called the Tandur Company and the Vendor
herein also called Bandy Engineering Co. Ltd. of
the other party and registered with the Sub
Registrar of Instruments at Bombay under No. 2551 of
Book No. 1 in respect of the deeds and documents

100 P.M.

Deed of Assignment
of Leasehold Interest

I, the undersigned, do hereby declare that I am the owner of the property described below, and that I do hereby assign and transfer all my right, title, interest, use, possession, property, possession, benefit, claim and demand whatsoever at law and in equity of the Vendor later, and of or upon the said premises or any part thereof to the extent of 11.83% therein Excepting and Reserving unto the Vendor, its successors and assigns at all times hereafter and to the exclusion of the Purchaser, the F.S.I. Building of garage(s) in excess of 3,000 sq. ft. (approx. 300 sq. mtrs.) and Excepting and Reserving the right to construct any building or buildings, structures or fixtures utilizing such F.S.I. excepted and reserved by the Vendor as aforesaid granted and further attendant rights, advantages and benefits arising therefrom TO HAVE AND TO HOLD all and singular the said premises heretofore granted released, occupied and enjoyed and intended or supposed to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the Purchaser forever as tenanted above SUBJECT to the payment of all rents, rates, taxes, assessments, dues and charges now chargeable upon the same or hereafter to become payable to the Government or any authority or any other public body in respect thereof and THE Vendor will warrant for the successors and assigns herein with the Purchaser that notwithstanding any act, deed, letter or thing whatsoever by the Vendor or by any person or

persons lawfully or equitably claiming by or from, through under or in trust for the Vendor made, done, committed, omitted or willingly suffered to the contrary the Vendor now hath in itself good right, full power and absolute authority to grant, release, convey, and assure the said premises hereby granted, released, conveyed or assured or intended so to be unto and to the use of the Purchaser in 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, have occupy, possess and enjoy the said premises hereby granted with their appurtenances and 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 Vendor or from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor 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 Vendor or by any other person or

time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser, its successors and assigns produce or cause to be produced unto them or their Attorneys or Agents or at any trial, hearing, commission or examination or otherwise as occasion shall require the hereinbefore recited Indenture of Conveyance dated 15th day of May, 1946 between the said Empire Dyeing & Manufacturing Co. Ltd. and the Vendor (hereinafter referred to as "the said Title Deed") for the purpose of showing the Purchaser's title to the said premises hereby granted, conveyd, assured or expressed so to be or any part thereof and also that the like requests and costs deliver or cause to be delivered unto the Purchaser, its successors and assigns such attested or copies or extracts or extracts from the said Title Deed as they may require and shall and will in the meantime unless prevented as aforesaid keep the said Title Deed safe and unobiterated and uncancelled. Provided Always and it is hereby agreed and declared that in case the Vendor, its successors and assigns shall deliver the said Title Deed to any future purchaser or purchasers the remaining undivided share retained by the Vendor in the said property or any part thereof to which the said Title Deed relates or to any other person or persons for the time being entitled to the custody of the said Title Deed and shall thereupon as its own costs,

charges and expenses procure such purchaser or
 purchasers, person or persons to enter into a
 Covenant with the Purchaser, its successors and
 assigns similar in all respects to the covenant
 hereinbefore thereupon the covenant hereinbefore
 contained shall cease and become void.

IN WITNESS WHEREOF, the Common Seal of
 the Vendor was pursuant to the Resolution of its
 Board of Directors passed on the 23rd day of May,
 1995 hereunto affixed the day and the year first
 hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land partly
 redeemed Foras tenure containing by admeasurement
 5270 sq.yds or thereabout equivalent approximately
 4406.24 sq.mtrs. and according to the Records of
 the Bombay City Survey and Land Records admeasuring
 4362.90 sq.mtrs. situate on Tulsi Pipe Road, Off.
 Fergusson Road, Parel, in the City of Bombay
 bearing C.S.No.1/447 of Lower Parel Division and
 bounded as follows, that is to say :-

- On or towards the East : by Senapati Bapat Marg.
- On or towards the North: by C. S. No.249,
- On or towards the West : by C. S. No.447,
- On or towards the South: by C. S. No.249.

THE SECOND SCHEDULE ABOVE REFERRED TO:

The area aggregating to 5,000 sq.ft.
 (approx.) being Unit No.4 comprising of ground floor
 on stilt, first floor, second floor and third floor
 and also a free of F.B.I. basement admeasuring
 approx. 2,800 sq.ft. shown on the plan and thereon
 marked HINDUSTAN APPAREL INDUSTRIES and demarcated
 by red colour boundary line.

COMMON SEAL OF BRADY AND MORRIS)
 ENGINEERING COMPANY LIMITED,)
 Is hereunto affixed pursuant to)
 the resolution passed in the meeting)
 of Board of Directors held on 23rd)
 day of May 1995 in presence)
 Director, Mr. K. L. Kapur,)
 Director, Mr. A. Hariani and)
 Chief Executive Mr. M. L. Bhartia)
 In the presence of Mr. M. N. D.)
 2) M. N. D.
M. N. D.

