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पावती क.

दस्तऐवजाचा प्रकार-  
सादर कलापरे नवाचा वार्षिक बनुकमांक  
दस्तऐवजाचा प्रकार-  
सादर कलापरे नवाचा वार्षिक बनुकमांक

गेवणी ३९ म.  
Kegn. 39 m.

दिनांक ११/८/१९५१ सन ११ एप्रिल

रात्री २९

७९९९०००/-

दस्तऐवजाचा प्रकार-

सादर कलापरे नवाचा

वासीस्त्रगळणे पर्यंग गिडासी-

नोंदणी की

नकास की (फोलिझो )

पृष्ठांकनाची नकास की

ट्यानखर्च

नकला किंवा शापदे (कलम ६४ ते ६७)

गोप किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ उच्चय

प्रगाणित नवाचा (कलम ५७) (फोलिझ)

इतर की (मालील पानावरील) वार क.

दस्तऐवज

नकास

गोंदणीकृत डाकेने पाठवाई जाऊल.

गोंदणीकृत डाकेने पाठवाई जाऊल.

दुष्यम निवंधक प्रमाण

दस्तऐवज घाली नाव दिलेच्या व्यस्तपाचा गोंदणीकृत डाकेने पाठवावा.

हवाती कराया.

सादरकर्ता

*W A/S Smt. K.*

M/s. Brandy & Morris  
Engineering Co. Ltd.  
Brandy House,  
Veer Nariman Road,  
Bombay 400 023.

To,

1. M/s. NRK Marketing Co. Pvt. Ltd.
2. The Shirt Company,
3. M/s. Tijarat Impex Pvt. Ltd.,
4. M/s. Hindustan Apparel Industries.

Dear Sirs,

Re :- Undivided right title and interest in the property situate lying and being at Senapati Bapat Marg, Lower Parel Division, C. S. No. 17447 admeasuring 4362.90 sq.mtrs thereabouts.  
M/s. Brandy & Morris Eng. Co. Ltd.

And  
M/s. NRK Marketing Co. Pvt. Ltd.  
and Others.

This is to place on record that we have handed over the vacant and peaceful possession of the above entire property along with structures to you along with ourselves.  
Kindly confirm,

W. Confirm :  
1. For M/s NRK Marketing Company Pvt. Ltd.

Director

*W A/S Smt. K.*  
Yours truly,  
M/s. Brandy & Morris Engineering Co. Ltd.

2. The Shirt Company.

Partner

*K. R. E. E.*  
Director

3. M/s. Tijarat Impex Pvt. Ltd.,

Director

4. M/s. Hindustan Apparel Industries.

Partner

PHIAGS  
0008



PHIAGS  
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S. S. Pingulkar  
Proper Officer  
General Stamp Office, Mumbai

General Stamp Office  
Bombay  
PHIAGS  
0008



PHIAGS SPECIAL/REGULAR  
0008

Certified to be true copy.

*Shah & —*  
Attorneys-at-Law  
Messrs. SHAH & BANGHAM  
ADVOCATES, SOLICITORS & NOTARY  
115 A, Mittal Court,  
Nariman Point,  
Bombay-400 021.

*MVK ✓*  
S. S. Pingulkar  
Proper Officer  
General Stamp Office, Mumbai

THIS INDENTURE made at Bombay this 30<sup>th</sup> day of June, 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 NRK MARKETING COMPANY PRIVATE LIMITED, also a Company registered under the provisions of Companies Act, 1956 and having its office at NRK House, Kramnla Mills Compound, Senapati Bapat Marg, Lower Parel,

*NVK AF*

DISP:

Mr.  
D.M.  
S.

RECORDED  
10/10/1980

Bombay 400 013 hereinafter called "THE PURCHASER" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successor/s in business and assign/s of the Other Part;

MEMORANDUM

- (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

Rev A/

containing by admeasurement 4,362.90 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 First Purchaser and (1) M/s. The Shirt Company therein and hereinafter called the Second Purchaser, (2) M/s. Tijarat Impex Pvt. Ltd. therein and hereinafter called the Third Purchaser and (3) M/s. Hindustan Aparrel Industries therein and hereinafter called the Fourth Purchaser (The Purchaser herein, the Second Purchaser, the Third Purchaser and the Fourth 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.

