


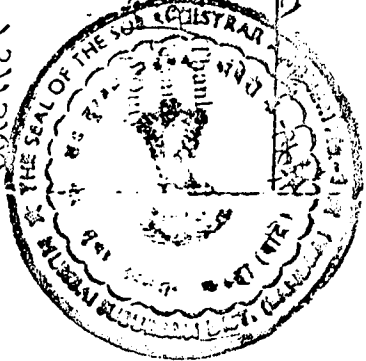
FRANKING DEPOSIT SLIP

 ICICI Bank Customer Copy	
Deposit Br.	Date
Pay to : ICICI Bank Ltd. A/C Stamp Duty	
Franking Value	Rs. 52480
Service Charges	Rs. 10
Total	Rs. 52490
Name of Stamp duty paying party :	

DD / Cheque No. 986178 12/12/06
 Drawn on Bank ICICI BANK Ltd.

Tran ID 57801
 Franking No. 57879
 Officer

(For Bank's Use only)



DEED OF TRANSFER

THIS DEED OF TRANSFER is made and executed at Mumbai this 01st day of Dec in the Christian Year Two Thousand Six

Between

ISHVERLAL N. SHAH, of Mumbai Indian Inhabitant residing at 202/7, Sankar Niketan, Wadala, Mumbai-400 021 hereinafter called "the Transferor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the

One Part:

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Es. Geeta Two Thousand Four
 ICICI BANK LTD,
 RUNWAL RESIDENCY
 C X SANDHU MARG,
 CHEMBUR (E), MUMBAI - 400 071.
 D-5/STP(V)/C.R.101/12/2004
 /421 TO 424
 RAJEEV SINGH
 OFFICER IN CHARGE
 ICICI BANK LTD
 STAMP DUTY MAHARASHTRA
 R. 00524801-P8521
 57879
 17114
 DEC 12 2006

ms

ms

A n d

BYDESIGN INDIA PVT LTD., a Company incorporated under the Companies Act, 1956 having its address at 235/12, Suraj Centre, 27th Cross, 7th Block, Jayanagar, Bangalore - 560 011, hereinafter called "the Transferee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part:

W H E R E A S:

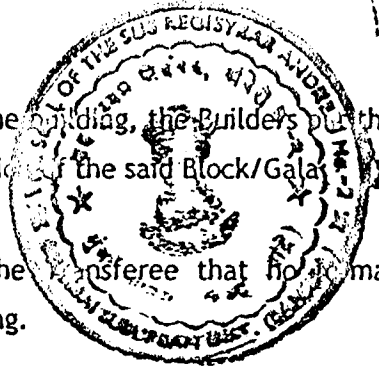
(a) by an Agreement made at Mumbai on 30th June, 1970 ("Said Agreement") between M/s. Mount Industrial Estate, a registered partnership firm (hereinafter called "the Builders") (therein called the Party of the First Part) of the One Part and Transferor (therein called the Party of the Second Part) of the Other Part, the said Builder agreed to sell and allot to the Transferor on ownership basis Block No.1 on the ground floor admeasuring 560 sq. ft equivalent to 52.02 sq. mtrs carpet area in building known as SHANTI NIKETAN, building "A" in Mount Industrial Estates ("said Block/Gala") on plot bearing C.T.S No.709, 723,728 & 730 Survey No.48, Hissa No.2 situated at Village Marol within the registration sub-district of Andheri for the consideration and on the terms and conditions more particularly referred to therein;

(b) upon construction and completion of the building, the Builders put the said Transferor in peaceful and vacant possession of the said Block/Gala;

(c) the Transferor has represented to the Transferee that no formal Organisation is formed in respect of the building.

(d) the Transferor has further represented to the Transferee that:-

i) the said Block/Gala is not attached either before or after the Judgment or at the instance of any Taxation/Authorities or any other Authorities and the Transferor has not given any undertaking to the Taxation Authorities so as not to deal with or dispose off his right in the said Block/Gala;



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ii) the Transferor has not availed of any loan from any bank, financial institution or from any other person/s against the said Block /Gala;

iii) there are no insolvency proceeding pending or contemplated against the Transferor;

iv) the Transferor alone is the absolute owner of the said Block/ Gala including the rights and benefits attached thereto and no one else has any right, title or interest in the said Block/Gala;

v) the said Block/Gala is not subject to any charge, encumbrance, liability, litigation, adverse claim or lispendens and prior to the execution hereof the Transferor has not entered into any Agreement for Sale, Lease, Leave and Licence, Tenancy, mortgage or otherwise in respect of the said Block/Gala;

vi) The Transferor has not done, committed or omitted to do any acts, deeds, things and matters whereby or by any reason whereof the Transferor is prevented or prohibited from dealing with, disposing of or transferring the Transferor's right, title and interest in respect of the said Block/Gala;