FOR BRADY & MORRIS ENGINEERING COMPANY LTD
 Director
 M. N. D.

RECEIVED from time to time of and)
 from the HINDUSTAN APARREL INDUSTRIES)
 the sum of Rs.70,00,000/- (Rupees)
 Seventy Lacs only) which together)
 the sum of Rs.10,00,000/-)
 (Rupees Ten Lacs only) received on)
 29th April, 1993 makes together)
 the sum of Rs.80,00,000/- (Rupees)
 Eighty Lacs only) being the full)
 consideration money within expressed)
 to be by the said HINDUSTAN APARREL)
 INDUSTRIES paid to us.)Rs.80,00,000/-

WITNESSES:

WE SAY RECEIVED

1. M&P

FOR BRADY & MORRIS ENGG. CO. LTD.

2. M. NARDE

K. C. K. Director

Directed.

VENDOR

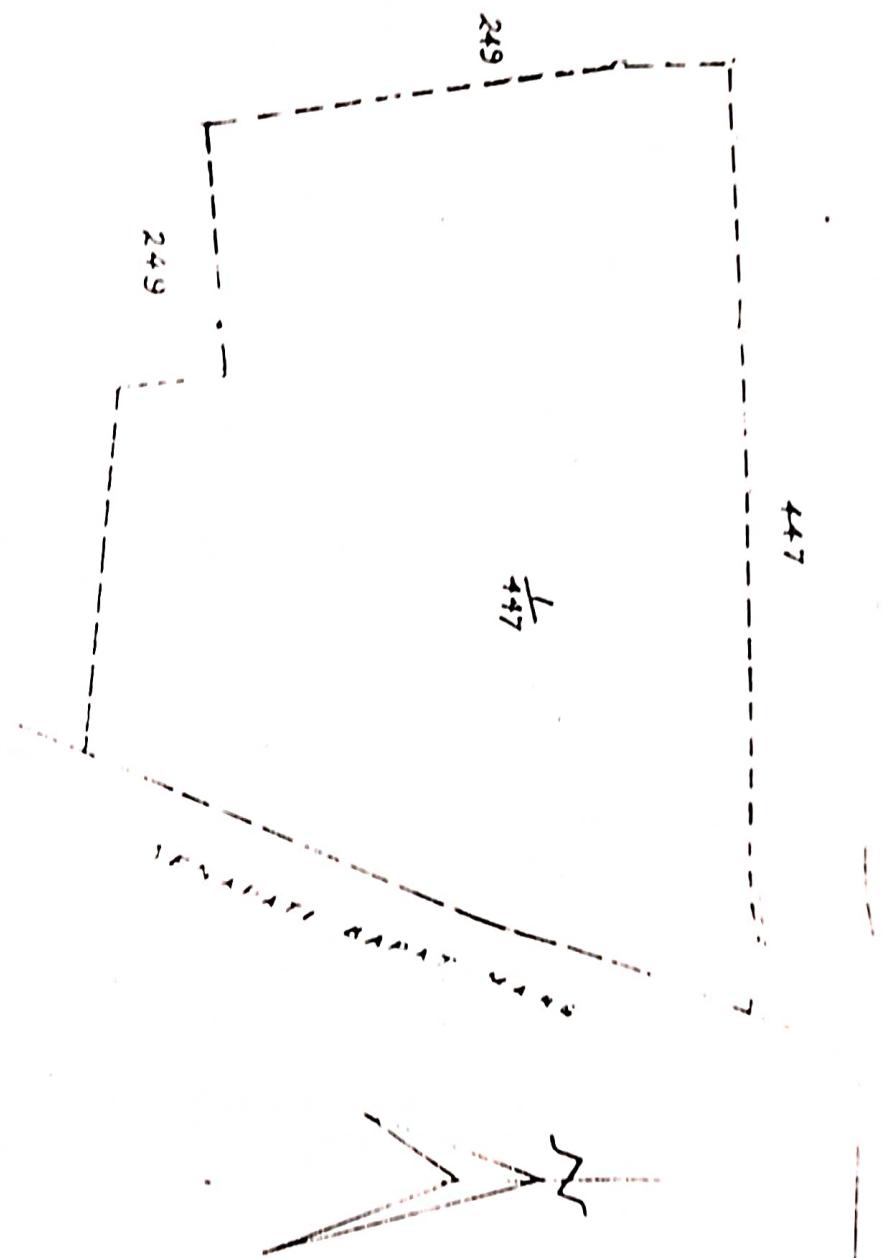
SCALE - 1 INCH = 5 MRS
Dated - 10 - 6 - 1995.

PLAN OF PROPERTY BEARING C.T.S.

