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Regard, Mrs. G. B. Lalias
Property 2, Keshy May

Agreement

THIS AGREEMENT made at Bombay this 12th day of July One Thousand Nine Hundred and seventy ~~one~~ ^{two} Between The READYMONEY PREMISES CO-OPERATIVE SOCIETY LIMITED a Society registered under the Maharashtra Co-operative Societies Act 1960 under No. BOM/HS2259 of 1970 having its Registered Office at Readymoney Mansion, Dr. Annie Basant Road, Worli, Bombay 18, hereinafter referred to as "the Society" (Which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include its Successor or Successors) of the First Part GENERAL FIBRE DEALERS PVT. LTD. a Private Limited Company governed under the Companies Act, 1956 and having its registered office at India Exchange, Calcutta hereinafter referred to as "the Company" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include its successor or successors in business and assigns) of the Second Part and

M/s Overseas Machinery Stores
C-18, Bhatia Building
Lt. Gupte Marg, Mahim,
Bombay-16

hereinafter referred to as "the Prospective Member" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs executors and administrators or Partner or Partners for the time being constituting the said firm their or his heirs, executors and administrators or its successor or successors in business or assigns) of the Third Part.

WHEREAS by an Agreement dated the 9th day of December 1969 made and entered into between the Company therein called the Vendor of the One Part and BIMAL KUMAR KANORIA the Chief Promoter of the Society therein called "the Purchaser" of the other part the Company has agreed to sell and the Chief Promoter has agreed to purchase for and on behalf of the Society all and singular the piece or parcel of land of foras tenure containing by admeasurement 6170 sq.yds equivalent to 5157 sq. meters or thereabouts together with the buildings and structures constructed and erected thereon situate at, lying and being at Dr. Annie Basant Road, Worli, Bombay-18., more particularly described in the Schedule thereunder written for the consideration and upon the various terms and conditions therein contained.

AND WHEREAS by a Supplemental Agreement dated the 3rd day of Jan. 1970 made and entered into between the Company therein called the Vendor of the One Part and the Chief Promoter therein called the Purchaser of the other part IT WAS MUTUALLY AGREED BY AND BETWEEN the parties thereto that a certain portion of the said property admeasuring 1170 sq.yds equivalent to 975 sq. meters or thereabouts with the structure standing thereon more particularly described in the Second Schedule thereunder written be excluded from the said Agreement for Sale dated the 9th day of December 1969 and accordingly the purchase price of the said property was proportionately reduced.

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AND WHEREAS the Society is desirous of modernizing and renovating the said property excluding the portion of the property excluded by the said Supplemental Agreement dated the 3rd day of January 1970 and convert the same into shops/show rooms/godown premises/flats/office premises (hereinafter for brevity's sake referred to as "the said works") AND WHEREAS the Society has proposed to modernise and renovate the portion of the said property and converting the same into shops/show rooms/godown premises/flats/office premises etc. and in that connection has entered into an Agreement dated the 5th day of October 1970 with the Company whereby the Company is in charge of all matters in connection with the modernisation renovation and conversion of the said property including receiving moneys from Prospective Members.

AND WHEREAS the Prospective Member is desirous of becoming a Member of the Society with a view that he/she/it/they may be allotted a ~~shop/show room/office premises/flat/godown premises~~ bearing No. 2 on the ~~Second~~ Floor of the said building AND WHEREAS the Company has been made a party to this Agreement and is executing the same by virtue of the powers and provisions contained in the hereinbefore in part recited Agreement dated the 5th day of October 1970 made and executed between the Society and the Company.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE Parties hereto as follows:—

1. The Prospective Member shall pay to the Company (on account of the Society) in the manner and within the time herein mentioned a sum of Rs.795/- ^{Rs. Seven thousand nine hundred and fifty one only} and in consideration thereof the Society shall allot and issue to the Prospective Member (at the time mentioned in Clause (3) hereof) five shares of the Society of the face value of Rs. 50/- each (i.e. of the total face value of Rs. 250).

