

Nand-Jyot Industrial Premises Co-op. Soc. Ltd.

Phone : 851 85 22

(REGD. No. BOM/GEN/797 OF 1974)

Safed Pool, Kurla-Andheri Road,
Andheri (East),
MUMBAI-400 072.

REF. No. A-47

Date 19.11.2004. 199

To,

✓ The Manager,
Citibank N.A.
Global Consumer Bank,
61, Dr. S.S. Rao Road,
Parel, Mumbai-400012.

Dear Sir,

Sub: Gala No.A-47 Owner Shri Subhash Kadakia No Objection
Certificate in respect of ---

1. This Society has no objection to your bank creating a charge in the form of equitable mortgage on gala No.A-47 of this Society towards the credit facilities to Shri Subhash Kadakia who are the owner of gala No.A-47.
2. Shri Subhash Kadakia have paid all the Society's bills upto date and there are no dues payable by them to the Society.

The Society has not taken any loan from any financial institution and it has not created any charge on its property.

The Society's property which consists of lease hold land. The Society has been paying the lease rent to lessors regularly in time.

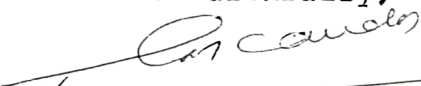
It may be pointed out that the recovery of loan from Shri Subhash Kadakia is solely between the bank and party concerned viz Shri ~~Subhash~~ Subhash Kadakia, and the Society is not liable for any recovery of the loan.

When there is an application for the transfer of the gala the Society will not transfer the said gala without the written consent of the bank.

You are requested to kindly inform the Society when a charge is created by your bank on the above gala.

Thanking you,

Yours faithfully,


/ Hon. Secretary.

Kanti Karamsey & Co.

GOVT. REGISTERED ESTATE VALUERS
ARCHITECTS ● CHARTERED ENGINEERS

Off. : 282 6099
284 4331
Fax : 287 1936
Res. : 367 6544
Fax : 368 0201

KANTILAL K. VIKAMSEY
B.E.(CIVIL), M.S. (U.S.A.), P.E. (U.S.)
F.I.E. Registered Valuer, F.I.V. S.C.V.

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412, Maker Chambers No. 5,
Plot No. 221,
Nariman Point,
BOMBAY-400 021

Form O-1

REPORT OF VALUATION OF IMMOVABLE PROPERTY

PART-I-Questionnaire

All questions to be answered by the registered valuer. If any particular question does not apply to the property under valuation, he may indicate so. If the space provided is not sufficient, details may be attached on separate sheets.

GENERAL :

1. Purpose for which valuation is made. **To assess the fair market value**
2. Date on which valuation is made. **17/12/96**
3. Name of the owner/owners. **SHRI. MOHANLAL NATHOO SHAH**
4. If the property is under joint ownership/co-ownership, share of each such owner. Are the share undivided? **Individual Ownership**
5. Brief description of the property. **Unit No.47 on 2nd floor in building 'A' of Nand-Jyot Industrial Estate located at Safed Pool Sakinaka, Andheri(E), Mumbai - 400 072**
6. Location, Street, Ward No. **Andheri-Kurla road**
7. Survey/Plot No. of land.
8. Is the property situated in residential/commercial/mixed area/Industrial area. **Industrial area**
9. Classification of locality - high class/middle class/poor class. **Middle Class**
10. Proximity to civic amenities, like schools, hospitals, offices, market, cinemas, etc. **Available within 1/2 to 1 Kms.**
11. Means and proximity to surface communication by which the locality is served. **Bus routes are available**

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LAND :

12. Area of land supported by documentary proof, Shape, dimensions and physical features.

13. Roads, Streets or Lanes on which the land is abutting.

14. It is free hold or lease-hold land ?

15. If lease-hold, the name of lessor/lessee, nature of lease, dates of commencement and termination of lease, terms of renewal of lease.

- (i) Initial premium.
- (ii) Ground rent payable per annum.
- (iii) Unearned increase payable to the lessor in the event of sale or transfer.

16. Is there any restrictive covenant regard to use of land ? If so, attach a copy of the covenant.

17. Are there any agreements of easements ? If so, attach copies.

18. Does the land fall in an area included in any Town Planning Scheme or any Development Plan of Government or any statutory body ? If so give particulars.