*KL**df*

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*Agreement of Sale*

(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. 1,480,00,000/-
- (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 23.66% of the undivided share, right, title and interest in the said property in favour of the Purchaser herein, 35.49% in favour of Second Purchasers, 11.83% in favour of Third Purchaser and 11.83% in favour of Fourth Purchasers.

(f) The Purchaser herein has from time to

*W<sup>r</sup> dt*

to do under his hands.

That the Purchaser has paid diverse sums aggregating to full purchase price of Rs. 1,60,00,00/- (Rupees One Crore Sixty Lacs) payable

for the aforesaid by the Purchaser to the Vendor,

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

IT IS NOW THIS INDENTURE WITNESSETH that PURCHASE of the said Agreement dated 29th April 1993 and in consideration of the aggregate sum of Rs. 1,60,00,000/- 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. 1,60,00,000/- (Rupees One Crore Sixty Lacs only) payable by the Purchaser to the Vendor (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of whom 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 23.68% 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 red coloured boundary line TOGETHER WITH the right to utilise F.S.I. (inclusive of passages) of 10,000 sq.ft. (appox. 929 sq.mtrs.) (the said 23.66% undivided right, title and interest in the said property and the right to utilise the F.S.I. (inclusive of passage) of 10,000 sq.ft. is hereinafter referred to as "the said Premises") AND all and singular a 23.66% undivided share in houses, outhouses, courts, yards, areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, common gullies, walls, waters, water courses plants, lights, liberties, privileges, easements profits, advantages, rights, members and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto and AND also together with the benefit of the covenant for production of title deeds contained in the Indenture of Conveyance dated 15th day of May, 1946 made between Empire Dyeing and Manufacturing Co. therein called the Vendor Company and the Vendor herein then called Brandy Engineering Co. Ltd. of the other part and registered with the Sub

*Ram - A.*

Registrar of Assurances at Bombay under No. 2551 of  
 Book No. 1 in respect of the deeds and documents  
 listed in the 2nd schedule thereunder written. AND  
 ALL, the estate, right, title, interest, use,  
 inheritance, property possession, benefit, claim  
 and demand whatsoever at law and in equity of the  
 Vendor, into, out of or upon the said premises, or  
 any part thereof to the extent of 23.66% 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.  
 (inclusive of passages) in excess of 10,000 sq.ft.  
 (appox. 929 sq.mtrs.) and Excepting and Reserving  
 the right to construct any building or buildings,  
 structure or structures utilising such F.S.I.  
 excepted and reserved by the Vendor as aforesaid  
 present and further attendant rights, advantages  
 and benefits arising therefrom TO HAVE AND TO  
 HOLD all and singular the said premises  
 hereby granted released, conveyed and assured  
 and intended or 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 as tenants-in-common SUBJECT to the payment  
 of all rents, rates, taxes, assessments, dues and  
 duties 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  
 Vendors doth hereby for its successors and  
 assigns covenant with the Purchaser that

*Kew* *sf*

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notwithstanding any act, deed, matter or thing  
whatsoever by the Vendor or by any person or  
persons lawfully or equitably claiming by 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 off from and against all  
former and other estates, titles, charges and  
encumbrances whatsoever either already or to be

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hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by, from, under or in trust for, the Vendor AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate or right, title or interest at law or in equity in the said premises hereby granted or any part thereof its successors in title shall and will, from time to time and at all times hereafter at the request and costs of the Purchaser do and execute, or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said premises and every part thereof hereby granted unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required by the Purchaser, its successors or assigns or their counsel in law AND the Vendor doth hereby covenant with the Purchaser that they have not done omitted or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby they are prevented from granting and conveying the said premises in manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate title or otherwise howsoever and doth hereby covenant with the Purchaser, its successors and

*Signature of Purchaser - see page one of this instrument*

Key

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assigns that Vendor shall and will unless prevented by fire or some other inevitable accident from 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 16th 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, conveyed, assured or expressed so to be or any part thereof and also at 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 unobligated 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

New  
S/

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 23<sup>rd</sup> day of May 1995 hereunto affixed the day and

the year first hereinabove written. RECEIVED

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.