2. ^{The aforesaid sum of Rs. 795/-} has been paid by the prospective member at the time of the execution of this agreement including the said sum of Rs.250/- being the total face value of 5 shares of the Society. The Company has put the prospective member in possession of the ~~shop /-showroom /-office premises /-godown premises /-flats~~ simultaneously with the execution of this agreement. The issue and allotment of the shares and certificates shall be made in due course.

PROVIDED THAT the Prospective Member shall be deemed as a Member of the Society and shall be bound by the bye-laws and regulations as such Member and shall be liable to contribute towards the possession of the premises to be allotted to the Prospective Member.

3. The Society agrees with the Prospective Member that on the Prospective Member paying to the Company (on account of the Society) the aforesaid amounts, in the manner specified in Clause 2 above, and subject to the Proviso thereunder the Society shall allot and issue to the Prospective Member the shares and Certificates of the face value mentioned in Clause 1 above and allot to the Prospective Member the aforesaid ~~shop/showroom/Office premises/flat/godown~~ premises and the Prospective Member shall subject to the Proviso to Clause 2 become a full fledged Member of the Society with and subject to all rights and obligations as mentioned in the bye-laws of the Society.

4. If the Prospective Member commits default in payment of any of the instalments aforesaid on their respective due dates (time being the essence of the contract) the Society and/or the Company shall be at liberty to terminate this Agreement in which event the Earnest Money or deposit paid by the Prospective Member to the Company shall stand forfeited, and the Society shall be liable to refund to the Prospective Member only the amounts of further instalments if any paid by ~~him/her/they/it~~ but not any other amount by way of interest or otherwise. On default being committed by the Prospective Member and on this Agreement being terminated by the Society and/or the Company as aforesaid, the Society and for the Company shall be at liberty to allot the said ~~shop/show rooms/flats/office premises/godown premises~~ in the said building to any other person or persons as the Society or the Company deems fit and the Prospective Member shall not be entitled to question the same or claim any right therein

5. On the Prospective Member becoming a full fledged member as contemplated by Clause (3) above, the Society shall, on completion of the works herein provided deliver to the Prospective Member (then a full fledged Member) vacant possession of the said ~~shop/showroom/office premises/godown premises/flat~~ in the said building and ~~he/she/they/it~~ shall then be entitled to hold the same in perpetuity subject to making payment of contribution of his/her/their/its proportionate share of the maintenance and other outgoings and taxes in respect of the said property and subject to ~~his/her/their/its~~ being liable to pay for the electricity gas/water and other energy and/or conveniences that may be made available in the said ~~shop/show room/office premises/godown premises/flat~~ in the said building. The Prospective Member shall pay to the Company for being kept deposited with the Society a sum of Rs. *Fifty only* as deposited towards the Municipal taxes payable by the Prospective Member in respect of the said ~~shop/show room/Office premises/godown premises/flat~~ in the said building and Rs. *Fifty only* as deposit in connection with the proportionate maintenance charges and other outgoings payable by the Prospective Member.

6. The liability of the Member to make the contribution contemplated by the last preceding clause, shall commence from the date ~~he/she/they/it~~ takes possession of the said ~~shop/show room/office premises/godown premises/flat~~ or within a week after notice is given by the Society or the Company to the Prospective Member that the said ~~shop/show room/office premises/godown premises/flats~~ is ready for use and occupation, whichever is earlier.

7. The Prospective Member declares that the premises hereby agreed to be acquired by ~~him/her/it/they~~ are acquired in, as is where is condition.

8. The Society declares that it shall under normal conditions carry out the said work of modernisation renovation as provided hereinabove, as per the plans and as may be sanctioned by the Municipal Corporation of Greater Bombay with such variations and/or modifications as the Society may consider

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necessary or as may be required by the Public Body or authority and the Prospective Member doth thereby grant its consent to such variations and/or modifications and to the works being carried out as mentioned above.

