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DEED OF TRANSFER

THIS DEED OF TRANSFER ("Deed") is made and entered into at Mumbai this 17th day of August, 2010.

BETWEEN

(1) MR. SIDDIQUE HAJI ABDUL RAZAK KUDIA age 46 years residing at Hayat Palace CHS. Ltd., 1st Floor, Flat No. 102, 41, Dr. Anandrao Nair Road, Opp. Nair Hospital, Mumbai 400008, (hereinafter referred to as the 'TRANSFEROR 1') (2) MRS. MOMINABAI HAJI RAZAK age 72 years residing at Akash Apartment, 12th Floor, Flat no. 4, Sane Guruji Marg, Agripada, Mumbai 400 011, (hereinafter referred to as the 'TRANSFEROR 2') (3) MR. IMTIYAZ Z. MOTORWALA, age 42 years residing at Chistiya Manzil, 2nd Floor, 4, Motibai Street, Agripada, Mumbai 400 011, (hereinafter referred to as the 'TRANSFEROR 3') (4) MR. HAJI FAROOK HAROON KUDIA, age 50 years residing at 57, Mariyam Manzil, 1st Floor, Flat No. 3/4, Leela Melville marg, Mumbai 400 008 (hereinafter referred to as the 'TRANSFEROR 4') (5) MR. MUSHTAQ I. BANKOTKAR age 50 years residing at 32 Land Breeze, 52 Pali Hill, Bandra (West), Mumbai 400 050 through his Constituted Attorney MRS. HAMIDA BEGUM DAWOOD ALI SHRIWARDHANKAR age 60 years residing at 32 Land Breeze, 52 Pali Hill Bandra (West), Mumbai 400 050 (hereinafter referred to as the 'TRANSFEROR 5') and (6) MR. MAQSOOD ABDUL SATTAR NURSUMAR age 51 years residing at 1, Court Royal Ground Floor, Christ Church, Mumbai 400 008 (hereinafter referred to as the 'TRANSFEROR 6'), all Indian inhabitants and residents of Mumbai. The 'TRANSFEROR 1', 'TRANSFEROR 2', 'TRANSFEROR 3', 'TRANSFEROR 4', 'TRANSFEROR 5' and 'TRANSFEROR 6' hereinafter are collectively referred to as 'the TRANSFERORS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators) of the FIRST PART;



(1) IQBAL HAJI AHMED KUDIA age 34 years residing at 45, Mada Mansion, 1st Floor, Mohamadali Road, Mumbai 400 003, (hereinafter referred to as the 'SECOND TRANSFEROR 1') (2) HEENA IMTIYAZ BAMBOOWALLA age 22 years residing at 53, Haji Mahal, 4th Floor, Mohamadali Road, Mumbai 400 003 legal heirs of late MR. HAJI AHMED HAJI ABDUL RAZAK KUDIA, (hereinafter referred to as the 'SECOND TRANSFEROR 2') (3) MR. SALMAN

Siddique H.A. Razak
 Imtiyaz Z.
 Faruk Haroon Kudia
 Heena Bamboowalla
 Iqbal Kudia
 Salman

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 H.D.S.
 M.A.S.
 J.H.B.
 Kudia

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GAZIYANI, age 40 years residing at Akash Apartment, 12th Floor, Flat No. 4, Sane Guruji Marg, Agripada, Mumbai 400 011 (hereinafter referred to as the 'SECOND TRANSFEROR 3') (4) MR. HANIF GAZIYANI, age 55 years residing at Akash Apartment, 12th Floor, Flat No. 4, Sane Guruji Marg, Agripada, Mumbai 400 011, (hereinafter referred to as the 'SECOND TRANSFEROR 4') (5) Ms. ZAKIA MOHAMED SIDDIQUE, age 44 years residing at Ainapuri Bunglow, Kutub Manzil, 1st Floor, 24 F, Dargah Street, Mahim, Mumbai 400016 (hereinafter referred to as the 'SECOND TRANSFEROR 5') (6) Ms. RUMANA FAROOK PATEL age 44 years residing at 2608 156, Enfield PL, Mississauga, On L5B4L8 legal heirs of late MR. HAJI RAZAK ABDUL SATTAR, (hereinafter referred to as the 'SECOND TRANSFEROR 6'), all Indian inhabitants and residents of Mumbai. The 'SECOND TRANSFEROR 1', 'SECOND TRANSFEROR 2', 'SECOND TRANSFEROR 3', 'SECOND TRANSFEROR 4', 'SECOND TRANSFEROR 5' and 'SECOND TRANSFEROR 6' hereinafter are collectively referred to as 'the SECOND TRANSFERORS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators) of the SECOND PART:

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AND

TRIO ASSETS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at Unit No.4, Peninsula Chambers, Peninsula Corporate Park, Lower Parel, Mumbai 400 013 hereinafter referred to as '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 THIRD PART.

