

GENERAL STAMP OFFICE :

730 Bombay, - 3 MAR 1956

ISSUED BY

MULLA & MULLA AND CRAIG: BUCHHE & CAROE.

K L N.
729-1/6
19.55

stamped paper of Rs.

15/- only
 Stamp Vendor.

Pikay

THIS INDENTURE made at Bombay this _____ day of _____ 1955 Between KANJI GOVIND KARSAN and RAMJI KANJI both of Kalyan Hindu Inhabitants hereinafter called "the Vendors" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs executors and administrators and the members for the time being of the joint Hindu family of Kanji Govind Karsan the survivors or survivor of them and the heirs executors and administrators of the last survivor) of the one part and ARDESHIR RUSTOM IRANI and RUSTOM ARDESHIR IRANI both also of Kalyan Zoroastrian Iranian Inhabitants hereinafter called "the Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs executors administrators and assigns) of the other part

WHEREAS the Purchasers agreed to purchase from the Vendor Kanji Govind Karsan the land hereditaments and premises more particularly described in the Schedule hereto known as "Kar Krishna Talkies" situate at Kalyan TOGETHER with the messuages tenements cinema theatre chawls stalls and other structures standing thereon AND ALSO TOGETHER with the furniture fixtures equipment therein contained and belonging to the Vendors on the

14

K L N.
729-2/6
1955

: -2- :

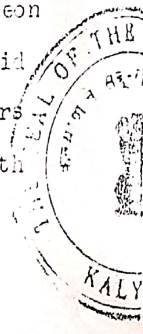
terms and conditions contained in an Agreement for Sale dated 17th December 1954 and made between the Vendor Kanji Govind Karsan of the one part and the Purchasers of the other part

AND WHEREAS the Vendor Kanji Govind Karsan had entered into an agreement for sale of the said Kar Krishna Talkies situate at Kalyan TOGETHER with the furniture fixtures and machinery lying therein AND ALSO TOGETHER with the chawls standing thereon with one Seth Khemchand Gorumal prior to entering into the said Agreement for Sale dated 17th December 1954 with the Purchasers

AND WHEREAS by the said Agreement for Sale dated 17th December 1954 it was inter alia provided that the said Vendor Kanji Govind Karsan shall at his own cost and responsibility put an end to the said agreement for Sale with the said Seth Khemchand Gorumal and that if the said Seth Khemchand Gorumal takes any proceedings the Vendor shall be solely responsible for the same and will indemnify the Purchasers against all costs and consequences thereof

AND WHEREAS the Vendor Kanji Govind Karsan has failed to produce to the Purchasers any agreement putting an end to the said agreement for Sale with Seth Khemchand Gorumal inspite of repeated requests

AND WHEREAS by an Indenture of conveyance of even date herewith and made between the Vendors of the one part and the Purchasers of the other part the Vendors granted and conveyed to the Purchasers the land hereditaments and premises at Kalyan more



15

: - 3 - :

K L N.
729-3/6
19.55

particularly described in the First Schedule thereto and also more particularly described in the Schedule hereunder written TOGETHER with the messuages tenements cinema theatre chawls stalls and other structures standing thereon And Also Together With the furniture fixtures and equipment therein contained and belonging to the Vendors To Have And To Hold the same unto and to the use of the Purchasers for ever as tenants in common in equal shares And Whereas the said land hereditaments and premises more particularly described in the First Schedule to the said conveyance and in the Schedule hereunder written Together With the messuages tenements cinema theatre chawls stalls and other structures standing thereon And Also Together With the furniture fixtures equipment therein contained and belonging to the Vendors are in the said Conveyance and in these presents referred to for brevity's sake as "the said Premises".

AND WHEREAS prior to the completion of the said sale it was stipulated and agreed between the Vendors and the Purchasers that in addition to the ordinary covenants for title contained in the said Indenture of Conveyance the Vendors should also for the satisfaction and indemnity of the Purchasers execute the Indemnity herein contained

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises IT IS HEREBY AGREED by and between the parties hereto as follows:

1) That the Purchasers shall from time to time and at all times hereafter quietly hold possess and enjoy the said premises and receive and take the rents and profits thereof and every part thereof free from and without any interruption by any person or persons firm corporation or other body whatsoever including in particular the said Khemchand Gorumal, his heirs executors administrators and assigns;

2) That they the Vendors do and each of them doth hereby jointly and severally covenant with the Purchasers that they Vendors and each of them shall and will from time to time

SECRETARY OF

K L N.
729-4/6
1955

-4-

16

and at all times hereafter save harmless and indemnify and keep indemnified the Purchasers against all actions suits let trouble hindrance eviction loss costs charges and expenses consequences claims and demands whatsoever which they the Purchasers or either of them may suffer or be put to or reasonably incur by reason of the said agreement for sale with the said Khemchand Gorumal not having been put an end to or by reason of the said Seth Khemchand Gorumal his heirs executors administrators and assigns taking any action suit or other proceedings whatsoever as a result whereof the Purchasers or either of them may be put to or suffer any loss or damage whatsoever or incur any costs charges or expenses whatsoever or otherwise howsoever for any other reason or cause in respect of the premises and free and clear of and from all adverse estates titles charges and incumbrances.

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

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground with all messuages, tenements, cinema theatre, chawls, stalls and other structures standing thereon and also all the furniture therein and certain furniture and equipment therein which belongs to the Vendors which cinema theatre was formerly known as Tokurn Theatre and is now known as Kar Krishna Talkies situate lying and being at Kalyan in the Registration Sub-District of Kalyan, District Thana and containing by admeasurement 2,495 sq. yds. or thereabouts and registered in the Books of the Collector under Survey No. 262-A Hissa No. 2 and Survey No. 1830-B and registered in the Books of Kalyan Municipality for the purpose of assessment under Ali No. 51, House Nos. 81 and 81-A and bounded as follows:- i.e. on or towards the North by Fish Market Road, on or



towards

12

-5-

K L N.
729-5/6
1955

towards the South by Agra Road, on or towards the East by Agra Road and on or towards the West by Survey No. 262, 267 and 291 and Lavji Jasan's Chawl.

SIGNED SEALED & DELIVERED by the)
 within named KANJI GOVIND KARSAN)
 and RAMJI KANJI in the presence of:) *Kanji Kanji Karsan*

10/11/55

Serial No. 729

Presented at the office of the Sub-Registrar of Kalyan between the hours of 4 and 5 on the 16th September 1955.

A. Datar

Received at
 Registration Rs. 1-0-0
 Photo Copying Rs. 2-4-0
 (6 sheets)
 Postage with P.D. 0-0-0
 No. 723
 Total Rs. 3-4-0

A. Datar
 Sub-Registrar

SUB. REGISTRAR
 KALYAN

- 1) Kanji Govind Karsan, 55, Hindu, Business and
- 2) Ramji Kanji Karsan, 20, Hindu, Business,

both residing at Kalyan,

Executing party admits execution. They are personally known to the undersigned Sub-Registrar.

Kanji Govind Karsan

Ramji Kanji Karsan

Date, 16th September 1955.

A. Datar
 SUB. REGISTRAR.



Dated this _____ day of _____

KANJI GOVIND KARDAN AND ANOTHER

;-to-:

ARDESHIR RUSTOM IRANI AND ANOTHER

.....

I N D E M N I T Y:

15

M/s. Mulla & Mulla and Craiggie
Blunt & Caroe,
Attorneys-at-Law:

.....