9. Possession of the said ~~shop/show room/office premises/godown premises/flat~~ is expected to be delivered by the Society to the Prospective Member latest by 31st March 1972. The Society shall not incur any liability if it is unable to deliver possession of the said ~~shop/show room/office premises/godown premises/flat~~ by the date aforesaid, if the completion of the Said Works is delayed by reason of non-availability of Cement and/or other building materials, or by reason of War, Civil Commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other Public authority and/or other cause beyond the control of the Society/Company.

10. The Prospective Member shall use the said ~~shop/show room/office premises/flat/godown premises~~ for storage/office/shop/business/residence or for any other purpose it is lawful but shall not use the same or any part thereof which may be or is likely to cause nuisance or annoyance to the owners or occupiers of other premises in the said property or to the owners or occupiers of the neighbouring properties or for any illegal or immoral purpose or for any other purpose which may be in contravention of the rules and regulations of the Society and any local body or authority or Government of Maharashtra AND the Prospective Member shall not store or keep in the said premises any goods of a hazardous or combustible nature or which may in any way affect or damage the said property or any part thereof.

11. The Prospective Member has satisfied ~~himself/herself/themselves/itself~~ in respect of the fixtures, fittings and amenities to be provided in the said building and in the said ~~shop/show room/office premises/godown Premises/flat~~.

12. The Prospective Member shall, from the date of possession, maintain the said ~~shop/show room/office premises/godown premises/flat~~ at his/her/their/its costs in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said building or the said ~~shop/show room/office premises/godown premises/flat~~ staircase and common passages etc. which may be against the rules or bye-laws of the Society, Municipality or any other authority nor shall the Prospective Member change, alter or make additions in or to the said ~~shop/show room/office premises/godown premises/flat~~ or to the building or any part thereof without the consent in writing of the Society. The Prospective Member shall be responsible for any breach of this provision.

13. The Prospective Member confirms having seen the copies of the under-mentioned documents and agrees to the terms thereof.

- (a) Agreement of Sale dated the 9th day of December 1969 between the Company and the Society.
- (b) Supplemental Agreement dated 3rd January 1970 between the Company and the Society.
- (c) Printed Bye-Laws of the Society.

14. The Prospective Member agrees to contribute (whenever demanded by the Society or the Company) ~~his/her/their/its~~ proportionate share, as determined by the Company or the Society, in respect of the following :—

- (a) Water meter deposit, if required to be paid to the Bombay Municipal Corporation;

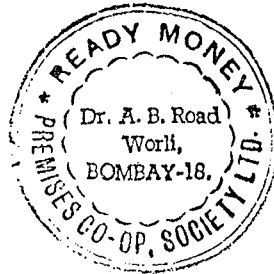
Signature

- (b) Deposit, if any, payable for electric meters and
- (c) Deposit if required by the B.E.S.T. Undertaking or other authority for the individual meter for each flat/office/shop/godown/show-rooms etc. and
- (d) Any other amount or amounts as may be determined by the Society or Company towards payment of outgoings.

15. The Prospective Member shall pay two per cent to M/s. L. U. ADVANI & CO. as commission on the consideration value. Such amount shall be payable by the Prospective Member to M/s. L. U. Advani & Co. in such instalments and on such dates as may be mutually agreed but in any event not later than the date on which possession of the said shop/showroom/office premises/godown premises/flats handed over to the Prospective Member.

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

(THE COMMON SEAL of the READYMONEY PREMISES CO-OPERATIVE SOCIETY LTD.)



is hereunto affixed in the presence
of Mr. Bimal Kumar Kanoria

Mr. Satya Narain Agarwal

the former being the Chairman of the Society and the later being the Hon. Secretary of the said Society who have respectively set and subscribed their signatures hereto in the presence of . . .

