

By. Adv. Rs. 22000/- Seventy two thousand only

For Superintendent of Stamps
Bombay

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THIS INDENTURE made at Bombay this 6th day of
~~March~~ ^{APRIL} One Thousand Nine Hundred and Eighty Eight.
BETWEEN M/S PATEL BROTHERS SERVICES AND ENGINEERING
PRIVATE LIMITED, a Company incorporated under the
Companies Act, 1956 and having its Registered Office
at Elphinston Building, 6 Veer Nariman Road,
Bombay 400 001, hereinafter referred to as "THE VENDORS"
(Which expression shall, unless repugnant to the
context or meaning thereof, mean and include their
successors and assigns) of the ONE PART and M/S AUTO
PACK MACHINES PRIVATE LIMITED, a Company incorporated
under the Companies Act, 1956 and having its Regis-
tered office at 101-C, Poonam Chambers, 1st floor,
Dr. Annie Besant Road, Worli, Bombay 400 018, herein-
after referred to as "THE PURCHASERS" (which expression
shall, unless repugnant to the meaning or context
thereof mean and include its successors and assigns

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of the Other Part);

WHEREAS by an Indenture of Lease dated 12th May, 1981 entered into between the Maharashtra Industrial Development Corporation, therein and hereinafter called "THE LESSOR" of the One Part and the Vendors, therein called "THE LESSEE" of the Other Part and registered with the Sub-Registrar of Assurances at Bombay on the 21st July, 1981 under Registration No.R-1365/81 in Book No.1 in consideration of the rent and on the terms and conditions and covenants contained therein, the Lessor demised unto the Vendors All that piece or parcel of land hereditaments, being Plot No.18 in Phase II of the Industrial Estate set up by the Lessor at Sagaon known as Dombivili Industrial Estate, situated in Village Sagaon within the registration Sub-District of Kalyan, Thane District, admeasuring about 2711 Sq.Mtra., more particularly described in

the First Schedule thereunder written and also in the First Schedule hereunder written and delineated on the Plan thereof hereto annexed and also annexed to the said Indenture of Lease together with all rights, easements and appurtenances thereto belonging to except and reserved unto the Lessor of mines and minerals under the said land or any part thereof to hold the said land and the demised premium unto the Lessor subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the Rules made thereunder from time to time for the term of 87 years with effect from 4th March, 1980 with an option to the Vendors, the Lessee to get the said Lease renewed for a further term of 80 years without any payment of extra premium and at the same rent covenants provisos and stipulations contained in the said Indenture of Lease except Clause for renewal of the said Lease;

AND WHEREAS on the said plot of land a structure has been built by the Vendors which has a built up area of 622 sq. metres as per the Plan hereto annexed;

AND WHEREAS under an Agreement dated 17th December, 1987 entered into between the Vendors and the Purchasers, the Vendors have agreed to sell to the Purchasers all their right, title, interest and claim in the said land and the structure under the aforesaid Indenture of Lease dated 12th May, 1981 but excluding the machinery and plant which are to be removed by the Vendors without damaging the structure, for a consideration of Rs.9 Lakhs out of which a sum of Rs.2 Lakhs was paid as earnest money under the said Agreement;

... [Signature]

[Signature]

AND WHEREAS the Lessor, i.e. the Maharashtra Industrial Development Corporation, has by their Order dated 17th March, 1988, accorded approval for the proposed transfer and assignment of the Vendor's right, title and interest in the said land and the structure to the Purchasers on the payment of differential premium of Rs.3,09,500/- unto the said Maharashtra Industrial Development Corporation;

AND WHEREAS as provided in the said Agreement and at Vendor's request and on Vendor's behalf, the Purchasers have paid to the Maharashtra Industrial Development Corpn for transfer of the right, title and interest of the Vendors in the said premises to the Purchasers the aforesaid sum of Rs.3,09,500/- to be set off against Rupees 9 Lakhs.

AND WHEREAS the Purchasers have paid to the Vendor's another sum of Rs.3,00,000/- on 23rd March 1988;