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**THE SECOND SCHEDULE ABOVE REFERRED TO**

The area aggregating to 10,000 sq. ft.,  
approx., being Unit No. 6 comprising of ground floor  
on still, first floor, second floor and third floor  
and also a free of P.B.I. basement measuring  
approx. 5,500 sq. ft. shown on the plan and thereon  
marked NBK and demarcated by red colour boundary  
line.

IN WITNESS WHEREOF, I have signed  
**COMMON SEAL OF BRADY AND MORRIS**

**ENGINEERING COMPANY LIMITED,**

is hereunto affixed pursuant to

the resolution passed in the meeting  
of Board of Directors  
or Managing Committee held on 23rd

day of May 1995 in presence

of Mr.

Mr. D. N. Doshi,  
Chairman, Mr. A. H. Patel  
Mr. D. N. Doshi,  
Secretary, Mr. K. L. Kapur  
Mr. C. G. Desai,  
Treasurer and Mr. M. L. Bhambhani

one of the members of the Managing  
Committee and in the presence of

*RD P. M.*

RECEIVED from time to time of and

from the NRK Marketing Co. Pvt.Ltd. )

the sum of Rs.1,50,00,000/- (Rupees )

One Crore Fifty 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.1,60,00,000/- (Rupees )

One Crore Sixty Lacs only) being the full consideration money within )

expressed to be by the said NRK Marketing Co. Pvt. Ltd. paid to us. )

Rs.1,60,00,000/-

WITNESSES:

WE SAY RECEIVED

R.0.00,00,000/-

R.0.00,000/-

R.0.00,000/-

KM/2/C Kesar

Reina

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS RECEIPT IN THE PRESENCE OF THE VENDOR.

1. M.K.J.

2. M.M.

V E N D O R

RECEIVED FROM THE VENDOR

THE SUM OF Rs.1,60,00,000/-

IN THE PRESENCE OF THE VENDOR.

RECEIVED FROM THE VENDOR

THE SUM OF Rs.1,60,00,000/-

IN THE PRESENCE OF THE VENDOR.

RECEIVED FROM THE VENDOR

THE SUM OF Rs.1,60,00,000/-

IN THE PRESENCE OF THE VENDOR.

RECEIVED FROM THE VENDOR

THE SUM OF Rs.1,60,00,000/-

IN THE PRESENCE OF THE VENDOR.

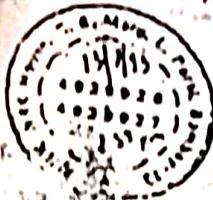
RECEIVED FROM THE VENDOR

THE SUM OF Rs.1,60,00,000/-

IN THE PRESENCE OF THE VENDOR.

NRK MARKETING COMPANY

No. A.A.V.Uom. /C.R. /11601/93-94



Appropriate Authority,  
T. T. Daulatji A. Wala,  
3rd Floor, Millal Court,  
Nariman Point, Mumbai 400011

Dated the 4th June, 1993.

Registration No.  
Name(s) of Transferee(s)

On Appropriate Authority/C.R. /C.R. /11601/93-94

Brady & Morris Engineering Co. Ltd.,  
Brady House,  
Veer Harijan Hood,  
Mumbai 400 023.

Name(s) of Transferee(s)

(1) NRK Marketing Co. Pvt. Ltd.,  
(2) The Shirt Company, (3) Tijarat Impex  
Pvt. Ltd. and (4) Hindustan Apparel -  
Industries, C/o. NRK House, Kamla Mills  
Compound, Sonarpur-Bapati Marg, Lower Parel,  
Bombay-400 013.

Description & Location of the immovable property

Structures to be retained and constructed  
adm. 35,000 sq.ft. out of all structures  
on plot or parcel of land area. 4302 sq.  
metre. lying and being at Sonarpur-Bapati  
Marg, Lower Parel, Bombay-400 013.