Mr. Shiv Shankar Khaitan

Shiv Shankar Khaitan

[Signature]
Agarwal

Signed Sealed and Delivered by withinnamed For The General Fibre Dealers Eriena Ltd.
GENERAL FIBRE DEALERS PRIVATE LIMITED.

in the presence of

Mr. Shiv Shankar Khaitekar

Shagannad

Constituted Attorney.

Shiv Shankar Khaitekar

SIGNED SEALED & DELIVERED by the
withinnamed
M/s Overseas Machinery Stores

for Overseas Machinery Stores,

Harin V. V.

Proprietor.



The Prospective Member in the
presence of

Mr. Babulal Biyani

Mr. J. P. Tibrewala

[Handwritten signatures and marks]

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land of the Foras Tenure being a portion of a large piece of land called Dorachi Khar and containing by admeasurement 5000 (Five thousand) square yards i. e. 4182 sq. metres or thereabouts and registered in the Books of the Collector of Land Revenue under old No. 1 New No. 12768 and New Survey No. 1-2/3366 1/3366 and Cadastral Survey No. 2/123 of the Lower Parel Division together with dwelling house and all buildings and other structures standing or lying thereon assessed along with other land by the Municipality of Bombay under C Ward Nos. 66(2-2A), 66(2AA), 66(28), 66(3), 66(3A), 66(4) and 67 and street Nos. 31-31A, 31B, 66BC, 27C, 27CA 25C and 27A and which said premises situate at Dr. Annie Besant Road, Worli (formerly known as Mahaluxmi Road) in the Registration Sub District of Bombay and bounded as follows, that is to say, on or towards the East by a Common passage and by the property excluded by the Supplemental Agreement dated 3rd January 1970 and beyond that by the properties of Waman Sadashiv Shivram Harishchandra and others, on or towards the West by Worli or Mahaluxmi Road, leading to love grove pumping station, on or towards the North by the Burial Ground and on or towards the South by the property of Khatao Bin Ebrahim.

Co Ltd.

Attorney.

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DATED THE 12th DAY OF July 1972

THE READMONEY PREMISES
CO-OPERATIVE SOCIETY LTD.

AND
M/s Overseas Machinery Stores

Shop No. X

Godown No. X

Office Premises No. 2

Flat No. X

on Floor Second

AGREEMENT

with Prospective Member.

M/s. DIKSHIT MANEKLAL & CO.
Attorneys-at-Law.

10RS.



प्रधान मुद्रांक कार्यालय, मुंबई

22 NOV 1990

दिनांक

एवंश्री/श्री./श्रीमती

Panatron

..... यांचा व्यापार मुद्रांक

..... चा विक्रय.

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AGREEMENT

This AGREEMENT made and entered at Bombay on this 22nd day of November 1990 between MR. HARINDER SINGH PATHEJA on behalf of Ms. SONIA PATHEJA (Minor) and Mr. KULWANT SINGH PATHEJA, BOMBAY, hereinafter referred to as "THE SELLERS" (which expression shall unless it be repugnant to the context and/or meaning thereof shall mean and include and be deemed to include their successor or successors in business and assigns) of the ONE PART AND M/S PANATRON, a partnership concern with MR. KAMLESH R. NIHALANI and MR. RAKESH R. NIHALANI as partners, having its registered office at 8/33-34, Grant Building, Arthur Bunder Road, Colaba, Bombay-400 005, hereinafter referred to as "THE PURCHASERS" (which expression shall mean and be deemed to include their/its successor or successors in business and assigns) of the OTHER PART WHEREAS the sellers are the holders of Five fully paid shares of Rs. 50/- each in readymoney

Premises Co-op Society bearing shares no. 146 to 150, certificate no. 20 and pursuant thereto have been allotted by the said society office no. 2 on the 2nd floor of the said society (hereinafter briefly referred to as the said office) at 167, Dr. Annie Besant Road, Worli, Bombay-400 018.

