



meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the ONE PART; \*AND\* M/s.HOST INTERNATIONAL, a Proprietary concern of MR.K. VIJAYKUMAR, having it's registered office address at K Building, Ground Floor, Walchand Hirachand Marg, Fort, Mumbai - 400 001, hereinafter called as "THE TRANSFEREE" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

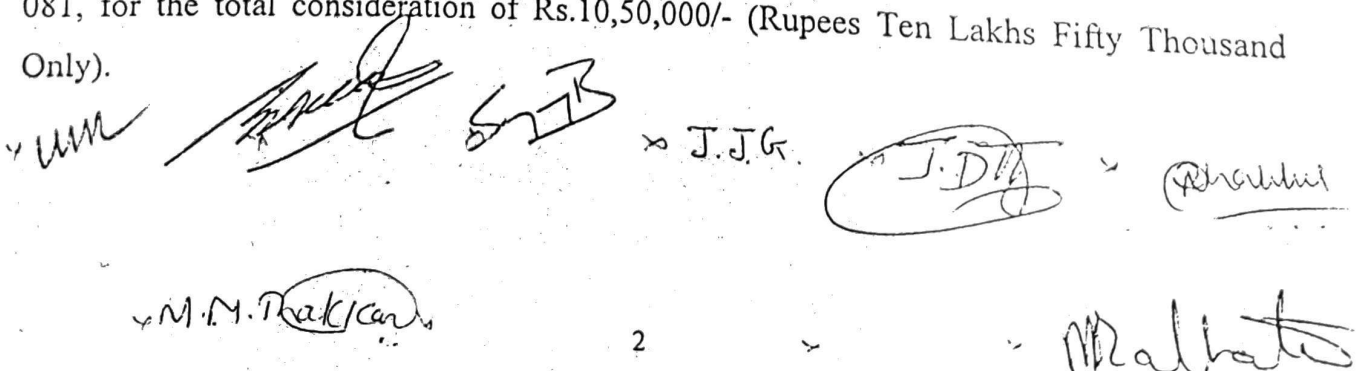
WHEREAS the TRANSFERORS are a bonafide Member of the SHREENATH PLAZA CO-OP.HSG.SCTY.LTD., a Society registered under the Maharashtra Co-operative Societies Act, 1960, under Registration No.BOM/WT/HSG/ TC/8706/2001-02 (hereinafter for the sake of brevity referred to as "THE SAID SOCIETY") and holds five fully paid-up shares of Rs. 50/- each of the said Society and Office being Office No.202 on the Second Floor of the building of the said society situated at L.T. Road, Mulund (East), Mumbai - 400 081.

AND WHEREAS the TRANSFERORS have agreed to assign the said Five fully paid up shares of the said society and transfer the said Office to the TRANSFEREE for the consideration and on the terms and conditions appearing hereinbelow :-

AND WHEREAS the parties hereto are desirous of recording into writing the terms and conditions mutually agreed by and between them.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The TRANSFERORS shall assign to the TRANSFEREE the Five fully paid-up shares of Rs.50/- each to be issued by the said Society standing in the name of the TRANSFERORS in the books of the said Society viz. SHREENATH PLAZA CO-OP.HSG.SCTY.LTD., and transfer their interest in the said Office having 366 sq.ft. Carpet being Office No.202 on the Second Floor of the building of the SHREENATH PLAZA CO-OP.HSG.SCTY.LTD., situated at L.T. Road, Mulund (East), Mumbai - 400 081, for the total consideration of Rs.10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only).

The block contains several handwritten signatures. On the left, there are three signatures, one of which is circled. In the center, there is a signature followed by the text "J.J.G.". To the right, there is a signature inside a circle, followed by another signature. At the bottom, there is a signature that appears to be "M.M. Thakkar" and another signature on the far right.

2. In pursuance of the above clause No.1 the TRANSFEREE has paid to the TRANSFERORS on or before the execution of this Agreement a sum of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) being the part payment towards the consideration for the transfer of the said Office and the said five shares of the said Society (The receipt whereof the TRANSFERORS do hereby admit and acknowledge).

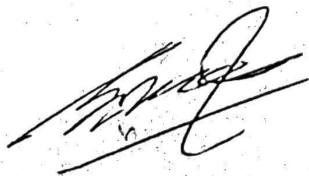
It is agreed by and between the parties hereto that the balance consideration of Rs.7,00,000/- (Rupees Seven Lakhs Only) shall be paid by TRANSFEREE to the TRANSFERORS on or before 31<sup>st</sup> March, 2003 time being the essence of this Agreement.

Nothing contained in these presents shall be considered as a transfer, assignments, demise, sale or conveyance of the right, title and interest of the TRANSFERORS in the said Office till the total amount is paid by the TRANSFEREE herein as agreed herein before.

The TRANSFERORS shall handover the quiet and vacant possession of the said Office immediately on the receipt of the balance consideration as mentioned herein above and executing suitable documents for that purpose.

