

372, Share x

Unit No.

372

Member's Reg. No.

105

Certificate No.

091

Shah & Nahar Industrial Premises [A - 2] Co - Operative Society Limited.

Dhanraj Mills Compound, Sitaram Jadhav, Marg Lower Parel, Bombay 400 013

Registration No. BOM / W/G - S/GNL/(O)/490/88-89 of 1988 Dtd. 30.8.1988

SHARE CERTIFICATE

This is to Certify that Shri / Smt / Messrs. Cliff Industries

are the Registered Holder/s of 10 (Ten only)

Shares of Rs. 50/- each numbered 656 to 665 (both inclusive) in **SHAH & NAHAR INDUSTRIAL PREMISES**

(A-2) CO - OPERATIVE SOCIETY LIMITED subject to the Bye - laws of the said Society and that upon each such Share the sum of Rs. 50/- (fifty) has been paid.

Given under The Common Seal of the Society at Bombay, this 15th day of December 1988


Mg. Committee Member


Hon. Secretary

CI

373, Gala
Share Cert.

Unit No.

373

Member's Reg. No.

106

Certificate No.

092

Shah & Nahar Industrial Premises [A - 2] Co - Operative Society Limited.

Dhanraj Mills Compound, Sitaram Jadhav, Marg Lower Parel, Bombay 400 013

Registration No. BOM / W/G - S/GNL/(O)/490/88-89 of 1988 Dtd. 30.8.1988

SHARE CERTIFICATE

This is to Certify that Smt. Smt. Messrs. Cliff Industries

are the Registered Holder/s of 10 (Ten only)

Shares of Rs. 50/- each numbered 666 to 675

(both inclusive) in **SHAH & NAHAR INDUSTRIAL PREMISES**

(A-2) CO - OPERATIVE SOCIETY LIMITED subject to the Bye - laws of the said Society and that upon each such Share the sum of Rs. 50/- (fifty) has been paid.

Given under The Common Seal of the Society at Bombay, this

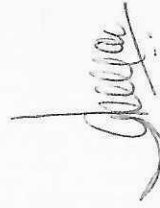
15th day of December 1988



Mfg. Committee Member



Hon. Secretary



Chairman

Unit No.

374

Member's Reg. No.

107

Certificate No.

093

Shah & Nahar Industrial Premises [A - 2] Co - Operative Society Limited.

Dhanraj Mills Compound, Sitaram Jadhav, Marg Lower Parel, Bombay 400 013

Registration No. BOM / W/G - S/GNL/(O)/490/88-89 of 1988 Dtd. 30.8.1988

SHARE CERTIFICATE

This is to Certify that Shri Smt. / Messrs. Cliff Industries is/are the Registered Holder/s of 10 (Ten only)

Shares of Rs. 50/- each numbered 676 to 685 (both inclusive) in **SHAH & NAHAR INDUSTRIAL PREMISES**

(A-2) CO - OPERATIVE SOCIETY LIMITED subject to the Bye - laws of the said Society and that upon each such Share the sum of Rs. 50/- (fifty) has been paid.

Given under The Common Seal of the Society at Bombay, this 15th day of December 19 88.


Mg. Committee Member


Chairman

Hon. Secretary

RECEIVED From

M/s. S.K. Exports

Duty Rupees

1182500/- Eleven lakh

~~Eighty Two thousand five hundred~~

CERTIFIED under Sec. 41 of the Bombay Stamp

Act, 1958 that the proper stamp duty Rupees 1182500/-

Rs. Eleven lakh Eighty Two thousand

~~Five hundred and penalty Rupees 300/-~~

~~Three hundred only~~

have been paid in respect of the instrument

Art: 25(B)



Deed of RTI
02-06-199

COLLECTED



DEED OF TRANSFER

THIS DEED OF TRANSFER is made at Bombay this day of 2nd June 1995 BETWEEN SMT. USHA ATUL SHAH, an Indian Hindu Inhabitant of Bombay age about years carrying an Business of Manufacturing Electrical fittings in the name & style of M/S. CLIFF INDUSTRIES as a Sole Proprietor thereof residing at B-2/20, Prithvi Apartments, 21, Altamount Road, Bombay - 400 026, having her Office and place of business at present at Unit Nos. 372, 373 and 374, on III Floor, Shah & Nahar Industrial Estate (A-2), Dhanraj Mill Compound, S.J. Marg, Lower Parel, Bombay 400 013 hereinafter referred to as "the Transferor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of the One Part AND M/S. S.K. EXPORTS, a registered partnership firm registered with the Registrar of Firms at Bombay under No. VA 36319 dated 23rd April 1990 having their registered office and place of business at present at Unit No. 370, 3rd Floor, Shah & Nahar Industrial Estate (A-2), Dhanraj Mill Compound, S.J. Marg, Lower Parel, Bombay - 400 013 as represented by the present Partners (1) SHRI SANJAY JAWAHAR KHANNA (2) SAILESH JAWAHAR KHANNA hereinafter referred to as "the TRANSFEREES" (which expression unless it be repugnant to the context or meaning thereof be deemed to include their partners or partner

for the time being the survivors or survivor of them the heirs, executors, and administrators of the last survivor and their his or her assigns) of the Other Part.


