



Saturday, May 29, 2010  
3:32:56 pm

पावती

Original

नोंदणी 39 म.  
Regn. 39 M

पावती क. : 6226  
दिनांक : 29/05/2010

गावाचे नांव : लोअर परेल

दस्तऐवजाचा अनुक्रमांक : बबई 3 - 5274 - 2010

दस्त ऐवजाचा प्रकार : करारनामा

सादर करणा-याचे नाव : सेप प्रॉट सोल्युशन्स प्रा लि चे संचालक संजय वी वामणे

फी नॉदणी फी : रु.30,000.00

दस्त हाताळणी फी : रु.400.00

पृष्ठांची संख्या : 20

एकूण रु.30,400.00

आपणास हा दस्त अंदाजे 3:52PM ह्या वेळेस मिळेल

सह दु. वि. बबई शहर क.

सह दु. वि. बबई शहर क.

बाजार मूल्य : रु.9,444.924/-

मोबदला : रु.9,500,000/-

भरलेले मुद्रांक शुल्क : रु.475,000/-

बबई शहर क.

- 1) देयकाचा प्रकार : By Demand Draft रक्कम: रु.30,000  
डीडी/ धनादेश क्रमांक : 058062 दिनांक : 28/05/2010  
बँकेचे नाव व पत्ता : बँक ऑफ बडोदा मुं
- 2) देयकाचा प्रकार : By Cash रक्कम: रु.400



VERIFIED FROM  
OFF. BIAL

VERIFIED FROM

**PART III**  
**For the Customer**  
**ACKNOWLEDGEMENT**

Serial No.: 208881

14147

Received From : Sap Print Solutions

Franking Amount : 4,75,000

Charges : 10

Total : 4,75,010



Vide P/O No. / Cash / Transfer Cheque 058071

Drawn on Bank of Baroda, Worli

Cash towards franking of document

Signature / Stamps of Bank

Signature of Customer :

I confirm that I have checked the value franked and the bank is not liable for anything related to the document.

**DEED OF TRANSFER**

*affix*  
*[Signature]*  
*Aut*

THIS AGREEMENT is made and executed on 29 day of May, 2010

BETWEEN MR. NAVINCHANDRA JAGMOHANDAS DESAI adult, Indian inhabitant of Mumbai, residing at 9 Kailash Bhavan, 7<sup>TH</sup> Road, Prabhat Colony, Santaacruz (E), Mumbai - 400 055, hereinafter referred to as

"TRANSFEROR" (which expression unless it be repugnant to the context meaning thereof shall mean and include their respective heirs, executors, administrators, successors and assigns) of the ONE PART; AND M/s. SAP PRINT SOLUTIONS PVT. LTD., a Private Limited Company registered under the Companies Act, 1956 having its registered office at 28A, Lakshmi Industrial Estate, S. N. Path, Lower Parel (West), Mumbai-400 013 hereinafter referred to as the "TRANSFeree" (which expression unless it be repugnant to the meaning context thereof shall mean and include its successors, assigns and administrators) of the OTHER PART.

H.D.F.C. Bank Legal  
 Department, Karmala Mills Compound,  
 Lower Parel, Mumbai-400013.

*Prabhat*  
 2004/20244

14147  
 154496

Special Adhesive  
 MAY 28 2010

INDIA  
 STAMP DUTY  
 047500091-PB5135  
 16:11  
 MAHARASHTRA



4208/9

*affix*

**WHEREAS**

A) The Transferor herein is as owner seized, possessed and otherwise well and sufficiently entitled to Industrial Gala admeasuring 850 sq. ft Carpet area and 1020 sq. ft. built up area equivalent to 94.80 sq. meters built up area bearing Industrial Unit No. 7 on Ground floor, Lakshmi Industrial Premises Co-operative Society Limited, S. N. Path, Lower Parel (West), Mumbai-400 013 situated on Land Survey No. 1/2766, 2/2780 and Cadastral Survey No. 441, F.P. No. 7,8 of Lower Parel Division of Mumbai City more particularly described in the schedule hereunder written and as member of Lakshmi Industrial Premises Co-operative Society Limited. registered under Registration No. BOM/HSG/2218 of 1969 under the M.C.S. Act. 1960 holding five shares of equal value bearing Share Nos. 181 to 185 (both inclusive) represented by Share Certificate No. 104 (in lieu of old share certificate no.36) of the said Lakshmi Industrial Premises Co-operative Society Limited.