NO. 1/447 OF LOWER PARCEL DIVISION,

SITUATED ON SENAKATI, KARAT MARG, LOWER PARCEL.

BOMBAY, ADMEASURING 436.90 SQ. M.



No. 11691/11691/93-94



Office of the
Appropriate Authority,
11, T. M. Road, Colaba,
Mumbai 400 001, Maharashtra
Dated the 4th June, 1993.

Proceedings No.

Name(s) of Transferee(s)

Name(s) of Transfer(s)

Description & Location of Immovable property

Apparent Consideration

Appropriate Authority/Name/Case No./11691/93-94
Brady & Morris Engineering Co. Ltd.,
Brady House,
Veer Vilasnagar,
Mumbai 400 023.

(1) MRK Marketing Co. Pvt. Ltd.,
(2) The Shirt Company, (3) Tijarat Indus
Pvt. Ltd. and (4) Hindustan Apparel -
Industries, C/o. Link House, Kamla Mills
Compound, Banopati-Bapati Plaza, Lower Parel,
Mumbai 400 012.

Structures to be retained and constructed
adm. 35,000 sq.ft. out of all structures
on piece of land area. 4302 sq.
metre. lying and being at Banopati Bapati
Plaza, Lower Parel, Mumbai 400 012.

Rs.5,00,00,000/-

20.4.1993

4.6.1993

CERTIFICATE UNDER SECTION 269 UL (J) OF THE L.T. ACT, 1981.

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 Transferee(s) and by/on behalf of the Transferor(s) was submitted to the Appropriate Authority on 30.4.1993.

And whereas the apparent consideration set forth in the said Form 37-I and in the agreement dated 29.4.1993 for the transfer of the said property is Rs.5,00,00,000/-.

And whereas the Appropriate Authority has no objection on order u/s. 269(III)(ii) for the purchase by 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 annexed below by the said transferee to the said transferor for an apparent consideration of Rs. 5,00,00,000/-.

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

50/-
(S. C. PRASAD)
Joint Income

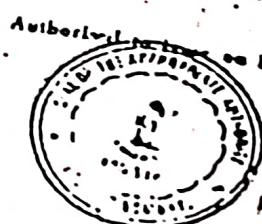
50/-
(S. K. HSNS)
Commissioner of
Income-Tax.

50/-
(C. I. DUTT, I.)
Commissioner of
Income-Tax.

MANAGER, APPROPRIATE AUTHORITY, MUMBAI.

SCHEDULE

- Firstly: The areas aggregating to 10,000 sq. ft., comprising 7,235.65 sq. ft. on the Ground Floor and 2,764 sq. ft. on the mezzanine floor as shown on the plan and marked H.H.K. and proportionate areas of 323 sq. ft. on the passage.
- Secondly: The area aggregateing to 15,000 sq. ft., comprising 11,766.45 sq. ft. on the Ground Floor, 2,504 sq. ft. on the mezzanine floor as shown on the plan and the proportionate area of 487 sq. ft. on the shirt and the proportionate area of 187 sq. ft. on the passage.
- Thirdly: The area aggregating to 5,000 sq. ft., comprising 3,750 sq. ft. on the Ground Floor as shown on the plan and marked Tijarat and proportionate area of 162.5 sq. ft. on the passage.
- Fourthly: The areas aggregating to 5,000 sq. ft., comprising 3,750 sq. ft. on the Ground Floor as shown on the plan and marked Tijarat and proportionate area of 162.5 sq. ft. on the passage.