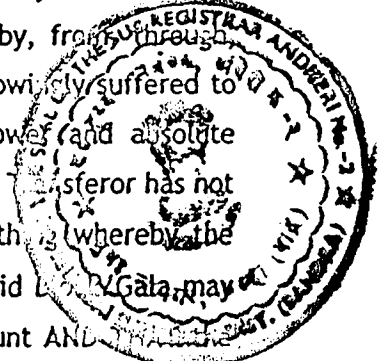
(e) pursuant to the negotiations, the Transferor has agreed to sell, transfer, assign and assure in favour of the Transferee and the Transferee has agreed to purchase and acquire from the Transferor the said Block/Gala together with the benefits of the said Agreement for the total consideration of Rs.6,35,040/- (Rupees Six Lacs Thirty Five Thousand Forty Only) and on the terms and conditions hereinafter appearing;

NOW THIS DEED WITNESSETH that in consideration of the sum Rs.6,35,040/- (Rupees Six Lacs Thirty Five Thousand Forty Only) paid by the Transferee to the Transferor on or before the execution hereof as per the details given in the receipt clause hereinafter appearing (the payment and receipt whereof the Transferor hereby admits and acknowledges and of and from the same and every part thereof doth hereby acquit release and discharge the Transferee for ever) HE the Transferor hereby grants, transfers, sells and assigns unto and in favour of the Transferee Block/Gala No.1 on the ground floor admeasuring 560 sq. ft equivalent to 52.02 sq. mtrs carpet area

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in the building known as SHANTI NIKETAN, building "A" in Mount Industrial Estates ("said Block/Gala") on plot bearing C.T.S No.709, 723,728 & 730, Survey No.48, Hissa No.2 situated at Village Marol within the registration sub-district of Andheri and more particularly referred to in the Schedule hereunder written along with all the rights, privileges and advantages attached and appurtenant to the said Block/Gala TOGETHER WITH the benefits accrued or arising out of the said Agreement dated 30th June, 1970 TO HAVE AND TO HOLD the said Block/Gala absolutely for the use and benefit of the Transferee for ever AND the Transferor hereby covenants with the Transferee that the Transferor has good right, full power and absolute authority to assign and transfer the said Block/Gala and the benefits attached thereto unto and in favour of the Transferee AND THAT it shall be lawful for the Transferee to enter upon, use and enjoy the said Block/Gala without any eviction, interruption, claim or demand whatsoever from any person or persons claiming by from under or in trust for the Transferor SUBJECT TO all the terms, conditions and stipulations set out in the said Agreement AND THAT the Transferor hereby covenants with the Transferee that notwithstanding any act, deed, matter or thing whatsoever by the Transferor or 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 HE the Transferor has good right, full power and absolute authority to make and execute these presents and that the Transferor has not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession, occupation or enjoyment of the said Block/Gala may be rendered void or voidable for any reason or any account AND the said Block/Gala is free and clear from all encumbrance, claims and demands of whatsoever nature AND THAT the Transferor has paid till date all outgoings on account of maintenance, property taxes, water charges and electricity charges payable in respect of the said Block/Gala to the local authority/Builders.



AND THIS INDENTURE FURTHER WITNESSETH THAT the Transferee is hereby indemnified by the Transferor of, from and against all or any claims, costs, charges, expenses which the Transferee may incur or suffer by reason of any hindrance, obstacle, litigation of any nature whatsoever in respect of the said Block/Gala made or raised by any person or persons or authority claiming by, through or in trust for the Transferor.

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AND THIS INDENTURE FURTHER WITNESSETH THAT the Transferee covenants with the Transferor that on and from the date hereof the Transferee shall occupy the said Block/Gala subject to the terms and conditions stated in the said agreement and regularly pay all the outgoings including municipal property taxes, water charges, electricity charges etc. payable in respect of the said Block/Gala and shall also abide by the terms and conditions of the said agreement AND THAT the Transferor shall at the request and cost of the Transferee sign and execute all such deeds, papers, documents as may be necessary for the transfer of the said Block/Gala in the name of the Transferee.

AND THIS INDENTURE FURTHER WITNESSETH THAT the Transferor having received the full consideration from the Transferee in respect of the said Block/Gala has delivered the peaceful and vacant possession of the said Block/Gala free from all encumbrances to the Transferee.

AND THIS INDENTURE FURTHER WITNESSETH THAT the Transferor has delivered to the Transferee all the original documents and all other relevant papers pertaining to the said Block/Gala.

AND THIS INDENTURE LASTLY WITNESSETH THAT the Stamp Duty and Registration Charges payable on these presents shall be borne and paid by the Transferee alone.