19. Has any contribution been made towards development or is any demand for such contribution still outstanding ?

20. Has the whole or part of the land been notified for acquisition by Government or any statutory body ? Give date of notification.

21. Attach a dimensioned site plan.

Valuation is carried out for industrial unit admeasuring 1645 Sq.ft. of area plus 259 Sq.ft loft Andheri Kurla road

Lease hold

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-) Lease rent included in
-) Society's maintenance charges
-)
-)
-)
-)
-)

Commercial

Falls under the limits of M.C.G.B

Kanti Karamsey & Co., 412, Maker Chambers No. 5, Nariman Point, Bombay - 400 021.

Phone : 282 6099 • 284 4331. Fax : 287 1936

IMPROVEMENTS :

22. Attach plans and elevations of all structures standing on the land and a lay out plan. ---
23. Furnish technical details of the building on a separate sheet. (The Annexure to this form may be used). **See annexure**
24. (i) Is the building owner-occupied/tenanted/both?)
)
(ii) If partly owner-occupied, specify portion and extent of area under owner-occupation.) **100% tenanted**
)
)
25. What is the Floor Space Index permissible and percentage actually utilised ? **1.00 Fully utilised.**

RENTS :

26. (i) Names of tenants/lessees/licencees, etc. **M/s Kadkia Plastic Industries**
- (ii) Portions in their occupation. **Entire Office**
- (iii) Monthly or annual rent/compensation/licence fee, etc. paid by each. **1,645/- per month**
- (iv) Gross amount received for the whole property. **19,740/per annum**
27. Are any of the occupants related to, or close business associates of the owner ? ---
28. Is separate amount being recovered for the use of fixtures, like fans, geysers, refrigerators, cooking ranges, built-in wardrobes, etc. or for service charges ? If so, give details.)
) **Not applicable**
)
)
29. Give details of water and electricity charges, if any, to be borne by the owner. **Tenants**
30. Has the tenant to bear the whole or part of the cost of repairs and maintenance? Give Particulars. **Tenants**
31. If a lift is installed, who is to bear the cost of maintenance and operation-owner or tenant ? ---
32. If a pump is installed, who has to bear the cost of maintenance and operation-owner or tenant ? **Tenants**

Kanti Karamsey & Co., 412, Ma
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Here the Registered Valuer
and indicate how the

33. Who has to bear the cost of electricity charges for lighting of common space like entrance hall, stairs, passages, compound, etc.-owner or tenant ?

Tenants

34. What is the amount of property tax ? Who is to bear it ? Give details with documentary proof.

Tenants

35. Is the building insured ? If so, give the policy No., amount for which it is insured and the annual premium.

36. Is any dispute between landlord and tenant regarding rent pending in a court of law ?

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)
)

) Not applicable

37. Has any standard rent been fixed for the premises under any law relating to the control of rent ?

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SALES

38. Give instances of sales of immovable property in the locality on a separate sheet, indicating the name and address of the property registration No., sale price and area of land sold.

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) See part II of the Valuation Report on Page No. 5

39. Land rate adopted in this valuation.

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40. If sale instances are not available or not relied upon, the basis of arrival at the land rate.

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COST OF CONSTRUCTION :

41. Year of commencement of construction and year of completion.

Society registered in 1974

42. What was the method of construction by contract/ by employing labour directly/both ?

43. For items of work done on contract, produce copies of agreements.

44. For items of work done by engaging labour directly, give basic rates of materials and labour supported by documentary proof.

PART II - Valuation

Here the Registered Valuer should discuss in detail his approach to valuation of the property and indicate how the value has been arrived at supported by necessary calculations

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Under the instructions of our clients, and on the basis of the information furnished by them, we have visited Unit No. 47 on 2nd floor in bldg. 'A' of Nand-Jyot Indl. Estate, abutting on Andheri-kurla road, Safed pool, Sakinaka, Andheri(E), Mumbai 400 072 with a view to inspect the property and thus prepare its valuation report. Valuation of any immovable real estate property is the value that the property would fetch if put for sale in the open market as on the date of valuation i.e. 17/12/1996. Valuation is required to assess the fair market value.