(The Transferors, the Second Transferors and the Transferee are hereinafter individually referred to as a 'Party' and collectively referred to as 'the Parties')



WHEREAS

- (a) The Transferors alongwith the Second Transferors are seized and possessed of or otherwise well and sufficiently entitled to Flat No.A-4 admeasuring 3400 sq.ft. carpet area on the 3rd floor and Flat No.A-5 admeasuring 800 sq.ft. carpet area on the 4th floor together with the exclusive use of adjoining open space admeasuring 2000 sq.ft. approximately (hereinafter referred to as "the Two Premises") in the building known as "Ainarchand Mansion" (hereinafter referred to as the "Building") in the society known as Amerchand Mansion Co-

Siddique H. A. Regjee, H. Bamvale
 H. M. Chaudhary, 28
 Antyaz, Z
 H. M. Chaudhary
 H. M. Chaudhary
 H. M. Chaudhary
 H. M. Chaudhary

Operative Housing Society Ltd. (hereinafter referred to as the "Society"), registered under the Maharashtra Co-operative Society Act, 1960, under registration no. BOM/WA/HSG/(TC)/4395/98.00/1998 dated April 30, 1998, situated at 16, Madam Cama Road, Mumbai-400 020;

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- (b) The Transferors are the registered members and shareholders of the Society and as such are the registered holders of five shares of face value of Rs. 50/- (Rupees fifty only) each, of the aggregate value of Rs. 250/- (Rupees Two hundred fifty only) bearing distinctive nos. 116 to 120 (both inclusive) (hereinafter referred to as the "Shares") bearing share certificate No. 024 in respect of the Two Premises issued by the Society (hereinafter referred to as the "Share Certificate"). Though the Transferors are entitled to the two flats in the Building, being the Two Premises, only one Share Certificate is issued for both the flats. The names of the Second Transferors have not been included in the Share Certificate as holders of the Shares as per the internal arrangement arrived at between the Transferors and the Second Transferors. By inadvertence the name 'Razak' is spelt in the Share Certificate as 'Razzak'. In the relevant identity documents, including respective passports, the name is spelt as 'Razak';
- (c) The Two Premises were originally purchased by (1) MR. HAJI AHMED HAJI ABDUL RAZAK (also known as HAJI AHMED RAZAK KUDIA) (hereinafter referred to as "HAJI AHMED") (being the brother of Transferor 1 and the father of Second Transferors 1 and 2) and (2) MR. HAJI RAZAK ABDUL SATTAR (being the husband of Transferor 2 and the father of Second Transferors 3 to 6) and the Transferors 3 to 6 from (1) SHRI ASSUNSAO TEODOSIO SERAFINO FERNANDES (2) SHRI MOTAGANAHALLI VERRARAGHAVA NARAYAN SASTRY, (3) SHRI MOTAGANAHALLI VEERARAGHAVA DEVRAJAN AND (4) SHRI ESMAIL EBRAHIM SHAIKH partners of M/S. HOPE STAR PAPER the Vendors therein (hereinafter referred to as the 'Original Vendors') under one single agreement, being Agreement dated 20th day of June, 1982 (hereinafter referred to as the "Agreement") upon the terms and conditions as more particularly mentioned in the Agreement;
- (d) HAJI AHMED, MR. HAJI RAZAK ABDUL SATTAR and the Transferors 3 to 6 had given the Two Premises on lease to Haji and Haji Trust (hereinafter referred to as the "the Trust") on lease under a Deed of Lease dated 15th September, 1984, executed between them;
- (e) The trustees of the Trust have surrendered their leasehold rights in respect of the Two

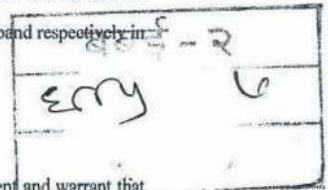


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- Handwritten signature: Siddique H.A. Razak
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- Handwritten signature: Antyaz 2.2
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- Handwritten signature: J. J...