3. The TRANSFERORS declare that they are holding the said Office quietly without any claim or obstruction from any other person. The TRANSFERORS further declare that they have full power and absolute authority to assign the said shares and to transfer their interest in the said Office to the TRANSFEREE. The TRANSFERORS further declare that said Office is free from any encumbrances, claims or demands by way of sale, transfer, mortgage, lease, or otherwise and there is no litigation of any other nature whatsoever of any person against them in respect of the said Office and the said shares.

WMM



S. J. B

J. J. G.

J. D. T.

Shahji

M. M. (Rakkar)

Mallikarjuna

The TRANSFERORS declare that there is no charge on the said Office and that they have not mortgaged or encumbered their right, title and/or interest in the said Office and/or in the said shares and the same are free from all encumbrances. The TRANSFERORS further declare that except themselves there is no one else who had or has any right, title interest or claim in the said Office or the shares. The TRANSFERORS also declare that there is no suit pending in any court of law in respect of the said Office .

4. The TRANSFERORS do hereby covenants with the TRANSFEREE as follows :-

a) That notwithstanding any act, deed matter or thing whatsoever by the 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 have good right, full power and absolute authority to convey, transfer and assure the said Office hereby agreed to be transferred, conveyed and assigned in favour of the TRANSFEREE as aforesaid AND they have not done, committed or omitted any act, deed, matter or thing whereby the ownership possession, occupation or enjoyment of the said Office may be rendered void or voidable for any reason or on any account.

b) The TRANSFERORS hereby declare that the said Office is free and clear from all encumbrances, claims and demands of whatsoever nature and kind and the same has never before this transfer been charged, mortgaged, encumbered, dealt with or disposed of in any manner whatsoever to any other party or person.

c) The TRANSFERORS do hereby agree to execute or cause to be executed at the request and costs of the TRANSFEREE all such further and other acts, deeds, matters and things in law whatsoever as may be required by the TRANSFEREE or his Counsel at Law for better and more perfectly transferring, conveying and assigning the said Office in favour of the TRANSFEREE.

*mm*

*[Signature]*

*[Signature]*

J. J. G.

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

The TRANSFERORS are not restrained either under the Tax Act or any other Statute of Law for the time being in force from dealing with or disposing of the said Office or any part thereof to the TRANSFEREE in any manner whatsoever.

- e) The TRANSFERORS are not restrained by any decree or order of any Court or authority having jurisdiction in India from dealing with or disposing of the said premises to any person or party.
- f) The TRANSFERORS have clear marketable title free from encumbrances of any nature whatsoever and there are no outstanding estate or effects by way of balance of consideration, lease, lien, charge, mortgage, or otherwise howsoever in any manner whatsoever.
- g) The TRANSFERORS have not been adjudicated insolvent nor they have committed any Act of insolvency nor is there any order of any Court or Authority restraining the TRANSFERORS or creating any inability in the TRANSFERORS from entering into this agreement.

5. The transfer of the said Office and the said shares in the books of the said society from the name of the TRANSFERORS in the name of the TRANSFEREE shall be done by both the parties by execution of various forms prescribed under the bye-laws of the said society accompanied by the application of the TRANSFEREE for the membership of the said society with prescribed admission fees.

6. The TRANSFERORS shall handover to the TRANSFEREE the Original Agreement and all other papers relating to the said Office simultaneously with the handing over of the possession of the said Office for the permanent custody of the TRANSFEREE.

*MM*

*[Handwritten signature]*

J.J.G.

*[Handwritten signature]*

*[Handwritten signature]*

*M.M. Malhotra*

*Malhotra*

The TRANSFERORS herein undertakes to direct the said society to issue share certificate directly in the name of the TRANSFEREE herein after the due endorsement thereon.

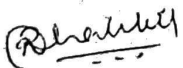
7. The taxes, monthly contributions and all other out going, in respect of the said Office shall be paid by the TRANSFERORS till the date of handing over the possession of the said Office and the same shall be paid thereafter by the TRANSFEREE. The TRANSFERORS do hereby covenant with the TRANSFEREE that they have paid to the said society their share of taxes, monthly contributions, Electric Bill, and all other outgoings, upto date in respect of the said Office.
8. The TRANSFERORS do hereby agree to keep indemnified the TRANSFEREE against the payment of all such outgoings, costs, charges, fees, taxes, loans and other dues, if any relating to the said Office of whatsoever nature pertaining to the period prior to the handing over of the possession of the said Office to the TRANSFEREE.
9. The TRANSFERORS do hereby covenant with the TRANSFEREE that after taking possession of the said Office, the TRANSFEREE shall enjoy quietly and peacefully and occupy the said Office without any hindrance, denial, demands, interruption or eviction by the TRANSFERORS or any person lawfully or equitably claiming through, under or in trust for the TRANSFERORS.
10. The TRANSFEREE does hereby covenant with the TRANSFERORS that he shall pay his shares of taxes, all outgoings, etc., in respect of the said Office from the date of taking possession of the same, regularly and she shall become member of the said society and shall abide by all the rules, regulations and Bye-laws of the society.
11. The TRANSFERORS and the TRANSFEREE shall execute the necessary documents as and when required for giving proper effect to what is agreed herein and to transfer the said shares and the said Office in the name of the TRANSFEREE in the books of the said society.