The said building is ground plus 2 upper floors having a height of 10' for each floor. It is R.C.C. framed structure with R.C.C. foundation. The said unit admeasures 1,645 Sq.ft. of area plus 259 Sq.ft. area of wooden loft. T.W.glazed doors, M.S. collapsible grill doors, M.S. Rolling shutters and louvered windows are provided. Kotah stone flooring, PVC carpet and glazed tiles are provided in different rooms of the unit. Electrical wiring is conduit and of superior type. The type of construction is good and specification of building materials used are of standard type.

The premises was agreed to be sold to the present occupants in 1974, according to which tenants would continue to pay the above stated rent till final payment is made. The valuation is carried out assuming the premises is available on vacant possession basis without any encumbrance from the tenants.

Thus considering the location, type of construction, specification of bldg. materials used, and on making enquiries in the vicinity, a rate of Rs 3,000/- per Sq.ft. of B.U.A. for office and a rate of Rs. 650/- per Sq.ft. for fixtures, fittings, furniture, loft, air conditioners, Cabins executive chairs, table etc. is considered to be reasonable as on the date of valuation.

Total value of the unit

$$\begin{aligned}
 &= (1,645 \times 3,000) + (1,645 \times 650) \\
 &= 49,35,000 + 10,69,250 = \text{Rs. } 60,04,250.00
 \end{aligned}$$

Part III - Declaration

I hereby declare that

- (a) The information furnished in Part I is true and correct to the best of my knowledge and belief.
- (b) I have no direct or indirect interest in the property valued.
- (c) I have personally inspected the property on

Date..... 10/1/97

Place..... Bombay



Kanti Karamsey
 Signature of Registered Valuer
KANTILAL K. VIKAMSEY
 B.E. (CIVIL)

Valuer on the panel list of
 Govt. of India under Section
 34 AB of the Wealth Tax Act,
 1957
 Regd. No. Cat. I/8 of 1988.

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Thus considering all the above mentioned factors, we are of the opinion that the fair market value of the said property is **Rs 60,04,250.00** (Rupees Sixty Lac Four Thousand Two Hundred Fifty Only) as on date of valuation i.e. 17/12/96.

For **KANTI KARAMSEY & CO.**

Kanti Karamsey
 (Kantilal K. Vikamsey)
 B.E. (CIVIL)
 Govt. Regd. Valuer
 Reg.No.Cat.I-8 of 1988



ANNEXTURE TO FORM O-1
(TECHNICAL DETAILS)

1. No. of floors and height of each floor ... **Gr. + 2 upper floors having a height of 12'' for each floor.**
2. Plinth area floorwise (as per IS 3861-1966) ... **1645 Sq.ft. plus 259 Sq.ft. loft**
3. Year of construction ... **Society registered in 1974**
4. Estimated future life ... **46 years**
5. Type of construction-Load bearing walls/RCC frame/steel frame ... **R.C.C. framed structure**
6. Type of foundations ... **R.C.C. foundation**
7. Walls (a) Basement and Plinth ...)
(b) Ground floor ...) **9'' thick B.B.M. walls.**
(c) Superstructure above ground floor ...)
8. Partitions ... **4.5'' thick B.B.M. walls.**
9. Doors and windows (floor-wise))
(a) Ground floor ...) **T.W. glazed doors, louvered windows, M.S collapsible grill doors, M.S rolling shutters**
(b) 1st floor ...)
(c) 2nd floor etc. ...)
10. Flooring (floor wise))
(a) Ground floor ...) **Kotah stone flooring, PVC carpet and glazed tile flooring.**
(b) 1st floor ...)
(c) 2nd floor etc. ...)
11. Finishing (floor wise))
(a) Ground floor ...) **Externally sand faced cement plaster & internally neeru finish cement plaster.**
(b) 1st floor ...)
(c) 2nd floor etc. ...)
12. Roofing and terracing ... **R.C.C. slab roof.**
13. Special architectural or decorative features, if any ... ---
14. (i) Internal wiring surface or conduit ... **Conduit**
(ii) Class of fittings superior/ordinary/poor ... **Superior**

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(TECHNICAL DETAILS)

15. Sanitary installations :

(a) (i) No. of water closets	...	1
(ii) No. of lavatory basins	...	1
(iii) No. of urinals	...	1
(iv) No. of sinks	...	1
(v) No. of bath tubs	...	--
(vi) No. of bidets	...	--
(vii) No. of geysers	...	--
(b) Class of fittings : Superior coloured/superior white/ordinary	...	Ordinary

16. Compound wall :

(i) Height and length	...)) 6'-00" High compound wall
(ii) Type of Construction	...) provided around the property.)