AND WHEREAS the Vendors have agreed to execute this Deed of Indenture on payment of the balance consideration of Rs.2,90,500/- (Rupees Ninety Thousand and Five Hundred only) which the Purchasers have paid to the Vendors under this Deed, the receipt whereof the Vendors hereby admit and acknowledge;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs.9 Lakhs paid by the Purchasers to the Vendors as aforesaid on or before the execution of these presents, the payment and receipt whereof the Vendors doth hereby admit and acknowledge and of and from the same and every part thereof doth release and discharge the Purchasers for ever, the Vendors doth hereby assign and transfer unto the Purchasers all and singular the

land hereditaments and premises being Plot No.118 in Phase II of the Dombivili Industrial Estate, situated at Village Sagaon within the Registration Sub-District of Kalyan, District Thane, containing by admeasurement 2711 sq.mtrs., or thereabout with the structures standing thereon more particularly described in the First and Second Schedules hereunder written comprised in and expressed to be demised by the said Indenture of Lease dated 12th May, 1981 which land and the structure jointly for brevity's sake are hereinafter referred to as "the said premises" together with buildings, erections, fixtures, ways, passages, lights, sewers, drains, rights easements and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging or with the same now or heretofore used, occupied or enjoyed, or reputed or known as part or parcel thereof or appurtenant there to and all the estate, right, title, interest, property, claim and demand of the Vendors in to or upon the said land/premises thereof TO HAVE AND TO HOLD the said premises herein before expressed to be hereby assigned and transferred unto the Purchasers henceforth for all the residue now unexpired of the Lease dated 12th May, 1981 and renewal thereof subject nevertheless henceforth to the payment of the rent and the performance and observance of the covenants and agreements on the part of the Lessee and conditions by and in the said Lease reserved and contained AND the Vendors DO AND EACH OF THEM DO TH hereby covenant with the Purchasers that notwithstanding any act or things by the Vendors done omitted or knowingly suffered the said Lease is now a valid and subsisting lease of the said land

W. B. & Co. Ltd.

Shree. Hari

hereditaments and premises hereinbefore expressed to be hereby assigned and is in no wise forfeited, surrendered, or become void or voidable AND THAT the rent and covenants and agreements on the part of the Lessee, and Vendors and conditions by and in the said Lease reserved and contained have been duly paid, observed and performed upto the day of the date of these presents AND THAT notwithstanding any such act or things as aforesaid, they, the Vendors now have full power to assign and transfer all and singular the said land hereditaments and premises hereinbefore expressed to be hereby assigned and transferred unto the Purchasers, for all the residue now unexpired of the said term of 85 years in manner aforesaid; AND FURTHER that it shall be lawful for the Purchasers at all times hereafter during the residue of the said term quietly to enter into and upon and hold and enjoy the said land hereditaments and premises and every part thereof, and to receive the rents and profits thereof without any interruption, claim or demand whatsoever by the Vendors or any person or persons claiming or to claim through under or in trust for them : AND THAT Free and absolutely discharged from or otherwise by the Vendors sufficiently indemnified against all estates incumbrances claims and demands whatsoever created made or suffered by the Vendors or any person or persons claiming or to claim through under or in trust for them or any of them AND FURTHER that they the Vendors and every other person having or claiming any estate, right, or interest at law or in equity, in or to the said land hereditaments and premises or any part thereof through under or in trust for them or any of them will at all times hereafter or any part thereof at the cost

of the Purchasers execute and do all such assurances and acts whatsoever for the further or more effectually assigning or assuring and transferring the said land hereditaments and premises and every part thereof unto the Purchasers for all the residue which shall be then unexpired of the said term as by the Purchasers "DO HEREBY COVENANT" with the Vendors and as a separate covenants with each of them that they the Purchasers will henceforth during the continuance of the said term, pay the rent and observe and perform all the covenants and agreements on the part of the Lessee and conditions by and in the said Lease reserved and contained, and will at all times keep the Vendors and their respective heirs, executors and administrators effectually indemnified against all actions and other proceedings costs, damages, expenses, claims and demands whatsoever by reason or on account of the non-payment of the said yearly rent of Rupee One or any part thereof or the breach, non-performance or non-observance of the said covenants agreements and conditions or any of them.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals at Bombay the day and year first hereinabove written:

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land known as Plot No.13 in Phase II of the Dombivili Industrial Estate, situated at Village Sagan within the Registration Sub-District of Kalyan District Thane, containing by admeasurement 2711 square metres or thereabouts and bounded as follows, that is to say:- on or towards the North by Plot No.19, on or towards the South by Plot No.17, on or towards the East by Road

[Handwritten signatures]

Estate Road and on or towards the West by Gaothan and which said piece of land is delineated on the plan annexed to these presents by red.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A building of a ground floor with a small office with toilet and factory shed with foilets for workers, the built are being about 622 square metres about 6700 square feet situated on the land described in First Schedule above having rubble masonry load-bearing external walls and partition walls for the office and toilet portions. The factory shed has M.S. Girders with north-light trusses for roof, covered with asbestoes cement and the office portion has a R.C.C. flat terrace. There are sanitary, plumbing and electric installations. There is a compound wall having a gate.