WHEREAS

A. The Transferor is a registered member of "Shah & Nahar Industrial Premises (A-2) Co-operative Society Limited" a Society registered under Maharashtra Co-operative Societies Act of 1960 under Registration Certificate No. BOM/W/G-S/GNL/(0)/490/88-89 of 1988 dated 30th August 1988 and having its registered office at Shah & Nahar Industrial Estate (A-2), Dhanraj Mill Compound, S.J. Marg, Lower Parel, Bombay - 400 013 hereinafter referred to as "the said Society" and is the owner of 15 (fifteen) shares of the face value of Rs.50/- each of the aggregate value of Rs.750/- (Rupees Seven Hundred & Fifty only) bearing distinctive numbers as follows: -

<u>FOR UNIT NO.</u>	<u>CERTIFICATE NO.</u>	<u>SHARE NOS.</u>
372	091	656 TO 665
373	092	666 TO 675
374	093	676 TO 685

(hereinafter referred to as "the said Shares") and which Share Certificate stand in the name of the Transferor and as incidental thereto the Transferor has been allotted the use and occupation of Unit No. 372 (admeasuring about 725 Sq. Ft. of built-up area), Unit No. 373 (admeasuring about 830 Sq.Ft. built-up area) and Unit No. 374 (admeasuring about 810 Sq. Ft. built-up area) on the third floor of the building Shah & Nahar Industrial Estate (A-2) (bearing C.S.No. 159 of Lower Parel Division) located at Dhanraj Mill Compound, S.J. Marg, Lower Parel, Bombay - 400 013 in the Registration District and Sub District





B. By a Memorandum of Understanding (MOU) dated 23rd February 1995 made by and between the Transferor and the Transferees herein (referred to as the Intending Transferor and the Intending Transferees therein) the Transferor agreed to sell, transfer and assign unto the Transferees the said Shares bearing distinctive numbers as hereinabove recited of the said Society alongwith all their legal benefits consequences and incidents thereto to use, own and occupy Unit Nos. 372, 373 and 374 at and for the aggregate price of Rs. 1,18,25,000/- (Rupees One Crore Eighteen Lakhs Twenty five Thousand only) and on the terms and conditions contained therein.

C. In pursuance of the said MOU the Transferees had paid to the Transferor a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as and by way of earnest money.

D. Pursuant to the said MOU the Transferor and the Transferees made an application in the prescribed form No. 37-1 to the Appropriate Authority under Chapter XXC of the Income Tax Act 1961 for permission to transfer the said shares and incidental thereto the Transferor's right title and interest in to over and upon the said Unit Nos. 372, 373 and 374. The Appropriate Authority has now granted its No Objection Certificate under Section 269UL (3) of the Income Tax Act 1961 for the said transfer vide its letter dated 15th May 1995 under Ref.No. Appropriate Authority/BOM/Cert/17819/95-96. The said No Objection Certificate is in original annexed hereto and marked "Annexure A".

E. Pursuant to the application made by the Transferor the said Society has by its letter dated 2nd JUNE 1995 granted its No Objection to the transfer of Society's Shares and sale of the said Unit by the Transferor to the name and in favour of the Transferees.

F. The Transferees have called upon the Transferor to transfer and assign the said Units and Shares to the Transferees which the Transferor has agreed to do in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY
AGREED DECLARED CONFIRMED AND RECORDED BY AND BETWEEN
THE PARTIES HERETO AS FOLLOWS:

1. The Transferor hereto grants, assigns and Transfers to the Transferees and the Transferees take over and acquire from the Transferor her right title and interest in the said Unit Nos. 372, 373 and 374 (admeasuring about 725, 830 and 810 Sq. Ft. respectively of built-up area) on the third floor of the building called Shah & Nahar Industrial Estate (A-2) together with the said shares of the said Society described above and all benefits attached thereto with the right to hold, use and occupy the said Units and with the right to become member of the Society.
2. In consideration aforesaid the Transferees have on or before the execution of these presents paid to the Transferor a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as and by way of earnest money and on execution hereof have paid balance sale consideration of Rs. 1,08,25,000/- (Rupees One Crore Eight Lakhs Twentyfive thousand only) aggregating in all to Rs. 1,18,25,000/- (Rupees One Crore Eighteen Lakhs Twenty Five Thousand only) the receipt whereof the Transferor doth hereby admit and acknowledge and of and from the same doth hereby forever acquit release and discharge the Transferees for ever.



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(b) (vi) Application to B.E.S.T. undertaking for transfer of electric meters to the name and in favour of Transferees.

(b) (vii) I.T.O.'s letter dated to the Sub Registrar, Bombay forwarding Tax Clearance Certificate under Section 230A Income Tax Act for these presents.



5. All municipal taxes, maintenance charges, out goings including increase if any relating to the said Units for the period after the date hereof shall be paid by the Transferees. However, the same viz, maintenance charges municipal taxes and other outgoings in respect of the said Units including increases if any in respect thereof for the period upto the date hereof shall be borne and paid by the Transferor alone and if need be the same shall be apportioned between the Transferor and the Transferees.