17. No. of lifts and capacity

18. Underground sump-capacity and type of construction

Underground R.C.C. tank

19. Over-head tank :

(i) Where located	...	On terrace.
(ii) Capacity	...	
(iii) Type of construction	...	R.C.C. overhead tank

20. Pumps - No. and their horse power

Provided as per the Municipal rules

21. Roads and pavings within the compound, approximate area and type of paving

Paved with Asphalt

22. Sewage disposal - whether connected to public sewers, if septic tanks provided, No. and Capacity

Connected to Municipal sewer.



Kantilal K. Vikamsey
KANTILAL K. VIKAMSEY
 B.E. (CIVIL)
 Govt. Registered Valuer
 Regd. No. Cat 1/8 of 1988

General Stamp Office
Bombay
PBIA918
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Rs. 40500
SPECIAL ADHESIVE
PBIA918

प्रति वकील, मुंबई
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DEED OF TRANSFER

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THIS DEED OF TRANSFER made at Mumbai on this 9th day of April, 1997 BETWEEN (1) SHRI MOHANLAL NATHOO SHAH, (2) MR. KESHAVLAL HEMRAJ SUMARIA both of Mumbai Indian Inhabitant residing at 44, Mamta-D, Prabhadevi, Mumbai - 400025 through Power of Attorney holder MR. MANEKCHAND JIVRAJ CHHEDA hereinafter called "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 and successors) of the One Part AND MR. SUBHASH KANTILAL KADAKIA also of Mumbai Indian Inhabitant residing at 3rd floor, Anu, 42, Vithal Nagar Society, 11th Road, J.V.P.D. Scheme, Juhu.

भारत 30631
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Mumbai - 400049 hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors and assigns) of the Other Part.

WHEREAS

(a) By an Agreement for Sale in the year 1973 executed between M/s. Asian Builders therein referred to as "the Builders" of the One Part and the Transferors herein (therein referred to as the Purchasers) of the Other Part, the Builders therein for the consideration and on the terms and conditions mentioned therein, agreed to sell, to the Purchasers therein on what is known as ownership basis one Non-residential -Premises being Unit No. 47 in A Building on Second floor admeasuring 1645 sq.ft. Carpet area in the building named **NAND-JYOT Industrial Estate** situate, lying and being at Kurla-Andheri Road, Sakinaka, Safed Pool, Andheri (East), Mumbai - 400 072 in the Registration District and Sub-District of Bombay City and Suburban and more particularly described in the Schedule thereunder written (hereinafter referred to as the "said Premises").



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- (b) Pursuant to the said Agreement the said Transferors after payment of entire consideration amount to the Builders received possession of the said Premises.
- (c) The said Builder with the co-operation of the Purchasers of various units in the said building **Nandjyot Industrial Estate**, registered the Society under No. BOM/GEN-797 of 1974 under the provisions of Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder in the name of **NAND-JYOT INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LIMITED** (hereinafter referred to as "**the said Society**").
- (d) The said Society has issued to the Transferors herein five fully paid up shares of face value of Rs. 50/- each and bearing distinctive nos. 221 to 225 (both inclusive) as evidenced by Share Certificates No. 45 (hereinafter referred to as the said shares) in lieu of the Transferors holding the said Premises and as such the Transferors are registered member of the said society.
- (e) By an Agreement dated 01.12.1974 and made between the First Transferor (with the consent of Second Transferor) herein of the one part and **M/s. Kadakia Plastic Industries** represented by Sole Proprietor **Mr. Subhash Kantilal Kadakia** of the other part, the Transferors did thereby agreed to sell the

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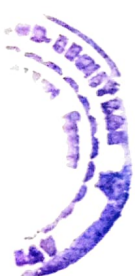
said Premises to the Transferee herein for the consideration and on the terms and conditions therein mentioned. In the said Agreement, one of the condition was that if the Purchaser therein fails to complete the transaction, then the Purchasers will pay monthly solatium of Rs. 1,645/- which was nothing but a monthly rent. At present the Transferee as a tenant of the Transferor paying monthly rent of Rs. 3,000/-.