B) The Transferor has agreed to sale and the Transferee has agreed to purchase all the right, title and / or interest of the Transferor including the share capital and incidental thereto all the right, title, interest in the said Unit No. 7 and sinking fund free from all encumbrances together with permanent hereditary and absolute right of use and occupation of the said Unit for total consideration of Rs.95,00,000/- (Rupees Ninety Five Lacs Only) on certain terms and conditions as mutually agreed upon by and between themselves which are recorded hereunder.

*Handwritten signatures and initials:*  
a/p/s  
S  
A

बवई - 3
५२०४ / २
२०१०



NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AND

THIS AGREEMENT WITNESSETH AS UNDER:

1. The Transferor hereby sell, Transfer and assign and the Transferee hereby purchase and acquire the said five shares of Rs.50 each bearing distinctive nos. 181 to 185 (both inclusive) represented by Share Certificate No.104 (in lieu of old share certificate no.36) of the Lakshmi Industrial Premises Co-operative Society Limited along with the right to use and occupy of the Transferor and all their right, title and interest to and in the said Unit No.7 , Ground floor, in Building known as Lakshmi Industrial Estate, situate at S. Naram Path, Off G. K. Marg, Lower Parel, Mumbai-400 013, Survey No. 1/2766, 2/2780 and Cadastral Survey No. 441, F.P. No. 7-8 of Lower Parel Division of Mumbai City admeasuring about 1020 sq. ft built up i.e. 94.80 sq. mtrs built up along with all its fixtures and fittings at the price of Rs. 95,00,000/- (Rupees Ninety Five Lacs only)



2. On or before execution of this Agreement, the Transferee has paid to the Transferor an amount of Rs.1,51,000/- (Rupees One Lac Fifty One Thousand only) vide cheque no. 347471 dtd. 4-2-2010 receipt of which the Transferor doth hereby admit and acknowledge. On or before execution of this Agreement Transferor has paid to the Transferee an amount of Rs.93,49,000/- (Rupees Ninety Three Lacs Forty Nine Thousand only) by cheque no. 505071, dated 27-5-2010 drawn



VERIFIED FROM  
ORIGINAL

*Handwritten signatures and initials.*

बचत - ३
५२७८ / ३
२०१०

on Bank Of Baroda, Worli Branch being full and final consideration hereof a receipt whereof the Transferor doth hereby admit and acknowledge by separate receipt written hereunder.

3. The Transferor on execution of this agreement has put the Transferee in peaceful use, occupation and possession of the said Unit without any hindrance and obstruction from Transferor or any person claiming through the Transferor and assures the Transferee that neither the Transferor nor any person claiming through him shall have any right, title and/or interest in the said Unit henceforth.

4. The Transferor has obtained consent of the Managing Committee of the said Society to the transfer of the said Unit and of the five shares held by the Transferor in the said Society to the Transferee the same is annexed hereto.



The Transferor has represented to the Transferee that (i) he is the absolute owner of the said Unit and no other person has any interest therein. (ii) that there is no encumbrances on the said Unit and he has paid the full price thereof to the erstwhile owners (iii) he is in exclusive and peaceful use, occupation and possession of the said Unit since it was purchased by them (iv) that when the Transferor purchased the said Unit he is satisfied that the title to the said Unit was clear and marketable. (v) that on taking possession of the said Unit the Transferee will be entitled to occupy the same without any claim or interruption

VERIFIED FROM

*Handwritten signature*

*Handwritten signature*

5208 / 8
2090

from the Transferor or anybody claiming under them. (vi) that he has paid all the dues of the Society up to date and he will indemnify and keep indemnified the Transferee against any claim made for any period prior to the completion of the sale in respect of the said Unit (vii) that he is not in arrears of any Sales Tax, Income Tax or any other dues to of any Government Authorities and such authorities have not taken any action on the said Unit and he will indemnify and keep indemnified the Transferee against any claim made for any period prior to the completion of the sale in respect of the said Unit

6. The Transferor hereby covenant with the Transferee as under.

(I) That the Transferor is the absolute owner of the said Unit and of the beneficial interest in and upon the said Unit hereby agreed to be transferred and sold and no other person or persons has or have any right, title interest in the said Unit or claim or demand of whatsoever nature unto or upon the said shares and in the said Unit whether by way of sale, charges, mortgages, lien, gift, trust, inheritance, lease, licenses, easement or otherwise howsoever and the Transferor has good right, full power and absolute authority to transfer and sell the same to the Transferee.

(II) That the Transferor has not created any charges or encumbrances of whatsoever nature in respect of the said Unit, the said Unit is not subject matter of any litigation nor the same or any part of the same is



*[Handwritten signature]*  
[Circular stamp]

*[Handwritten signature]*

*[Handwritten signature]*

5208 / y  
2090

attached in execution of any decree nor has the Transferor created any tenancy or leave and licenses or any right in favour of any one in respect of the said Unit.