AND WHEREAS the sellers have agreed to transfer and assign unto the purchaser their said shares alongwith their right, title and interest in the said office premises for a sum of Rs. 3,20,000/- (RUPEES Three lacs Twenty thousand only) and have accordingly agreed to transfer to the purchaser the above mentioned shares numbering 146 to 150, certificate no. 20 for the above consideration.

AND WHEREAS the parties hereto are desirous of reducing in writing the terms and conditions of the said agreement.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The seller shall sell, transfer and assign and the purchaser shall acquire from the seller all and every singular shares, right, title and interest in the office no. 2 on the second floor of the said building known as Readymoney Terrace situated at 167, Dr. Annie Besant Road, Worli, Bombay-400 018, as also the said 5 shares no. 146 to 150 in the said society known as Readymoney Premises Co-Operative Society Ltd. for the total price of Rs. 3,20,000/- (Rupees Three lacs twenty thousand only) inclusive of the price of the 5 shares stated above.

2. The purchaser shall pay all the municipal and property taxes of the society from 1.10.90 onwards. The purchasers hereby agree and undertake to pay to the seller the said purchase price on or before the execution of this agreement such payment being the essence of the agreement.

3. The seller hereby covenants with the purchaser as under:

a) That the seller is the owner of the said office and that no other person or persons has or have any right, title or interest property claim or demand of any nature whatsoever into or upon or against the said premises either by way of sale, agreement, charge, lien, gift, inheritance, easement, lease, license or otherwise.

b) That notwithstanding any act, deed, matter or thing whatsoever by the seller or any person or persons, lawfully or equitably claiming by, from, through, under or in trust for or made done committed or omitted or knowingly suffered to the contrary, the seller has good right, full power and absolute authority in their own right to make the assignment hereby agreed to be made in favour of the purchasers aforesaid AND THAT its allotment of the said premises is valid and subsisting in law and that the seller has not done, committed or omitted to do any act, deed or thing whereby the allotment of the said premises may be rendered void or voidable for any reasons or on any account.

c) That the purchasers shall be entitled to peacefully and quietly occupy, use, possess and enjoy the said premises without any eviction, interruption, claim or demand whatsoever from the seller or any person or persons lawfully or equitably claiming by from through under or in trust for it.

4. The sellers have agreed that they shall obtain the permission and sanction of the Managing committee or of the requisite body of the said society as the case may be for the transfer of the said premises in favour of the said purchasers and the allotment and/or transfer of the above mentioned shares in the society to the name of the purchaser.

5. The purchasers agree to pay regularly to the said society all monthly outgoings including municipal taxes, water charges, and all other taxes and charges payable in respect of the said premises from 1.10.90 as also abide by the bye-laws of the society, and the rules and regulations prescribed from time to time by the Managing committee and to indemnify the sellers from ⁻¹¹⁰⁵ any claims, demands, charges, losses or expenses as may be incurred by the sellers on account thereof.

6. This agreement of sale is pursuant to the leave and license rental agreement dated 1st day of February 1990.

7. The sellers agree that the LEAVE AND LICENSE AGREEMENT for the said office entered into between the SELLER and the PURCHASER stands terminated as on 1.10.90

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seals on this day.

Signed sealed and delivered by
the SELLERS
HARINDER SINGH PATHEJA ⁻¹¹⁰⁵ on
behalf of SONIA PATHEJA
(Minor) ^{Kulwant/sonia}
and
KULWANT SINGH PATHEJA

WITNESS ^{Dr. J. D. RAI} J. D. RAI

Signed sealed and delivered by
the PURCHASERS
M/s PANATRON with
MR. KAMLESH R. NIHALANI
and
MR. RAKESH R. NIHALANI ^{R. R. Nihalani}
as partners.

WITNESS
^{R. R. Nihalani}
(O. F. Nihalani)