Apparent consideration

Rs. 5,60,00,000/-

Date of Agreement

29.4.1993

Date of Certificate

4.6.1993

### CERTIFICATE UNDER SECTION 269 UL (3) OF THE L.T. 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 Transferee(s) and by/on behalf of the Transferee(s) was furnished  
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. 5,60,00,000/-

And whereas the Appropriate Authority has no basis on order u/a. 269(1)(i) (1), 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 transferor to  
the said transferee for an apparent consideration of Rs. 5,60,00,000/-

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.

Sd/-  
(S. S. MASAD)

Chief Engineer,

Sd/-  
(X. MASAD)

Commissioner of  
Income-Tax.

Sd/-

Commissioner of  
Income-Tax.

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY, 1993

105.2.1993. D. I. D. 2000. 2000. Revenue, (Avn). E. D. 2000.

KW

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## SCHEDULE

- Firstly: The areas aggregating to 10,000 sq. ft., comprising of 7,230.00 sq.ft. on the Ground Floor and 2,439.99 sq.ft. on the mezzanine floor as shown on the plan and marked H.H.K. and proportionate area of 325 sq.ft. the passage.
- Secondly: The areas aggregating to 16,000 sq. ft., comprising of 12,700.40 sq.ft. on the Ground Floor, 2,004.00 sq.ft. on the mezzanine floor as shown on the plan and therefore the proportionate area of 407.8 sq.ft. to the shirt and the proportionate area of 102.0 sq.ft. to the passage.
- Thirdly: The area aggregating to 5,000 sq. ft., comprising of 4,000 sq.ft. on the Ground Floor as shown on the plan and marked Ijarat and proportionate area of 102.0 sq.ft. to the passage.
- Fourthly: The area aggregating to 6,000 sq. ft., comprising of 4,800 sq.ft. on the Ground Floor as shown on the plan and marked Iland and proportionate area of 102.0 sq.ft. to the passage.



(M. D. NARATH KUMAR)  
Deputy Commissioner of Income-tax  
(Income Tax)

(M. D. NARATH KUMAR)  
Appropriate Authority, Mumbai.

- Copy to:  
1. Translators(s).  
2. Translators(s).  
3. Quoted Firms.  
S.P.I.D.R/T 22/10/1000  
4. D.O.T. (Inv.), Survey Unit No. 1  
MINIBO93,

*Mrs. Sonali Kapoor*

B.COM., LL.B.  
ADVOCATE HIGH COURT

(S)

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Property of foras tenure land admeasuring about 5270 square yards equivalent to 4406.24 square meters bearing C.S.No.1/447 of lower Parel Division and bounded as follows :-

East	:	By Senapati Bapat Marg
North	:	C.S.No.249
West	:	C.S.No.447
South	:	C.S.No.249

- (S)*
- (1) The area of 10,000 square feet being Unit No.-5 belonging to M/s. NRK Marketing Co. Pvt.Ltd.
- (2) 15,000 square feet being Unit No.-2 of M/s. Shirt Co.
- (3) 5,000 Square feet being Unit No.-3 of M/s.Tijarat Impex P.Ltd.
- (4) 5,000 square feet being Unit No.-4 of M/s.Hindustan Apparel Industries *done* and all the said properties being at Tulsi Pipe Road, Off Fergusson Road, Parel, Bombay-400 013 and now at Senapati Bapat Road, Bombay-400 013. *S*
- M/s. Braddy(Morris Engineering Co.Ltd.)

This is to certify that I have investigated the title with regard to the above property of M/s. Brady Morris Engineering Co.Ltd.

By Deed of Conveyance dated 15th May, 1946 between The Empire Dyeing & Manufacturing Co.Ltd. as the Vendors of the One Part and Brady Engineering Company Ltd. (as it then was) as the Purchasers of the Other Part & registered at the Sub-Registrar of Assurances

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*Mrs. Sonali Kapoor*

B.COM., LLB  
ADVOCATE HIGH COURT

...2...

at Bombay under No. BOM/2551/1946 dated 27th June, 1946 whereby the said property being then a part of the larger property bearing C.S.No.447 of Lower Parel Division was conveyed assumed and transferred to Brady Engineering Company Ltd. (as it then was) subsequent to the above the name of Brady Engineering Co.Ltd. was changed to Brady & Morris Engineering Co.Ltd.