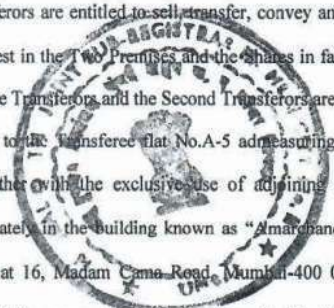
Premises in favour of the Transferors and the Second Transferors, by executing a surrender letter cum indemnity dated _____ (hereinafter referred to as "Surrender Letter") declaring that they have absolutely no right, title and interest in the Two Premises and that the Two Premises absolutely belong to the Transferors and the Second Transferors herein and that they are absolutely entitled to and have the right to and are legally entitled to sell and dispose of the Two Premises at their discretion;

- (f) HAJI AHMED expired on August 11, 2003 leaving behind him the Second Transferors 1 and 2 as his only legal heirs and representatives and MR. HAJI RAZAK ABDUL SATTAR expired on December 26, 2001 leaving behind him the Transferor 2 and the Second Transferors 3 to 6 as his only legal heirs and representatives. After the demise of (1) HAJI AHMED and (2) MR. HAJI RAZAK ABDUL SATTAR, the Transferors and the Second Transferors became the absolute owners of the shares of their fathers/husband respectively in the Two Premises;



- (g) The Transferors and the Second Transferors jointly and severally represent and warrant that they have paid the full consideration to the said SHRI ASSUNSAO TEODOSIO SERAFINO FERNANDES and others for the Two Premises and have complied with all their obligations under the Agreement and since then they are in lawful possession of the Two Premises as absolute owners thereof and indemnify the Transferee against any claim and/or loss that may arise due to this representation and warranty being incorrect;

- (h) The Transferors and Second Transferors are entitled to sell, transfer, convey and assign all their right, title and beneficial interest in the Two Premises and the shares in favour of any person and/or persons. Therefore, the Transferors and the Second Transferors are desirous of selling, transferring and conveying to the Transferee flat No.A-5 admeasuring 800 sq. ft. carpet area on the 4th floor together with the exclusive use of adjoining open space admeasuring 2000 sq. ft. approximately in the building known as "Amarchand Mansion" belonging to the Society, situated at 16, Madam Cama Road, Mumbai-400 020 bearing Cadestral survey No.27 of Fort Division as more particularly described in the Schedule hereunder written - in the building (hereinafter referred to as "the Premises") together with all beneficial right, title, interest in the shares under the Share Certificate;



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H. Hambrook *4*
Antiyaz *Antiyaz*
Faruli Hambrook *F. Hambrook*
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(i) Accordingly, the Transferors and the Second Transferors have agreed to sell and the Transferee has agreed to purchase the Premises Building belonging to the Society and the Shares and incidentally all the rights in the society's property/capital and the occupation rights of the Premises free from all encumbrances and reasonable doubts for a total consideration of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lac(s) only) on the terms and conditions recorded herein. The details of the Premises and the Shares are more particularly described in the Schedule hereunder written;

(j) The Transferors and the Second Transferors have instructed the Transferee that the total consideration to be paid to the Transferors is in the following proportion:

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Sr. No.	Transferors	Percentage
1.	Mr. Siddique Haji Abdul Razak Kudia	15%
2.	Mrs. Mominabai Haji Razak	15%
3.	Mr. Imtiaz Z. Motorwala	20%
4.	Mr. Haji Farook Haroon Kudia	15%
5.	Mr. Mushtaq I. Bankotkar	20%
6.	Mr. Maqsood Abdul Sattar Nursumar	15%

(k) The Transferors and the Second Transferors further represented to the Transferee that they have not created any mortgage and/or charge and/or otherwise encumbered the Premises and the Shares or any part thereof with any bank and/or financial institution and have not entered into any agreement for sale or any other agreement of any nature in respect of the Premises and/or any part thereof and there is no lien and/or charge created over the Premises as well as Share Certificate;



(l) The Transferors and the Second Transferors have obtained 'No Objection' letter from the Society for transfer of the Premises and the Shares in favour of the Transferee herein. A

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H. Bankotkar
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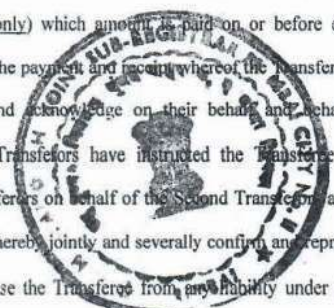
copy of the said letter is hereto annexed and marked as **Annexure-B**;

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- (m) In pursuance of the above, the Parties hereto are executing the present Deed to record the agreement arrived at between them and complete the transaction.