The Transferor and the Transferees are assessed under Income Tax under following PAN:

Transferor:
ISHVERLAL N. SHAH

AAFPS 8358 G

Transferee:
BYDESIGN INDIA PVT LTD

AABC B 5845 J

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

ms

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<i>exee</i>

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT Block/Gala No.1 on the ground floor admeasuring 560 sq. ft equivalent to 52.02 sq. mtrs carpet area in the building known as SHANTI NIKETAN, building "A" in Mount Industrial Estates ("said Block/Gala") on plot bearing C.T.S No.709, 723,728 & 730, Survey No.48, Hissa No.2 situated at Village Marol within the registration sub-district of Andheri and Mumbai Suburban.

SIGNED AND DELIVERED by the)
 withinamed Transferor)
 ISHVERLAL N. SHAH)
 in the presence of)

ishverlal n. shah

PS

SIGNED AND DELIVERED by the)
 withinamed Transferee)
 BYDESIGN INDIA PVT LTD)
 in the presence of)

By Design India Pvt Ltd



PS

RECEIVED of and from the withinamed Transferee the sum of Rs.6,35,040/- (Rupees Six Lacs Thirty Five Thousand Forty Only) being the full consideration paid by it to me under these presents, as follows:

<u>Chq/P.O.No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
267436	1/11/2006	HDFC BANK	6,35,040/-

WITNESSES: 1)

I SAY RECEIVED:

ishverlal n. shah

(TRANSFEROR)

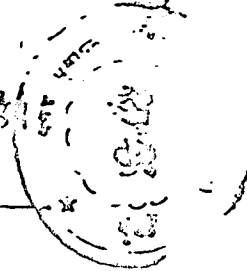
WPC/ABHARAT THAKKAR (TANKIWALLA)/SHAH GROUP/DEED OF TR - ISHVERLAL N.SHAH(block no.1) doc

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<i>evell</i>	<i>EV</i>
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ANNEXURE : 'A'

सरोवर

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Handwritten text in Hindi, possibly a list of items or names.

Handwritten signature or name in Hindi.

IN THE JOINT SUB-REGISTRY OFFICE

Handwritten notes and signatures in a box at the bottom left.

वदर-४/
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THE GREAT SEAL
U.S.

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10-255



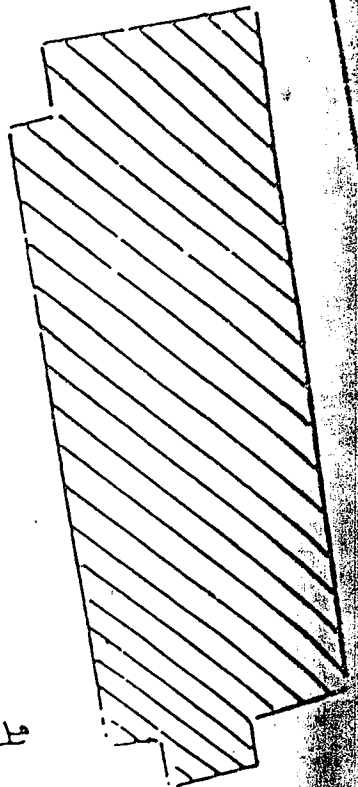
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10-255

10-255



महाराष्ट्र राज्य सरकार
अर्थ विभाग
मुंबई

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७०६५

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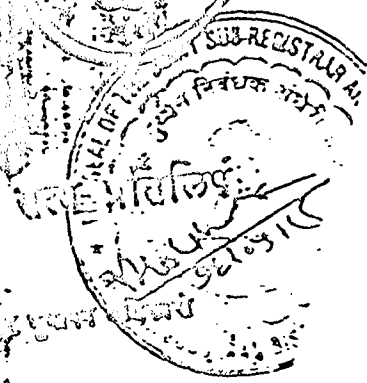
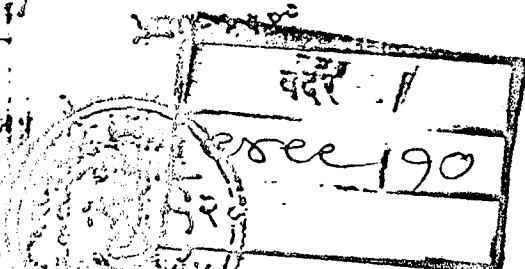
अधिसूचना क्र. १०७५५
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दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (9499/2006)

२४/२५

दस्त क्र. [वदर4-9499-2006] चा गोषवारा
बाजार मुल्य :1049500 मोवदला 635040 भरलेले मुद्रांक शुल्क : 52480

दस्त हजर केल्याचा दिनांक :21/12/2006 01:14 PM
निष्पादनाचा दिनांक : 21/12/2006
दस्त हजर करणा-याची सही :