W.M.

 S. J. B.

J. J. G.





M. M. Mallikar





12. The TRANSFERORS do hereby covenant with the TRANSFEREE that they will from time to time and at all times whenever called upon by the TRANSFEREE to do and execute, or cause to be done and executed all the necessary documents, affidavits, conveyance, sale deed, undertakings, applications, whatsoever, for more perfectly securing the interest of the TRANSFEREE in the said shares along with the said Office at the cost of the TRANSFEREE.

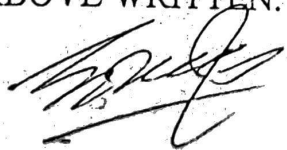
13. The TRANSFEREE shall be entitled to the transfer of the share money, deposit in respect of the said Office lying and deposited with the said society as also the electricity meter deposit which may be lying with the M.S.E.B. in respect of the said Office in his name.

14. Before the execution of this AGREEMENT the TRANSFERORS have shown to the TRANSFEREE the condition of the said Office and the TRANSFEREE has agreed to purchase the Office on 'as is where is' condition.

15. The transfer charges/donation, if any, payable to the said society in respect of the transfer of the said shares and the said Office shall be borne and paid by TRANSFEREE herein and the stamp duty and registration charges payable on this Agreement shall be paid by TRANSFEREE herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURES THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

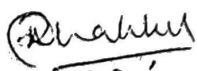
WM



S. J. B.

J. J. G.





M.M. 



SCHEDULE OF THE PROPERTY

A Office being Office No.202 on the Second Floor of the building of the SHREENATH PLAZA CO-OP.HSG.SCTY.LTD., situated at L.T. Road, Mulund (East), Mumbai - 400 081, admeasuring about 366 sq. ft. Carpet area equivalent to 34.01 sq.mtrs. Carpet area, lying, and being at C.T.S. No.525, 525/1 to 8 of Village - Mulund (East), Tal.- Kurla , in the Regn. District and Sub-District of Mumbai and within the limits of the "T" Ward of Mumbai Municipal Corporation.

SIGNED, SEALED AND DELIVERED BY )  
THE WITHIN NAMED TRANSFERORS )

(1) MR. UDAY B. LAKHANI )

(2) MR. GULSHANLAL R. DUGGAL )

(3) MR. SANJAY G. DUGGAL )

(4) MRS. JIGNA S. GANATRA )

(5) MR. JAMNADAS D. THAKKAR )

Karta on behalf of J.D. THAKKAR (H.U.F.) )

(6) MR. AMIT R. THAKKAR )

(7) MRS. MAMTA M. THAKKAR, AND )

(8) MRS. MOHNA F. MOLHOTRA )

In the presence of Radhika Menon )

SIGNED, SEALED AND DELIVERED BY )

THE WITHIN NAMED TRANSFEREE )

M/s. HOST INTERNATIONAL, Thro' )

It's Proprietor MR. K. VIJAYKUMAR )

In the presence of SHOBHA S. SUVARNA )

Shobha



RECEIPT

RECEIVED OF AND FROM M/s.HOST INTERNATIONAL, the withinnamed TRANSFEREE a sum of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) being the part payment towards the consideration for sale and transfer of the Office No.202 on the Second Floor of the building of the SHREENATH PLAZA CO-OP.HSG.SCTY.LTD., situated at L.T. Road, Mulund (East), Mumbai - 400 081, in the following manner:-

S. N.	NAME OF BANK	CHEQUE NO.	DATE	AMOUNT
1.	The Catholic Syrian Bank Ltd., Fort Mulund Branch	488331	13/01/2003	Rs.1,75,000/-
2.	The Catholic Syrian Bank Ltd., Fort Mulund Branch	488333	13/01/2003	Rs. 87,500/-
3.	The Catholic Syrian Bank Ltd., Fort Mulund Branch	488335	13/01/2003	Rs. 43,750/-
4.	The Catholic Syrian Bank Ltd., Fort Mulund Branch	488336	13/01/2003	Rs. 43,750/-
			TOTAL	Rs.3,50,000/-

**WE SAY RECEIVED**

Rs.3,50,000/- *Uday B. Lakhani*  
(UDAY B. LAKHANI)

*Gulshanlal R. Duggal*  
(GULSHANLAL R. DUGGAL)

*Sanjay G. Duggal*  
(SANJAY G. DUGGAL)

J. J. Ganatra  
(JIGNA S. GANATRA)

*J. D. Thakkar*  
(JAMNADAS D. THAKKAR)  
Karta on behalf of J.D. THAKKAR (H.U.F.)

*Amit R. Thakkar*  
(AMIT R. THAKKAR)

*M. M. Thakkar*  
(MAMTA M. THAKKAR)

*Molhotra*  
(MOHNA F. MOLHOTRA)

TRANSFERORS

WITNESSES :

1. Radha K. Menon

*R. K. Menon*

2. SHOBHA S. SUVARNA

*Shobha*