By an Agreement dated 29th April 1993 made between the M/s.Brady & Morris Engineering Co.Ltd., the Vendor, M/s.N.R.K.Marketting Co. Pvt. Ltd., First Purchaser, M/s.Shirt & Co., Second Purchaser M/s.Tijarat Impex Pvt.Ltd., Third Purchaser & M/s.Hindustan Apparel Industries - Fourth Purchaser the Vendor agreed to sell in favour of the four purchasers by separate Conveyances in respect of 23.66%, 35.49%, 11.83% and 11.83% undivided share, right, title and interest respectively.

By an Indenture dated 30th June 1995 registered at S.R.Bombay vide Serial No.BBE of 22632 1995 lodged on 01.07.1995 between Brady & Morris Engineering Co.Ltd. Vendors & M/s.N.R.K.Marketting Co.Pvt.Ltd. - Purchaser Vendor conveyed in favour of Purchasers 23.66% undivided right, title and interest in respect of Unit No.5, admeasuring 10,000 Sq.ft. on the terms and conditions therein contained.

By an Indenture dated 11th July 1995 registered at S.R.Bombay vide Serial No.BBE 2308 of 1995 lodged on 11.07.1995 between Brady & Morris Engineering Co.Ltd. Vendors & M/s.Shirt Co.-Purchasers, the Vendors conveyed in favour of the Purchaser 35.49% undivided

## *Mrs. Sonali Kapoor*

B.COM., LL.B  
ADVOCATE HIGH COURT

...3...

share, right, title and interest & right to utilise the F.S.I. (inclusive of passage) of 15,000 square feet Unit No.2 on the terms and conditions therein contained.

By an Indenture dated 11th July 1995 registered at S.R.Bombay under Serial No.BBE 2369 of 1995 lodged on 11.07.1995 between M/s.Brady & Morris Engg.Co.Ltd. Vendors & M/s.Tijarat Impex Pvt.Ltd.- Purchasers-the Vendors conveyed in favour of Purchasers 11.83% undivided right, title and interest and the right to utilise the F.S.I. undivided right, title and interest and the right to utilise the F.S.I. inclusive of passage of 5,000 Sq.ft. Unit No.3 on the terms and conditions therein contained.

By an Indenture dated 11th July 1995 registered at S.R.Bombay under Serial No. BBE 2370 of 1995 lodged on 21.07.1995 between M/s.Brady & Morris Engg.Co.Ltd.-Vendors & M/s.Hindustan Apparel Industries-Purchasers the Vendors conveyed in favour of the Purchasers 11.83% undivided right, title and interest and the right to utilise the F.S.I. (inclusive of Passage) of 5,000 square feet Unit No.4 on the terms & conditions therein contained.

The provisions of Urban Land Ceiling Act 1976 are not applicable. I have investigated the title with regard to the above property as follows :

From 1966 to 1996 Office of the S.R.Bombay, Collector Office & Survey Branch and the estate Office.

In the circumstances I certify that the title with regard to the above property (remaining) of M/s.Brady & Morris Engg.Co.Ltd. is clear, marketable and free from encumberances.

Dated this 23<sup>rd</sup> day of June, 1996.

*Sonali Kapoor*  
(SONALI KAPOOR)

No.DC(IT)/Spl.Rg-1/96-97

Office of the  
Dy. Commissioner of Income-tax,  
Special Range-1, Room No. 603,  
6th floor, Asyakar Bhavan,  
M.K. Road, Mumbai - 400 020.

Recd/  
23/12/96

Dated : 9th December 1996.

CERTIFICATE U/s 281(1)(ii) OF THE I.T. ACT, 1961.

Permission is hereby granted to M/s. Brady & Morris Engineering Co. Ltd., Brady House, 12/14, V.N. Road, Fort, Mumbai - 400 001 (P.A. No. 35-034-CV-8092 )  
ENY/LC/SPL.RG-1

to the proposed creation of charge by way of equitable mortgage of their factory land and building at Ahmedabad and Bombay.

2. This certificate is issued at the express request of the company as contained in its representative M/s. C.L. Datal & Co., CAs, letter dated 9th April, 1996.

(R.M. GARG)  
Dy. Commissioner of Income-tax,  
Special Range-1, Mumbai.