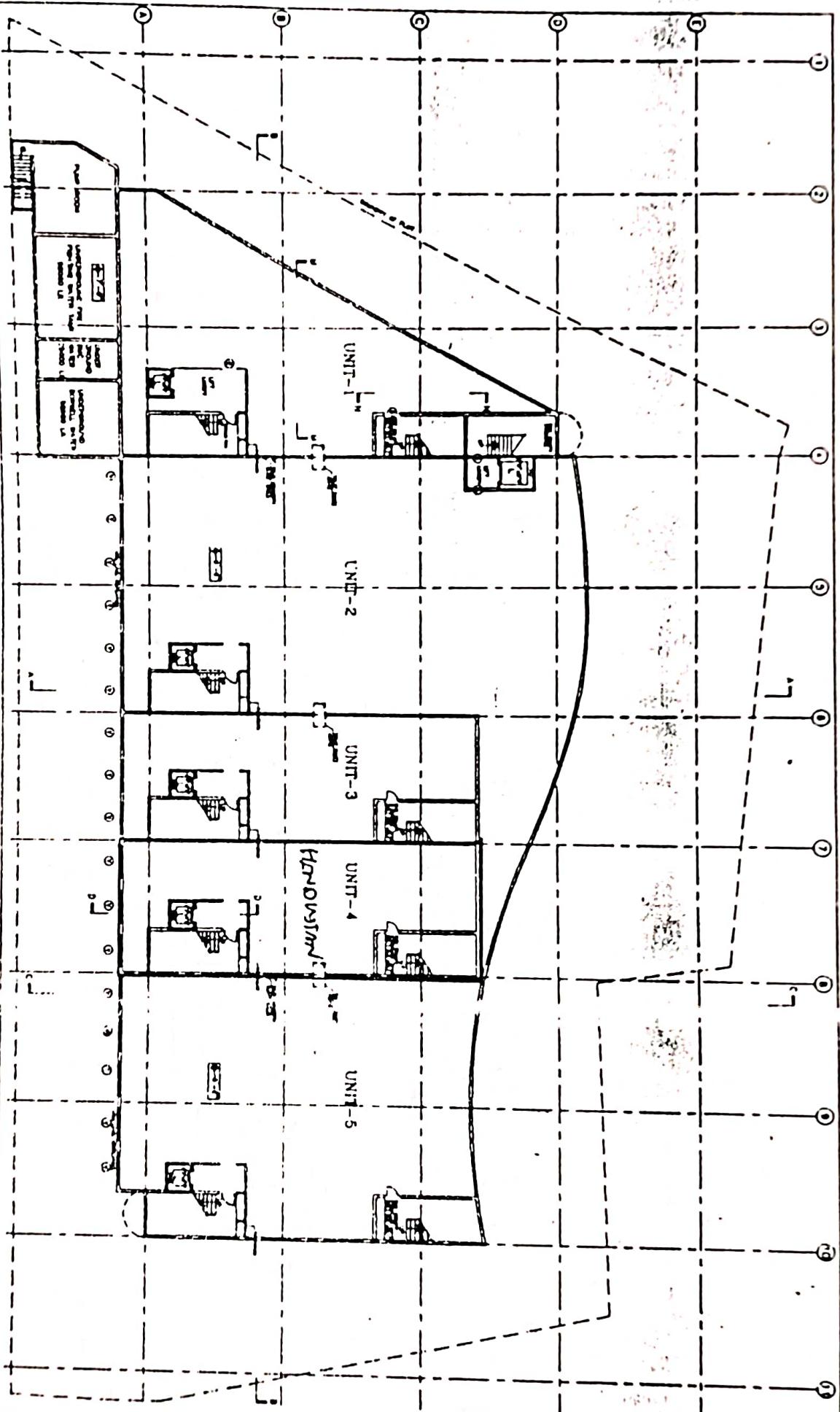


(14.1.1971)
DRAVATH KULANT
Deputy Commissioner of Income-tax