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:-

1. The recitals contained above form integral and operative part of this Deed as if the same are set out and incorporated in the operative part of this Deed.
2. The Transferors and the Second Transferors do and each of them doth hereby sell, assign transfer, and/or convey their right, title and interest in favour of the Transferee herein with all rights in the property/capital and all their rights and all other rights and benefits in, upon and in respect of the shares bearing distinctive Nos. 116 to 120 (both inclusive) issued under Share Certificate No.024 by the Society ("the Shares") and which Share Certificate stands in the name of the Transferors and said flat bearing No.A5 admeasuring 800 sq. ft. carpet area on the 4th floor together with the exclusive use of adjoining open space admeasuring 2000 sq. ft. approximately in the building known as "Amarchand Mansion" belonging to the Society, situated at 16, Madam Cama Road, Mumbai-400 020 bearing Cadestral survey No.27 of Fort Division as more particularly described in the Schedule hereunder written (hereinafter referred to as the "Premises") and as delineated in red colour on the plan annexed hereto as **Annexure 'A'** for a total consideration price of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lac(s) only) which amount is paid on or before execution of these presents to the Transferors (the payment and receipt whereof the Transferors do and each of them doth hereby admit and acknowledge on their behalf and behalf of the Second Transferors). The Second Transferors have instructed the Transferee to pay the total consideration price to Transferors on behalf of the Second Transferors and the Transferors and the Second Transferors hereby jointly and severally confirm and represent that payment as set out herein shall release the Transferee from any liability under this Deed and the Transferors and the Second Transferors hereby jointly and severally waive all claims against the Transferee arising from any dispute inter se between them.



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Himmat Singh 6
Imtiaz Z
Family Haroon
Siddik

3. The Transferors and the Second Transferors hereby declare and confirm that on/or before execution of these presents they have handed over to the Transferee vacant and peaceful possession of the Premises.

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4. The Transferors and the Second Transferors shall simultaneously with the execution of this Deed hand over to the Transferee the original Agreement, Share Certificate and all other original and relevant documents in their possession pertaining to the Premises and there are no other documents in their possession to be handed over to the Transferee. However, it is specifically made clear by the Transferors and the Second Transferors that the original title deeds of the pre-decessor in title viz. originals of the Agreement dated 12th July 1978 and Agreement dated July 22, 1978 both entered into between Mohamed Ebrahim Mehta and Abubakar (alias Babubhai) Mohamed Mehta with (1) Mr. Assunsao Teodosio Serafino Fernandes, (2) Mr. M.V. Narayan Sastry, (3) Mr. M.V. Devrajan and (4) Mr. Ismail Ebrahim Shaikh have been lost and misplaced and the same could not be traced inspite of diligent search and therefore the Transferors and the Second Transferors have through their Advocate Mr. Manoj Bhatt published a Public Notice in three news papers viz. (1) Free Press Journal-Mumbai, (2) Navbharat (Hindi)-Mumbai and (3) Inquilab (Urdu)-Mumbai. The copies of the said news paper publications are annexed hereto as Annexures 'C', 'D' and 'E' respectively. No response or claim whatsoever has been received by the Transferors and/ or Second Transferors pursuant to the said Public Notice issued in the newspapers.

5. In the event it is found that the Transferor's title to the Premises is defective or any claim is made on the Premises or the Transferee has suffered any loss or damages by relying on the statements, declarations, representations and assurances made by the Transferors and Second Transferors or any claim whether direct or indirectly is made on the Premises in that case the Transferors and Second Transferors jointly and severally agree to indemnify the Transferee and hereby indemnify the Transferee, its nominees, successors in title and assigns to the Premises against all loss, damages, cost and expenses which may be suffered by the Transferee/its nominees/successors in title/assigns on account of the above and the Transferors and Second Transferors shall reimburse the Transferee and/or its nominees and/or successors in title/assigns for the same on their making a demand to that effect.