पावती क्र.:9564 दिनांक:21/12/2006
पावतीचे वर्णन
नांव: मे/-बाय डिझायन इंडिया प्रा लि तर्फे
संचालक एस के रामकृष्ण तर्फे कु मु म्हुणन नितिन
सोमपुरा - -

10500 :नोंदणी फी
480 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

10980: एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

दस्ताचा प्रकार :25) अभिहस्तांतरणपत्र
शिवका क्र. 1 ची वेळ : (सादरीकरण) 21/12/2006 01:14 PM
शिवका क्र. 2 ची वेळ : (फ्री) 21/12/2006 01:17 PM
शिवका क्र. 3 ची वेळ : (कबुली) 21/12/2006 01:18 PM
शिवका क्र. 4 ची वेळ : (ओळख) 21/12/2006 01:18 PM

दस्त नोंद केल्याचा दिनांक : 21/12/2006 01:18 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते इस्तुपेवज करून देणा-यांना व्यक्तीशः ओळखतात
व त्यांची ओळख पटवितात.

1) मितेश टक्कर-- , घर/फ्लॅट नः अंबाजी -

गल्ली/रस्ता: --

ईमारतीचे नाव:

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) अमोल कासार-- , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

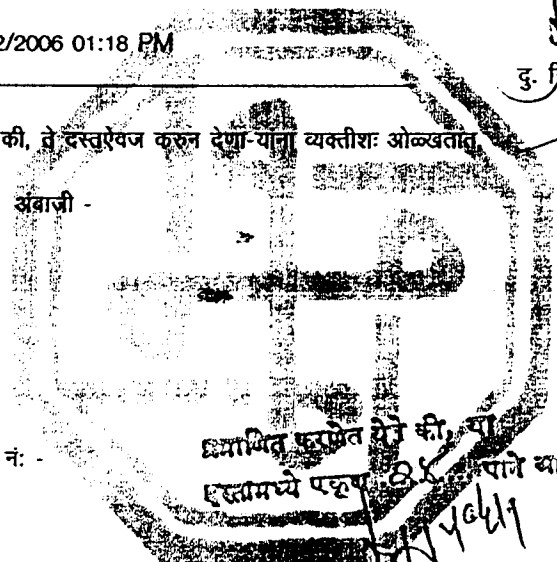
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



दस्तावेज फारफेल येणे की, या
दस्तावेज पकडणे बाबत
सह. मुख्य निबंधक अंधेरी क. २
मुंबई उपनगर जिल्हा

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

वदर-४/२४/२००६

पुस्त क्र.मां. १, क्रमांक ४२

दि.ंक: २९/१२/२००६

सह. मुख्य निबंधक अंधेरी क. २
मुंबई उपनगर जिल्हा



21/12/2006

दुय्यम निबंधकः

18:20 pm

अंधेरी 2 (अंधेरी)

दस्त गोषवारा भाग-1

वदर4

दस्त क्र 9499/2006

२३/२४

दस्त क्रमांक : 9499/2006

दस्ताचा प्रकार : अभिहस्तांतरणपत्र

क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा

1 नाव: मे/बाय डिझायन इंडिया प्रा लि तर्फे संचालक एस
के रामकृष्ण तर्फे कु मु म्हुणन नितिन सोमपुरा - -
पत्ता: घर/फ्लॅट नं: बेगलोर -
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: --
शह

लिहून घेणार

वय 53

सही

[Handwritten Signature]



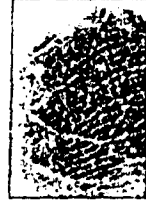
2 नाव: ईश्वरलाल एम शाह - - -
पत्ता: घर/फ्लॅट नं: वडाळा मु 31-
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: --
शहर/गाव:-
तालुका: -
पिन: -
पिन नम्बर: -

लिहून देणार

वय 84

सही

[Handwritten Signature]





Thursday, December 21, 2006

1:17:05 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 9564

गावाचे नाव मरोळ

दिनांक 21/12/2006

दस्तऐवजाचा अनुक्रमांक वदर4 - 09499 - 2006

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव: मे/-बाय डिझायन इंडिया प्रा लि तर्फे संचालक एस के रामकृष्ण तर्फे कु
मु म्हणन नितिन सोमपुरा - -

नोंदणी फी :- 10500.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 480.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (24)

एकूण रु. 10980.00

आपणास हा दस्त अंदाजे 1:31PM ह्या वेळेस मिळेल

दुय्यमनिबधक

बाजार मुल्य: 1049500 रु. मोबदला: 635040 रु.

भरलेले मुद्रांक शुल्क: 52480 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: ओय ओदी ;

डीडी/घनाकर्ष क्रमांक: 257640; रक्कम: 10500 रु.; दिनांक: 18/12/2006

DELIVERED