(f) The said Agreement was then nothing but deemed to be contemplated as Tenancy Agreement and the said M/s. Kadakia Plastic Industries became tenant and are in possession of the said premises since 01.12.1974 i.e. since more than 22 years and the Transferors have accepted him as their tenant and presently the Transferee is paying monthly rent of Rs. 3,000/- to the Transferors. The Transferors are aware that they cannot get the said Premises vacated from the tenant as they are protected under Bombay Rent Act.

(g) The Transferee herein is the sole Proprietor of **M/s. Kadakia Plastic Industries.**

(h) In the circumstances the Transferors have negotiated with the Transferee to sell and transfer the said Premises to the Transferee by converting his tenancy into ownership for the reason as recited in clause (f) above and also for the reason that the maintenance

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charges payable to the said Society by the Transferors are higher than the rent received by them and therefore it is not feasible for Transferors to pay maintenance charges of the said premises which is more than the rent received by them.

(i) Accordingly the Transferee has agreed to pay to the Transferors lumpsum amount of Rs. 4,65,000/- (Rupees Four lacs Sixty Five thousand only) interalia Transferors converting the tenancy of the Transferee of the said premises into ownership basis. The Transferors are already in receipt of Rs. 16,500/- and balance sum of Rs. 4,48,500/- is to be paid to the Transferors by the Transferee on execution of this presents.

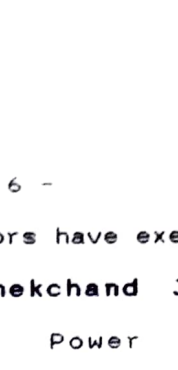
(j) As per mutual understanding arrived between the parties hereto : -

i) The Transferors have obtained NOC from the said Society dated 01.04.1997 interalia allowing them to transfer the said premises and the said shares in favour of the Transferee by converting his tenancy into ownership.

ii) The Transferors and Transferee have executed all necessary forms, applications and other deeds, documents and writings required for completion of sale by the Society and other concerned authorities.

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- iii) The Transferors have executed in favour of Mr. Manekchand Jivraj Chheda Irrevocable Power of Attorney dated 15.01.1997 limited to the extent of transfer of the said shares and the said premises in the name of the Transferee and that the same is valid and subsisting and is in full force and effect.
- iv) The Transferors have cleared all the debts, dues, duties, taxes, levies, maintenance charges and other outgoings payable to the Society and other concerned authorities upto the date hereof and that there is nothing due or outstanding or payable under any Act or law and that they are not restricted in any manner for completion of transaction.
- (k) The transfer charges and other payments payable to the Society for Transfer of the said shares and the said premises will be paid to the Society by the Transferee alone.
- (l) The stamp duty and registration charges as applicable to this deed is paid by the Transferee as per market value as applicable.
- (m) The Transferors hereby declare, covenant, state and represent to the Transferee that :-
- (i) they have not created any encumbrances by way of sale, lease, exchange, gift,



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mortgage, charge, lien, loan, hypothecation, pledge, easement, possession, leave and licence, tenancy, caretaker or otherwise **SAVE AND EXCEPT** the tenancy created in favour of the Transferee herein and that the said shares and the said premises are free from all encumbrances, claims and demands.

- ii) there is no amount due, payable or outstanding or any arrears in respect of the said shares and the said premises payable to the Society, Income Tax authority, Wealth Tax Authority, Municipal Corporation of Greater Mumbai, Collector and other concerned competent authority under any act or law and that the same are paid upto the date hereof in full satisfaction thereof.
- iii) there is no litigation or legal proceeding pending or subsisting by or against us in any court of law, tribunal or concerned authority nor there is any violation of rules, regulation or bye-laws of the said Society and our membership is not terminated nor we are expelled from the said membership of the said Society.
- iv) we have not received any notice for any

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acquisition or requisition of the said premises and the said shares under any act or law nor I am restricted in transferring the said shares and the said premises absolutely and forever to the Transferee by converting tenancy of the Transferee into ownership.

v) the original Agreement entered into with the Builder is lost and/or misplaced and Except the Original Share Certificate we do not have any deeds, documents or writings nor we have created any charge or lien by handing over or delivering the same to any party or person and we undertake that as and when the same is found and/or traceable we will handover immediately the same to the Transferee.