(III) That there is no restraint by prohibitory orders or injunctions by any court of law or any other authorities including authorities under the Sales Tax, Income Tax Act, Wealth Tax Act, Estate Duty Act or under any other law for the time being in force from selling, alienating or transferring the said Unit.

(IV) That the Transferor has duly observed and performed the rules and regulations and bye laws of the said society and has paid up to date their contribution of the municipal Taxes, water charges, Electricity and maintenance and other charges and outgoings payable by him in respect of the said Unit.



That the Transferor shall whenever required to do so from time to time sign all such letters, forms, applications, deeds, documents writings and papers, if any for more perfectly, securing assuring and effectually transferring the said shares and the ownership of the said premises unto and to the use of the transferee forever.

(VI) The Transferor declare that in respect of the said Unit, he has Three Phase electricity connection from the BEST undertaking, the Transferor hereby agree to

VERIFIED FROM  
COURT

*apart*

*del.*

बकई - ३
५२०८ / ६
२०१०

sign applications for transfer of meter and give No objection for transfer of the electricity meter connected to the said Unit.

7. The Transferee hereby covenant with the Transferor as under.

(I) That the Transferee shall become member of the said society and shall regularly pay to the Society their proportionate contribution of Municipal Taxes, Water, Electricity and Maintenance and other charges and outgoings payable in respect of the said Unit.

(II) That the Transferee shall observe and perform and abide by all the rules and regulations and bye laws of the said society from time to time in force.

8. At the time of execution of this Agreement the Transferor handed over to the Transferee all the original documents of the title, including latest paid Electricity Bills, Society Maintenance Bills etc.



The Transferor and Transferee shall pay their respective liabilities of Income Tax and other Taxes and shall keep each other indemnified against their respective liability of Income Tax and any other taxes or liabilities.

10. The Stamp Duty and Registration Charges, if any payable on this agreement and all other incidental, expenses, etc out of pocket costs, etc shall be borne and paid by the Transferee alone and the Transferor shall not be liable to bear and pay anything on that account.

VERIFIED FROM  
*[Handwritten signature]*

*[Handwritten signature]*

बवई - ३
५२०८ / ७
२०१०



11. This Agreement is engrossed in duplicates, one copy each to be kept by the Transferor and the Transferee.

**THE SCHEDULE OF PROPERTY HEREINABOVE REFERRED TO:**

All the piece and parcel of Industrial Unit No. 07, admeasuring 1020 sq. ft. built up area, i.e. 94.80 sq. mtrs built up area on the Ground floor of Building known as Lakshmi Industrial Premises Co-Operative Society Limited, S. Naram Path, Off G. K. Marg, Lower Parel (West), Mumbai-400 013 situate on Land bearing Survey No. 1/2766, 2/2788 and Cadastral Survey No. 441, Final Plot No. 7,8 of Lower Parel Division in registration Sub-District of Mumbai City, consists of Ground plus four upper floor with lift facility constructed in the year 1969.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and feet on the day and the year first hereinabove written.



SINGED AND DELIVERED by the  
Within named Transferor

*Navinchandra Desai*

NAVINCHANDRA JAGMOHANDAS DESAI ]

in the presence of ]

① *[Signature]*  
② *[Signature]*

वर्कई - ३
५२०८ / ८
२०१०

SINGED AND DELIVERED by the ]

Within named Transferee ]

M/S. SAP PRINT SOLUTIONS PVT. LTD. ]

Through it's director ]

*[Signature]*  
DIRECTORS / AUTHORIZED SIGNATORY

Mr. Sanjay B. Bamne  
Mr. Anil M. Bihani  
in the presence of ]

① *[Signature]*  
② *[Signature]*

*[Handwritten marks]*  
VERIFIED FROM

R E C E I P T

RECEIVED of and from M/S. SAP PRINT SOLUTIONS PVT. LTD., the Transferee hereinabove an amount of Rs. 1,51,000/- (Rupees One Lacs Fifty One Thousand only) by cheque No. 347471 dated 4-2-2010 drawn on Bank of Baroda, Worli Branch and an amount of Rs. 93,49,000/- (Rupees Ninety Three Lacs Forty Nine Thousand Only) by cheque bearing No. 505071 dated 27-5-2010 drawn on Bank of Baroda, Worli Branch being full and final payment towards the total consideration as mentioned hereinabove.



Mumbai,

Dated this 29 day of May, 2010.

Witnesses.

WE SAY RECEIVED

1.

2.

NAVINCHANDRA JAGMOHANDAS DESAI

(TRANSFEROR)

बवई - ३
५२०४ / ९
२०१०