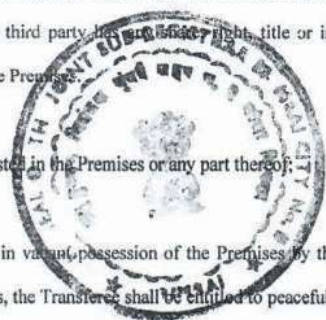


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 Jantiyaz Z
 Feruill Manoolesy
 Hamida
 Makhshid A Sattar
 H. Bamboole
 Kudi
 S. Rajeev
 S. Suresh
 S. Suresh

6. The Transferors and the Second Transferors hereby jointly and severally covenant, represent, warrant and declare as follows:-

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- a) That notwithstanding any act, deed, matter or thing whatsoever by the Transferors or the Second Transferors or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary, the Transferors and the Second Transferors have good right, full power and absolute authority to grant, convey, transfer and assign the Premises and the Share Certificate in favour of the Transferee as aforesaid AND the Transferors and the Second Transferors have not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession occupation or enjoyment of the Premises may be rendered void or voidable for any reason or any account whatsoever.
- b) The Transferors and the Second Transferors hereby declare that the Premises are free and clear from all encumbrances, claims and demands of whatsoever nature and kind and the same has never before this sale been charged, mortgaged, encumbered, dealt with or disposed off in any manner whatsoever to any other party or person whatsoever. The Transferors and the Second Transferors hereby declare and confirm that none of them have entered into any agreement for sale, lease, license or otherwise in respect of the Shares and the Premises nor have they created any right, title or interest of any nature whatsoever in the Shares and in the Premises in favour of any third party and no third party has any right, title or interest of any nature in the Shares and the Premises.
- c) There are no minors interested in the Premises or any part thereof.
- d) The Transferee being put in vacant possession of the Premises by the Transferors and the Second Transferors, the Transferee shall be entitled to peacefully and quietly enter upon, occupy, possess and use the Premises without any eviction, interruption, claim or demand whatsoever from the Transferors and the Second Transferors or their heirs or any of them or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for them.



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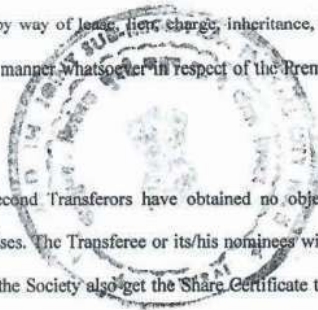
e) The Transferees and the Second Transferees do and each of them doth hereby agree to do or execute or cause to be done or executed at the request and cost of the Transferee all such further and other acts, deeds matters and things in law whatsoever including writing, applications, forms, consents, as may be required by the Transferee or their counsel at law for the better and more perfectly transferring, conveying and assigning the Premises and the Shares in favour of the Transferee and for the proper exclusive enjoyment, use, possession and occupation of the Premises by the Transferee or their heirs, nominees or assignees.

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f) The Transferees and the Second Transferees are not restrained either under the Income-tax Act, Gift Tax Act, Estate Duty Act or any other law for the time being in force from dealing with or disposing of the Premises and the Shares or any part thereof to the Transferee in any manner whatsoever.

g) The Transferees and the Second Transferees are not restrained by any decree or order of any Court or any other law for the time being in force from dealing with or disposing of the Premises or any part thereof to the Transferee in any manner whatsoever.

h) The Transferees and the Second Transferees have clear and marketable title free from encumbrances claims and demands of whatsoever nature and that there are no outstanding estate or effect by way of lease, lien, charge, inheritance, mortgage or otherwise howsoever in any manner whatsoever in respect of the Premises and the Shares.



i) The Transferees and the Second Transferees have obtained no objection of the Society for sale of the Premises. The Transferee or its/his nominees will be entitled to apply for membership of the Society also get the Share Certificate transferred in their name and the Transferee herein shall have no objection and grant their irrevocable consent for the same. The Transferees have executed all the relevant forms, declaration/ affidavit including addressed a letter to the Society for the valid and effective transfer of the Shares and the Premises to and in favour of the Transferee.

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 Fawcett Haroonkhan
 1. Rajjak
 2. Bamboowala
 3. Haroonkhan
 4. Intijaz
 5. Fawcett

- j) The Transferors and the Second Transferors have obtained the change of user permission from the Society for the use of the Premises for commercial purpose. Copies of the letters issued by the Society and the assessment bill issued by the Municipal Corporation of Greater Mumbai ('MCGM') having assessed the Premises as commercial premises is hereto annexed and marked as **Annexure-F** and **G** respectively.
- k) On an application by the Transferee to the Society, the Society would be in a position to split the Share Certificate for the Two Premises and/or issue new shares for each of the Two Premises.
- l) The Transferors shall, within 3 (three) days from the date of execution of this Deed, pay all the dues to the MCGM in respect of the property taxes together with interests/penalties, if any, and obtain a receipt from the MCGM confirming that all the property taxes till date of execution of this Deed are duly paid along with interests/penalties. The Transferors shall also within 3 (three) days from the date of execution of this Deed withdraw the suit filed against MCGM in the Court of Small Causes at Mumbai in regard to levy of additional/ increased property tax.