The Common Seal of PATEL BROTHERS)

SERVICES & ENGINEERING PRIVATE LTD))

is hereunto affixed pursuant to)

the Resolution passed at the meet-))

ing of its Board of Directors)

held on 4th day of ~~March~~ ^{APRIL} 1988 in)

the presence of Shri SHIVAK PATEL)

its Director, who has affixed his)

signature hereto in the presence)

of)

One Common Seal of AUTOPACK)

MACHINES PRIVATE LIMITED is here-))

unto affixed pursuant to the)

Resolution passed at a meeting)

of its Board of Directors held)



on the 5th day of ~~March~~ ^{APRIL} 1988)
 in the presence of Shri K.P.)
 BALACHANDRAN its Director
 who has affixed his signature)
 hereto in the presence of)

Balachandran

K.P. Balachandran

Received of and from the within named)
 Purchasers the Sum of Rs.9,00,000/-)
 (Rupees Nine Lakhs) only made up of)
 the sum of Rs.2,00,000/- paid as)
 earnest money under the Agreement)
 dated 17th December 1987,)
 Rs.3,09,500/- paid to the Maharash-)
 tra Industrial Development Corpn as)
 differential premium under receipt)
 dated 14/3/88, Rupees 3,00,000/-)
 paid on 23rd March 1988 and)
 Rs.90,500/- paid hereunder being)
 the full consideration payable by)
 them to us.)

WITNESS

WE SAY RECEIVED :

P. S. Patel
 (P. S. PATEL)

Balachandran

Balachandran

Balachandran

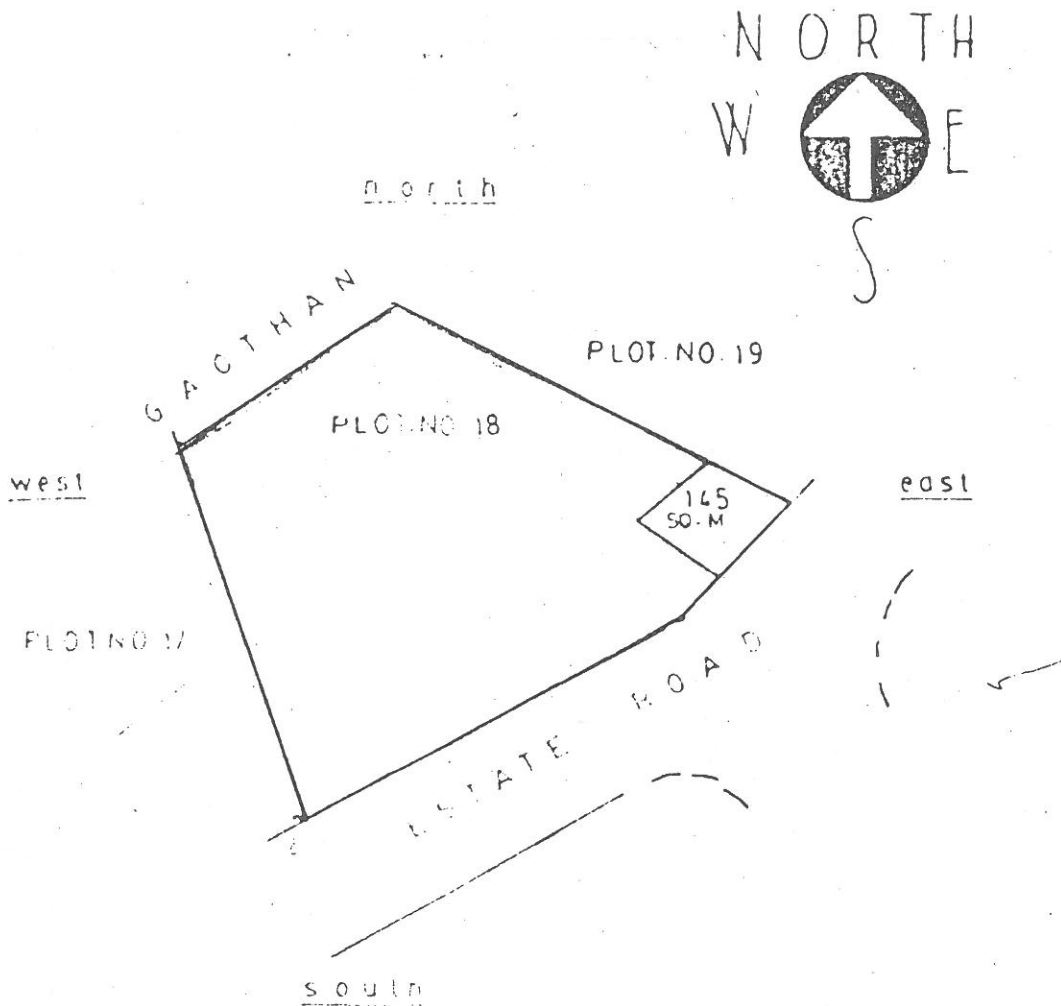
PLAN
OF
THE PROPERTY
BEARING PLOT NO. 18. AT
DOMBIVALI INDUSTRIAL AREA

PHASE II
VILLAGE SABAON TALUKA KALYAN DISTRICT THANE

ADMEASURING 271150.M.