Appropriate Authority, Mumbai.

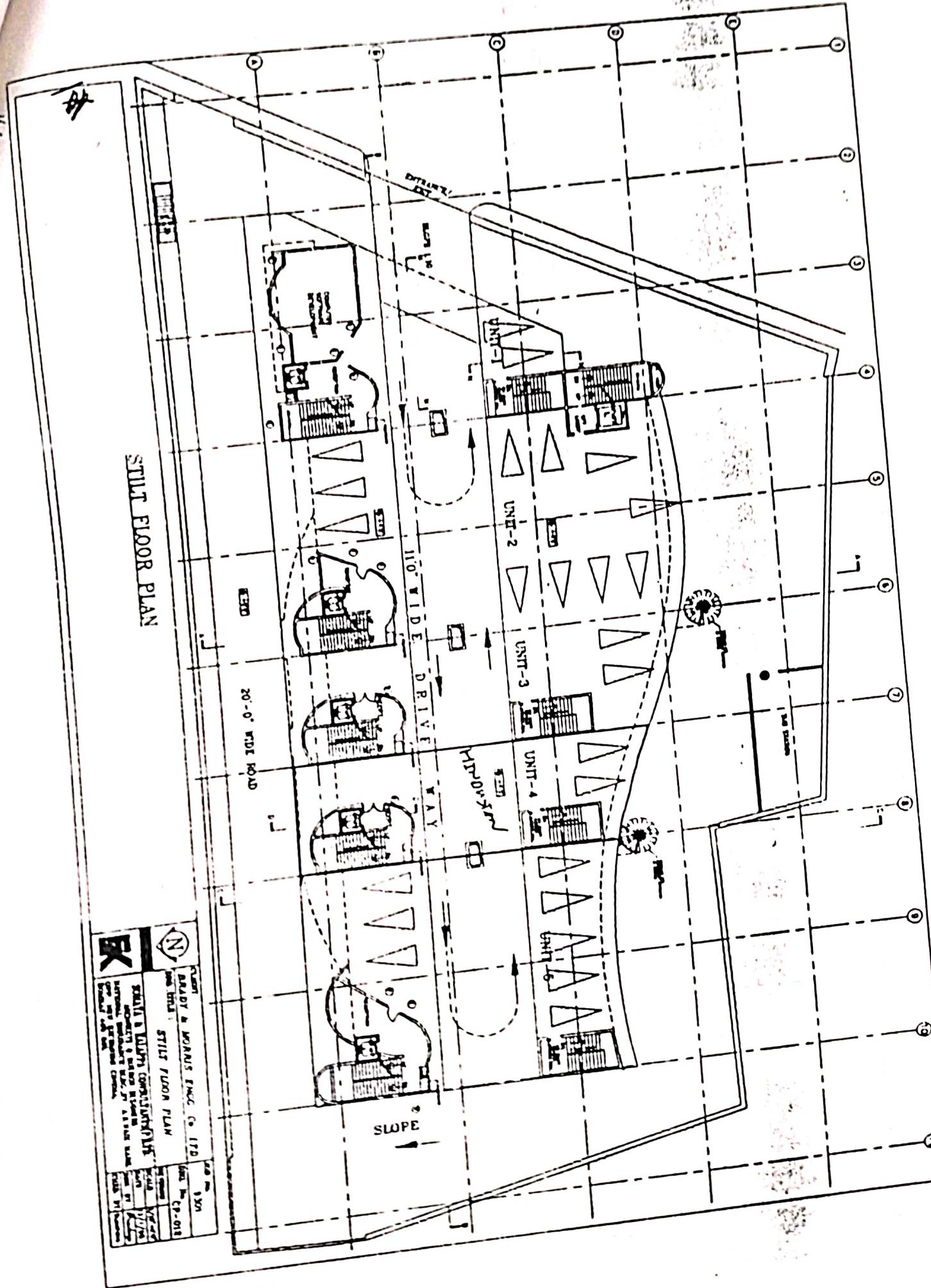
Copy to:

1. Transferee(s).
2. Transferee(s).

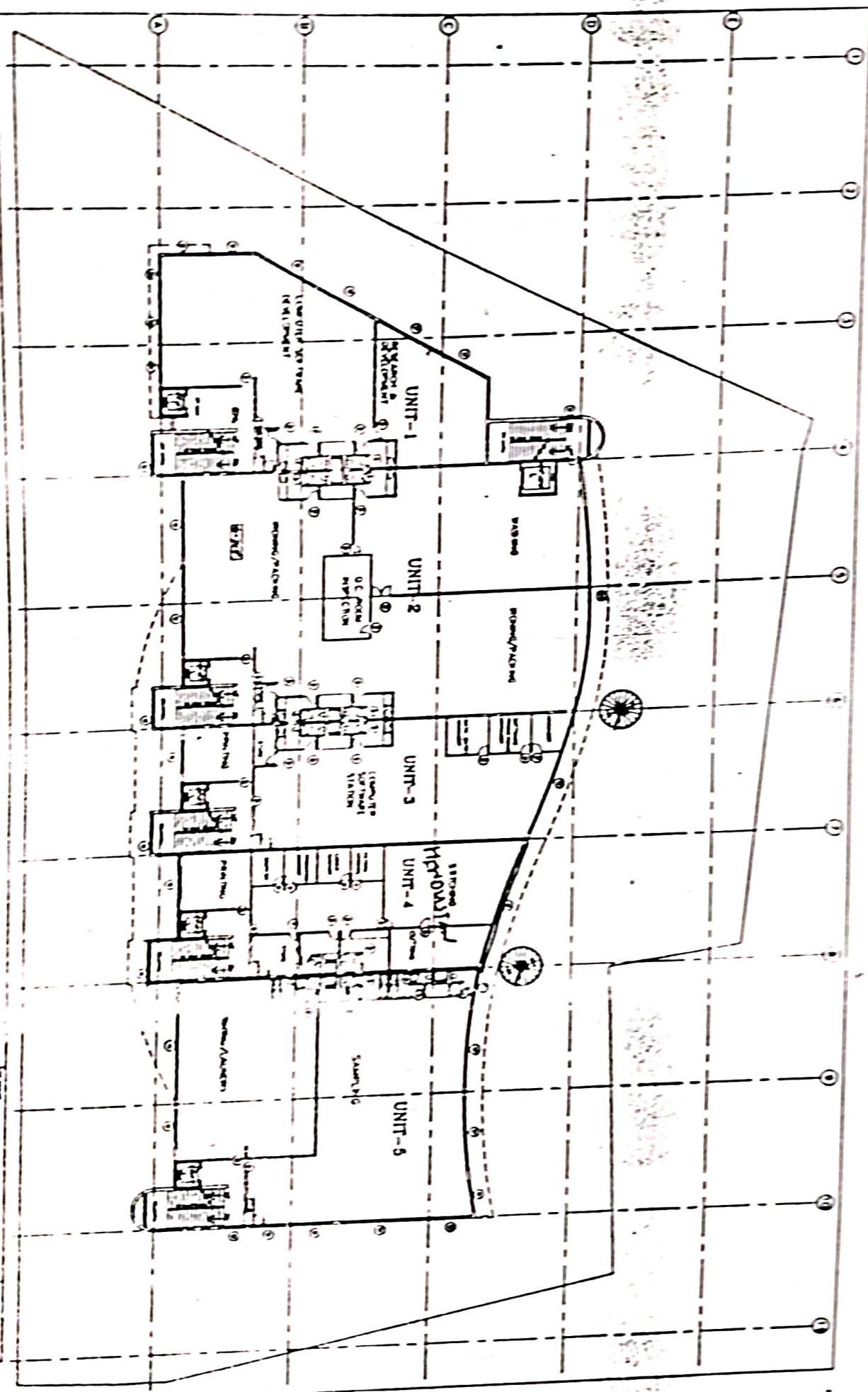
BASEMENT FLOOR PLAN



| | |
|------------------------|----------|
| READY & SONS INC. LTD. | 1950 |
| BASEMENT FLOOR PLAN | CH-01 |
| REDACTED | REDACTED |
| REDACTED | REDACTED |
| REDACTED | REDACTED |

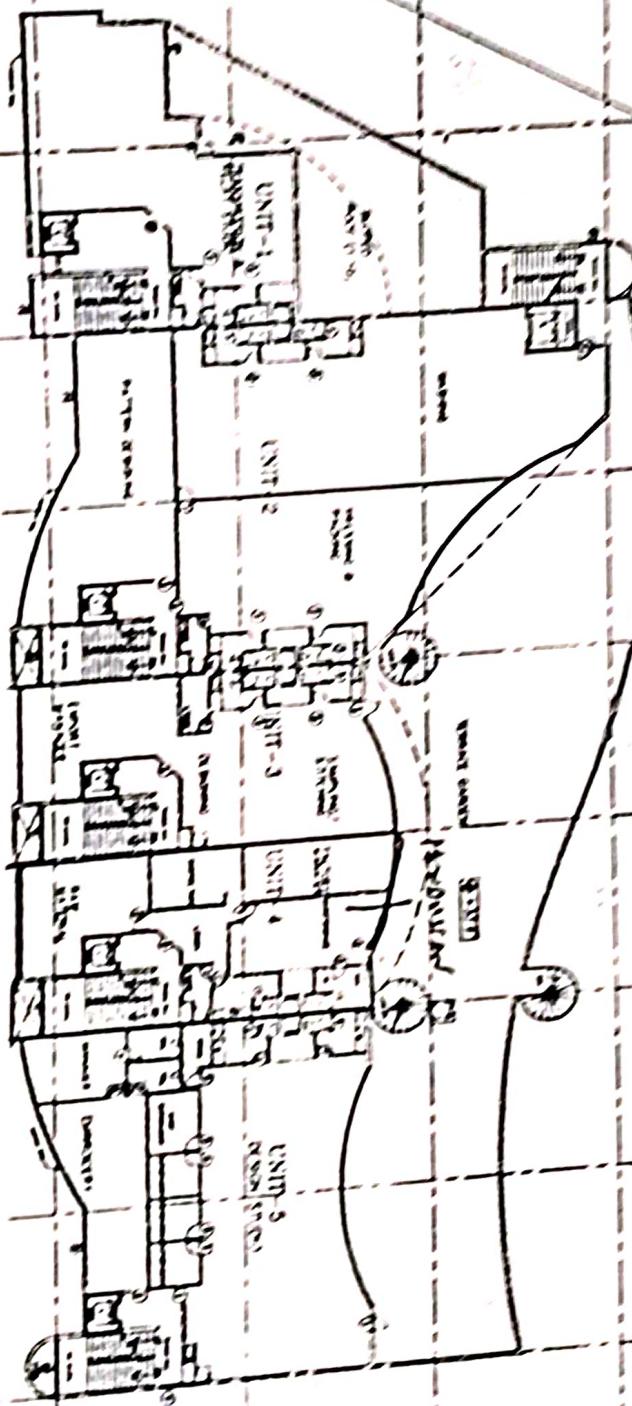
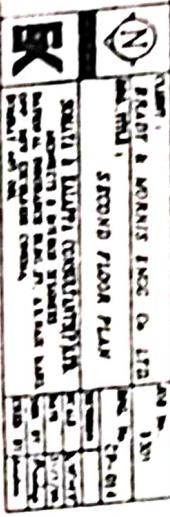