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7. The Transferors and the Second Transferors do and each of them doth hereby further declare that they have full, clear and absolute right and authority to assign, transfer, convey and/or deal with in any manner as regards their ownership and occupancy rights in respect of the Premises and the Shares and the Transferors and the Second Transferors do and each of them doth hereby agree that they have not transferred and/or assigned the Premises and the Shares or any part thereof, nor have the Transferors and the Second Transferors dealt with the same and/or received any consideration in any manner against the sale of the Premises and the Shares or any part thereof and that relying upon these assurances and representations of the Transferors and the Second Transferors, the Transferee has agreed and entered into these presents.



Faruk Hassanali,
 Mansukh A. Sattar
 Antiyaz Z
 A. F.
 Siddique H.A. Riffale
 I. Dant
 S. K. Rajeev

Zakia Haji Siddik
 Rumana
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H. ...
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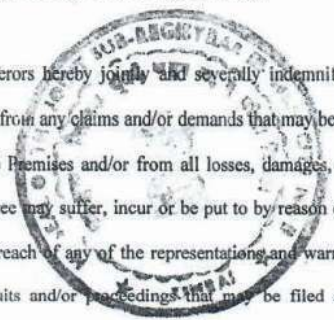
8. The Transferors and the Second Transferors further declare that they shall, within 3 (three) days from the date of execution of this Deed, pay all outstanding payments and dues, charges payable in respect of the Premises and the Shares to the Society, and property tax, maintenance charges, water charges, education cess, sinking fund, and such other taxes or levies imposed by MCGM and have paid upto date all other taxes, charges levied by any other authorities or by the Government or any other local body. The Transferors have given a letter to the MCGM specifying that the Premises are now self occupied and therefore no additional tax or levies are required to be charged in respect of the Premises and the MCGM has also acknowledged the same. Copies of the letters addressed by the Transferors to the MCGM stating therein that no additional tax would be levied on the Premises are hereto annexed and marked as **Annexure-G**.

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9. The Transferee doth hereby agree to abide by the provisions of the Maharashtra Co-operative Societies Act and the Rules framed thereunder as also the Rules and Regulations of the Society and the Resolutions of the General Body of the Society which may be made hereafter.

10. The Transferors and the Second Transferors hereby undertake to at any time, on the request of the Transferee, do all acts, deeds and things to procure in favour of the Transferee separate share certificates from the Society with respect to the Two Premises.

11. The Transferors and the Second Transferors hereby jointly and severally indemnify and agree to keep the Transferee indemnified from any claims and/or demands that may be made by any person or party in respect of the Premises and/or from all losses, damages, costs, charges and expenses which the Transferee may suffer, incur or be put to by reason of any such claims and/or demands and from breach of any of the representations and warranties contained in this Deed and from all suits and/or proceedings that may be filed and/or initiated against the Transferee in relation to the Premises or any portion thereof and from all costs, charges and expenses that the Transferee may suffer, incur or be put to by reason of such suits and/or proceedings filed and/or initiated against the Transferee.



Fazal Hasonkand,
Maksud. A. Sattar

Antyaz. K

Addip. H.A. Roffak

T. Marf
S. K. K. K.

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Zakia Haji Siddik

Rumana
H. Bamsovala

M. H. K. K. K.

S. K. K. K.

12. It is further agreed by and between the parties hereto that the Stamp Duty and Registration charges in respect of this present will be borne by the Transferee only. However, each party shall bear and pay their respective legal Advisors/ Advocates' fees without making any claim for the same from the other.

13. The Transferors, Second Transferors and the Transferee having their respective Pan Cards issued by the Income Tax Department as under:-

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TRANSFERORS

Sr.Nos.	NAME OF THE TRANSFERORS	Pan Card Nos.
1.	MR. SIDDIQUE HAJI ABDUL RAZAK KUDIA	
2.	MRS. MOMINABAI HAJI RAZAK	
3.	MR. IMTIYAZ Z. MOTORWALA	
4.	MR. HAJI FAROOK HAROON KUDIA	
5.	MUSHTAQ I. BANKOTKAR	
6.	MR. MAQSOOD ABDUL SATTAR NURSUMAR	

SECOND TRANSFERORS

1.	MR. HAJI IQBAL HAJI AHMED KUDIA
2.	HEENA IMTIYAZ BAMBOOWALLA
3.	MR. SALMAN GAZIYANI,
4.	MR. HANIF GAZIYANI,
5.	ZAKIA MOHAMED SIDDIQUE
6.	RUMANA FAROOK PATEL



TRANSFEEEE

1	TRIO ASSETS PRIVATE LIMITED
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Siddique H.A. Rejjete *H. Bamboowalla*
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Imtiyaz Z
Farooq Haroon Kudia
Hamid
Maksood A Sattar
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14. In this Deed of Transfer the word "he" and its grammatical variation shall wherever and as required mean 'she' or 'they and their respective grammatical variations unless offensive to the context thereof.