BOUNDARY COLOURED RED

SCALE 1CM=1M



Handwritten signatures and notes at the bottom left of the plan.

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362

सुप्रीम नंबर ११ व १२ के अंतर्गत १३९ नवंबर १९३९

११ तारीख २

३ बांधकाम के दस्तावेज दुय्यम निबंधक के कार्यालय में दर्ज हैं।

7 ~~Handwritten signature~~

मीदगी	१०००
शेरे	१
नक्कल (१)	१
जादा (कलम १०)	१
जादा नक्कल (१)	१
हजवात	१
पादी	१
फाईलिंग	१
माल	१

एकूण १००४

JAMES

दुय्यम निबंधक, मुंबई, हे अपिलाची सुनावणी करण्याखेरी निबंधकाचे सर्व अधिकार असलेला.

पत्र
१३९१/११/१३
१९३९

JAMES दुय्यम निबंधक, मुंबई

१) श्री डा. वि. क. पटेल, वरिष्ठ
 २) श्री. ...
 ३) ...
 ४) ...
 ५) ...
 ६) ...
 ७) ...
 ८) ...
 ९) ...
 १०) ...



अधिकृत ...

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१९९२
 ७३९१/१२/१३
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 २०२२ २०२२ २०२२
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७३९१/१२/१३
 १९९२

हं दोषे वरील दस्तऐवज करून देणाऱ्यास ओळखत असल्याचे सांगताम व त्याची ओळख देतांम.

१. *[Signature]*
 २. *[Signature]*
 जामदार

१११५ दुय्यम निबंधक, मुंबई



नागरी जमीन मर्यादा कायदा १९७६ दि.१९७९
 कलम २७ अन्वये डिप्लोमा फॉर्म गेऊन
 दस्तऐवज नोंदणी पद्धती पाठविला.
 दिनांक २६-११-९३

दुय्यम निबंधक, मुंबई

१. मा. कलम २७ अन्वये/दस्तऐवज/तहसिलदार
 उपचलित नोंदणी पद्धती व सुधारणा...
 यांचे फॉर्म... दि. १९/११/९३... अन्वये या
 दस्तऐवज... यांचे याच कामातपुरण रुपये.....
 यांचे याच कामात पारि पट्टा, रकमवर कमी
 भरणी... ५००/- देण रुपये २५०/-
 व याच कामात रुपये..... याच कामात
 अनुक्रमे ७८६५५७ दिनांक १५/११/९३ रोजी
 वसूल करण्यात आला.

दिनांक... २६/११/९३

दुय्यम निबंधक, मुंबई

Handwritten notes in the left margin, including the word "मान" (Maan) and other illegible scribbles.

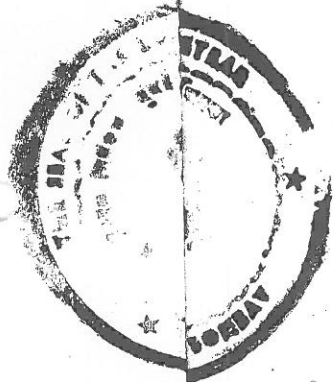
93
932

पुस्तक
१३९१/१३/१३
११ १२



दीर्घकाल १३-९/१२
पुस्तक क्रमांक १ क्रमांक १२
दीर्घकाल.
दारीच : १२/१२

दुसरा मंडळ, मंडई
अधिकाारी सुनायणी कर मंडळीत
विशेषकाचे मंड अधिकार मंडळ



DATED THIS 26th DAY OF ~~MARCH~~ APRIL 1988

Bohn

M/S. PATEL BROTHERS SERVICES AND ENGINEERING PVT. LTD.

TO

M/S. AUTO PACK MACHINES PVT. LTD.

ITX / 37 G / 100 ←

↑ 9359

9359

R / Sagaur - Kalyan - Thane

Conveyance Deed

A. 900 000/-

ITX-Released on 13/8/93

CONVEYANCE

RF 5000

65

5065

21/137

~~21/137~~

~~21/137~~

~~21/137~~

21/137

2/6/48

~~2/6/48~~

K.K.V. Kurup
Advocate, High Court
32, Apollo St., Fort
Bombay 400 023