FIRST FLOOR PLAN



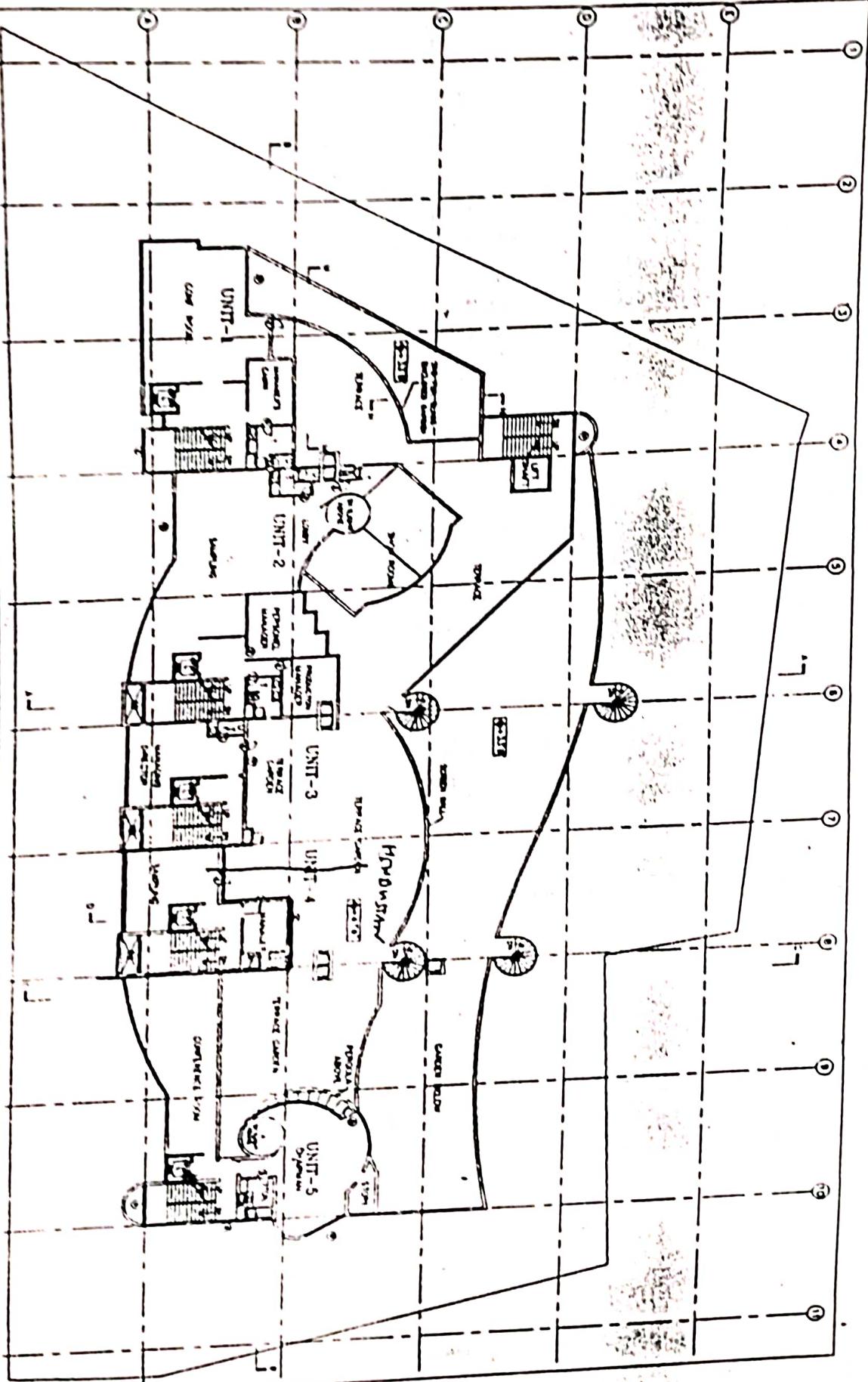
| | |
|------------------------------|----------------|
| ADVISORY & WORKERS TRUST LTD | REGD. NO. 1170 |
| REGD. NO. 1170 | REGD. NO. 1170 |
| REGD. NO. 1170 | REGD. NO. 1170 |
| REGD. NO. 1170 | REGD. NO. 1170 |
| REGD. NO. 1170 | REGD. NO. 1170 |

SECOND FLOOR PLAN



THIRD FLOOR PLAN

| DRAWN BY | | DATE | |
|---------------------------------|--------|----------|--------|
| DRAUGHTS & WORKS ENGG. CO. LTD. | | 03/09/00 | 07-03 |
| THIRD FLOOR PLAN | | | |
| UNIT-1 | UNIT-2 | UNIT-3 | UNIT-4 |
| UNIT-5 | | | |



DATED THIS 11th DAY OF July 1995

MESSRS. BRADY AND MORRIS
ENGINEERING COMPANY LIMITED
. THE VENDOR

AND

HINDUSTAN APPAREL INDUSTRIES.
. THE PURCHASER

DEED OF CONVEYANCE

LOT NO. 12 REGISTERED UNDER
S. N. 125225 DATE 10.6.1995.
CITY OF MUMBAI & STATE OF
MAHARASHTRA.

M/s. Shah & Sanghavi,
Advocates, Solicitors & Notary,
114-A, Mittal Court, 11th floor,
Nariman Point,
Bombay 400 021.