SCHEDULE OF THE PROPERTY

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Flat No.A-5 admeasuring 800 sq.ft. carpet area on the 4th floor together with the exclusive use of adjoining open space admeasuring 2000 sq.ft. approximately in the building known as "Amarchand Mansion" belonging to the Amerchand Mansion Co-operative Housing Society Ltd. standing on all that piece and parcel of leasehold land or ground situate lying and being on the South Side of Mayo Road, being Plot No.8/10 and 10/11 of the Wellington Lines Estate (formerly of the Bombay Improvement Trust and now of the Bombay Municipal Corporation) in the Registration Sub-District of Bombay in the Island of Bombay containing by admeasurements' 3616 square Yards i.e. 3191 square meters or thereabouts and registered in the books of the Collector of land Revenue under New Survey No.9562 and Cadastral Survey No.27 of Fort Division and in the books of the Assessor and collector of Municipal Rates and Taxes under "A" Ward No.130i-0-10-11 and 11a and old Street Nos.3,4,38,16 and New Street Nos.16 and 16A and bounded as follows: that is to say on or towards the East by Plot No.11-12 of the Wellington Lines Estate; On or towards the West : by Plot No.8 of the Wellington Lines Estate; On or towards the North by Mayo Road; and On or towards South by vacant land of the Bombay Improvement Trust together with the 5 shares bearing Serial Nos.116 to 120 covered under State Certificate No.024 issued by the Amerchand Mansion Co-operative Housing Society Ltd.



The building Amarchand Mansion is constructed prior to 1950 on the plot of land as mentioned above and consists of ground plus 4 upper floors with lift.

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

SIGNED, SEALED AND DELIVERED)

by the withinnamed TRANSFERORS)

1. MR. SIDDIQUE HAJI ABDUL RAZAK) *Siddique H.A. Rajat*

[Handwritten signature]

KUDIA)

2. MRS. MOMINABAI HAJI RAZAK)

3. MR. IMTIYAZ Z. MOTORWALA)

4. MR. HAJI FAROOK HAROON KUDIA)

5. MUSHTAQ I. BANKOTKAR)

THROUGH CONSTITUTED ATTORNEY)

MRS. HAMIDA BEGUM DAWOOD ALI)

SHRIWARDHANKAR)

6. MR. MAQSOOD ABDUL SATTAR NURSUMAR)

Handwritten notes in right margin:
Mina G E S (02/95)
Imtiyaz Z
Faruk Haroon Kudia
Hamida
Makshud. A. Sattar

in the presence of.....)

1.....)

2.....)

SIGNED, SEALED AND DELIVERED)

by the withinnamed SECOND TRANSFERORS)

(1) MR. HAJI IQBAL HAJI)

AHMED KUDIA)

(2) HEENA IMTIYAZ BAMBOOWALLA)

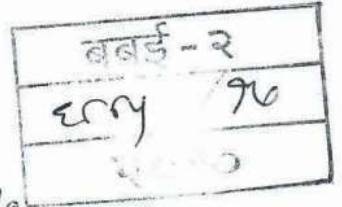
(3) MR. SALMAN GAZIYANI,)

(4) MR. HANIF GAZIYANI,)

(5) ZAKIA MOHAMED SIDDIQUE)

(6) RUMANA FAROOK PATEL)

Handwritten signatures and notes:
Kudis
H. Bamboowalla
Salman Gaziyani
Hanif Gaziyani
Zakia Haji Siddik
Rumana



in the presence of.....)

1.....)

2.....)

SIGNED, SEALED AND DELIVERED)

by the withinnamed TRANSFEREE)

TRIO ASSETS PRIVATE LIMITED)

through its director Mr. Shiraj)
authorized signatory

constituted by its)
in the presence of.....)

1.....)

2.....)