6. The Transferees agree and undertake to abide by all the rules and regulations and bye-laws of Shah & Nahar Industrial Premises (A-2) Co-operative Society Limited and not to create nuisance to the other occupants and to pay regularly all outgoings as fixed by the Society.

7. The Transferor hereby declares represents and covenants with the Transferees that:

(a) Save and except the Transferor no other person or party has any right, title, interest, claim or demand in to or upon the said Units and the said shares issued by Shah & Nahar Industrial Premises (A-2) Co-operative Society Ltd. or any part thereof either by way of sale, exchange, mortgage, gift, tenancy, inheritance, possession, lien or otherwise howsoever.

(b) The Transferor has not done omitted or knowingly suffered or been party or privy to any act deed or thing whereby the Transferor is prevented from transferring her right, title and interest in the said Units and the said shares whereby the same are or can or may be charged, incumbered or prejudicially affected in estate title or otherwise.

(c) The Transferor shall at the request of the Transferees sign execute and deliver all such deeds, documents, instruments and writings, quarantees and/or indemnities as may hereafter be required by the Transferees from time to time for the purpose of effectually transferring the said Units and shares to the name and in favour of the Transferees and perfecting their title to the same in all respects.

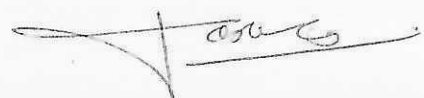
8. The Transferor and the Transferees both have agreed to bear and pay equally the transfer fees or other contribution to the said Society for transfer of the said shares and the said Units in favour of the Transferees.

9. The Transferor hereby further agrees to pay brokerage @ 2% on the agreement value to Shri YOGESH - MENTA

10. Stamp duty and registration charges on these presents shall be borne and paid by the Transferees alone and the Transferor shall in no way be responsible or liable for the same.

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year first hereinabove written

SIGNED AND DELIVERED by the)
within named TRANSFEROR SMT. USHA)



3. The Transferor has paid all existing and earlier unpaid municipal taxes, outgoings, maintenance charges and other levies of whatsoever nature including all Society Bills in respect of the said Units relating to the period before the date of these presents and if there is any outstanding undertakes to pay them immediately whenever called upon to do so.

4. Against the receipt of the balance purchase price,

(a) The Transferor has delivered to the Transferees vacant quiet and peaceful possession of the said Units on the third floor of the building Shah & Nahar Industrial Estate (A-2) at Dhanraj Mill Compound, S.J. Marg, Lower Parel, Bombay - 400 013

(b) (i) Original Agreement for Sale dated 15th July 1986 executed by and between M/S. Shah & Nahar Associates and the Transferor.

(b) (ii) Original Share Certificate No. 091, 092 and 093 of Shah & Nahar Industrial Premises (A-2) Co-operative Society Ltd. in respect of 15 (fifteen) shares of the said Society bearing distinctive Nos. as hereinbefore recited.

(b) (iii) Transfer forms duly signed by the Transferor and attested by witnesses.

(b) (iv) NOC dated 2nd JUNE 1985 issued by Shah & Nahar Industrial Premises (A-2) Co-operative society Ltd. which in original is annexed hereto and marked as Annexure A.

(b) (v) Latest paid Electricity Bills and bills issued by Shah & Nahar Industrial Premises (A-2) Co-operative Society Ltd.



SIGNED SEALED AND DELIVERED by) For M/S. S.K. EXPORTS
the withinnamed TRANSFEREES)
M/S. S.K. EXPORTS by the hand of)
their Partners)

- (1) SANJAY JAWAHAR KHANNA
- (2) SAILESH JAWAHAR KHANNA

Sanjay Khan

Sailesh Khan

in the presence of

Sanjay Khan
Sailesh Khan

Partners
TRANSFEREES



RECEIVED of & from the within-)
named Transferees the day and year))
first hereinabove written a sum of))
Rs.1,08,25,000/- (Rupees One Crore))
Eight Lakhs Twenty-Five Thousand))
only) which together with Rs.))
Rs.10,00,000/- vide STATE BANK OF))
INDIA Cheque No.125079 dt.28.1.95))
paid as earnest money on or about))
the 28th day of JANUARY 1995))
makes in the aggregate the sum of))
Rs.1,18,25,000/- (Rupees One Crore))
Eighteen Lakhs Twenty five))
Thousand only) being the full))
consideration payable by them))
to me vide S.B.I cheque no.103012))
dated 3-6-1995.

Rs. 1,18,25,000/-
=====

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WITNESS: *Sanjay Khan*



I SAY RECEIVED

Sanjay Khan

TRANSFEROR

DATED THIS DAY OF 199

SMT. USHA ATUL SHAH

... TRANSFEROR

AND

M/S. S.K. EXPORTS ... TRANSFEREES

DEED OF

DEED OF TRANSFER

(Unit Nos. 372, 373 & 374 in Shah &
Nahar Industrial Estate at Lower
parel, Bombay)

M/S. GAGRAT & CO.

Advocates & Solicitors
3rd Floor, Nagindas Master Road,
Fort, Bombay - 400 001.