A:8213.B (50/95)
zag/vm

Affidavit to be produced before the registering authority by the transferee for transfer of land with building within an Urban Agglomeration as defined under the Urban Land (Ceiling & Regulation) Act, 1976.

I, the M/s. HINDUSTAN APPAREL INDUSTRIES, a registered partnership firm registered under the provision of Partnership Act, 1930 and having its office at A1433/121, Shah & Nahur Industrial Estate, Shah & Nahur Compound, Sitaran Jadau Marg, Lower Parel, Mumbai 400 013, do hereby solemnly affirm and declare as under :

S. M. S.

2. The Company has proposed to obtain the land with building with a dwelling unit thereon specified in Item No.1 (1) of the Affidavit filed by the Transferor which is the same as set out in the schedule hereunder written.
3. Even after the proposed transfer of the lands, the total of land and/or land with building ceiling limit, if we own vacant land in excess of the ceiling limit before and/or after the transfer of the lands and we shall file the statement under sub-section (1) of section 6 or section 15 (as the case may be) of the Act before the competent authority within the time prescribed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

First form

all that paper and glass at hand parts,
including broken plates, containing the information
thereon, and in the usual registered envelope marked
1000, it will be sent to the Office of
the Sheriff, Pine Grove and land records concerning
1900, or since, situated on Piney Ridge Road, off
Buckhorn Road, Piney, in the City of Buckey
County, State of Pennsylvania, and
transcribed in full, that is to say, etc.

The 2nd Name of the Bank is Farmers Bank New

The 2nd Name of the Bank by C. S. No. 288.

The 2nd Name of the Bank by C. S. No. 289.

The 2nd Name of the Bank by C. S. No. 290.

Franklin, Ohio and addressed by

the addressee,

ATTORNEY OF RECORD, FORTRESS

IN THE CITY OF

THE STATE OF OHIO
FOR UNPAID TAXES
RECEIVED

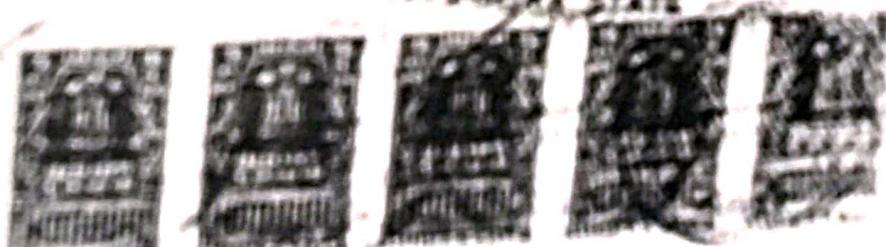
BY THE ATTORNEY FOR THE PEOPLE

FOR UNPAID TAXES RECEIVED

Sherman

RECEIVED NOV 11 1971
U. S. POSTAL SERVICE

POSTAGE PAID



NAMPP= 4346-89-17,000.

SCHEDULE E
(BY SECTION 19A)

To,

THE ASSESSOR AND COLLECTOR, MUNICIPAL CORPORATION OF GREATER MOMBASA.

Brady..... AND MORRIS, LUGGINS & BURKE, ATTORNEYS FOR THE VENDORS, AS REQUIRED BY SECTION 19A OF THE MUNICIPAL CORPORATION OF GREATER MOMBASA.

Act, of the following number of property:

| Date of Notice | Name of Purchaser or Assignee | Name of Purchaser in Foreign Country | Description of Land in Foreign Country | Description of the Property | Remarks |
|----------------|-------------------------------|--------------------------------------|--|--|--|
| | | | | C. 10. NDC 225 C. 10. NDC 227 C. 10. NDC 228 | Plot 28/288 Titled to C. 10. NDC 225 Plot 28/289 Titled to C. 10. NDC 227 Plot 28/290 Titled to C. 10. NDC 228 |
| | | | | | Plot 28/291 Titled to C. 10. NDC 229 Plot 28/292 Titled to C. 10. NDC 230 |
| | | | | | Plot 28/293 Titled to C. 10. NDC 231 |
| | | | | | Plot 28/294 Titled to C. 10. NDC 232 |
| | | | | | Plot 28/295 Titled to C. 10. NDC 233 |
| | | | | | Plot 28/296 Titled to C. 10. NDC 234 |
| | | | | | Plot 28/297 Titled to C. 10. NDC 235 |
| | | | | | Plot 28/298 Titled to C. 10. NDC 236 |
| | | | | | Plot 28/299 Titled to C. 10. NDC 237 |
| | | | | | Plot 28/300 Titled to C. 10. NDC 238 |
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FOR BRADY & MORRIS ENg. Co.Ltd.

K. C. L. C. & K. C. P.
Director

Vendor's Signature

N. S. HINDUSTAN MATERIAL LTD.

PATRICK

Vendor's Signature