Handwritten notes in right margin:
Attorney
Mr. Kausel Chandrakant Purose

Handwritten signature: witness AP

Handwritten signature



RECEIPT

ACKNOWLEDGED to have received of and from the Transferee, Trio Assets Private Limited, the sum Rs.3,00,00,000/- (Rupees Three Crores only) paid on the execution hereof (the details of which is mentioned herein below) being the entire consideration to be paid by the Transferee to the Transferors.

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Details of payment of Rs. 3,00,00,000/- hereinabove referred to:

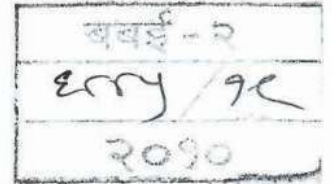
- (1) Rs. 45,00,000/- (Rupees Forty Five Lakhs only) vide cheque bearing No. 549808 dated 17/08/2010 drawn on HDFC Bank, Lower Parel Branch in favour of MR. SIDDIQUE HAJI ABDUL RAZAK KUDIA
- (2) Rs. 45,00,000/- (Rupees Forty Five Lakhs only) vide cheque bearing No. 549809 dated 17/08/2010 drawn on HDFC Bank Ltd., Lower Parel Branch in favour of MRS. MOMINABAI HAJI RAZAK
- (3) Rs.60,00,000/- (Rupees Sixty Lakhs only) vide cheque bearing No. 549810 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of MR. IMTIYAZ Z. MOTORWALA
- (4) Rs. 45,00,000/- (Rupees Forty Five Lakhs only) vide cheque bearing No. 549811 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of HAJI FAROOK HAROON KUDIA
- (5) Rs. 60,00,000/- (Rupees Sixty Lakhs only) vide cheque bearing No. 549812 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of MR. MUSHTAQ I. BANKOTKAR
- (6) Rs. 45,00,000/- (Rupees Forty Five Lakhs only) vide cheque bearing No. 549813 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of MAQSOOD ABDUL SATTAR NURSUMAR
- (7) Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) vide cheque bearing No. 549820 dated 17/08/2010 drawn on HDFC Bank, Lower Parel Branch in favour of MR. SIDDIQUE HAJI ABDUL RAZAK KUDIA
- (8) Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) vide cheque bearing No. 549821 dated 17/08/2010 drawn on HDFC Bank Ltd., Lower Parel Branch in favour of MRS. MOMINABAI HAJI RAZAK



Siddique H.A. Razak
Imtiyaz Z
Faruk Haroon Kudia

H. Bamboonda
Kudia
Razak

- (9) Rs.10,00,000/- (Rupees Ten Lakhs only) vide cheque bearing No. 549822 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of MR. IMTIYAZ Z. MOTORWALA
- (10) Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) vide cheque bearing No. 549823 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of HAJI FAROOK HAROON KUDIA
- (11) Rs. 10,00,000/- (Rupees Ten Lakhs only) vide cheque bearing No. 549824 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of MR. MUSHTAQ I. BANKOTKAR
- (12) Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) vide cheque bearing No. 549825 dated 17/08/2010 drawn on HDFC Bank Ltd. Lower Parel Branch in favour of MAQSOOD ABDUL SATTAR NURSUMAR



Diddigve H. A. Rajak
 H. Bamboowale
 Guntiyar. Z
 Farid Haroon Kudia
 Hamid
 Maqsood. A. Sattar 16

Zakia Hagi Soblik
 Rumana.

[Signatures: Farid Haroon Kudia, Maqsood. A. Sattar, Zakia Hagi Soblik, Rumana]

WITNESSE:

We SAY RECEIVED

1. MR. SIDDIQUE HAJI ABDUL RAZAK KUDIA
2. MRS. MOMINABAI HAJI RAZAK
3. IMTIYAZ Z. MOTORWALA
- HAJI FAROOK HAROON KUDIA
5. MUSHTAQ I. BANKOTKAR
6. MAQSOOD ABDUL SATTAR NURSUMAR

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२०१०

....TRANSFERORS

- (1) HAJI IQBAL HAJI AHMED KUDIA
- (2) HEENA IMTIYAZ BAMBOOWALLA
- (3) SALMAN GAZIYANI, (4)
- HANIF GAZIYANI,
- (5) ZAKIA MOHAMED SIDDIQUE (6)
- RUMANA FAROOK PATEL

....SECOND TRANSFERORS



Siddique H.A. Razak
H. Bankotkar
Imtiyaz Z.
Faruk Haroon Kudia
Hamidg
Maqsood. A. Sattar 17

Zakia Haji Siddique
Rumana.

[Signature]