(vi) there is no caveat filed in any court of law by or against us nor any lispendens thereof before Sub-Registrar of Assurances.

(vii) relying upon the declaration herein made by us, the Transferee has agreed to accept the transfer of the same.

(n) Since there is no liability of any nature whatsoever in respect of the said shares and the said premises and therefore upon request of the Transferee and on compliance of all the requirements required by the parties

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hereto for completion of transaction and vesting the said shares and the said premises in the name of the Transferee absolutely and forever the Transferors have agreed to execute this Deed in the manner hereinafter appearing.

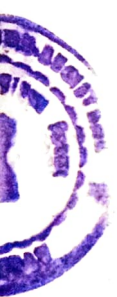
NOW THIS DEED OF TRANSFER WITNESSETH THAT in pursuance of the said Agreement dated 01.12.1974 and recital forming part of this Deed and in consideration of Rs. 16,500/- (Rupees Sixteen thousand Five hundred only) already paid in 1974 and further sum of Rs. 4,48,500/- (Rupees Four lacs Forty Eight thousand Five hundred only) paid by the Transferee to the Transferors by Pay Order No. 841567 dated 5.04.1997 drawn on Indian Overseas Bank, N.J.I.E. Branch, Mumbai - 400 072 making aggregate sum of Rs. 4,65,000/- (Rupees Four lacs Sixty Five thousand only) towards purchase price for conversion of Tenancy into Ownership as full and final consideration amount in full satisfaction thereof (the payment and receipt whereof the Transferors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do forever acquit, release and discharge the Transferee). **THEY** the Transferors do and each of them doth hereby grant, release, convey, transfer and assure all their share, right, title, interest, benefit, claim or demand in respect of the Non-residential Premises no. 47 on 2nd floor in

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the building No-A known as **NAND-JYOT Industrial Estate** situate lying and being at Kurla Andheri Road, Safed Pool, Sakinaka, Andheri (East), Mumbai 400 072 and admeasuring about 1645 sq.ft. carpet area together with five fully paid up shares having face value of Rs. 50/- each and bearing distinctive nos. 221 to 225 (both inclusive) as evidenced by share certificate nos. 45 (hereinafter referred to as the said **Shares**) issued by Nandjyot Industrial Premises Co-operative Society Limited, the Society registered under no. BOM/GEN-797 of 1974 under the provisions of Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder (hereinafter referred to as the said Society) **AND ALSO TOGETHERWITH** all the sinking fund and other deposits, benefits, previliges, advantages, attached therewith (hereinafter all the aforesaid collectively referred to as the said Premises). **AND ALSO TOGETHER WITH** all deeds, documents writings and other evidences of title relating to the said premises whatsoever at law and in equity of the Transferors in to out of or upon the said premises or any part thereof **TO HAVE AND TO HOLD** the said premises hereby granted, released, transferred, conveyed assured or intended or expressed so to be with their and every of their right, member and appurtenances thereof unto and to the use and benefit of the Transferee forever and absolutely but subject to the payment of all rents, rates, taxes, duties, assessments, maintenance



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charges now chargeable or which may become payable hereafter to the Society B.S.E.S. Ltd., Government, Collector, Mumbai Municipal Corporation or other concerned authorities in respect thereof **AND THE TRANSFERORS** do and each of them doth hereby for themselves their heirs, executors, administrators and successors covenant with the Transferee that **NOTWITHSTANDING** any acts, deeds, matters or things whatsoever by the Transferors or by any person or persons lawfully or equitably claiming by, from through under or in trust for them made, done committed omitted or knowingly or willingly suffered to the contrary **THEY** the Transferors now have in themselves good right, full power and absolute authority to grant, release, convey, transfer and assure the said premises hereby granted, released, conveyed, transferred and assured or intended or expressed so to be unto and to the use and benefit of the Transferee his heirs, executors, administrators, successors and assigns in the manner aforesaid **AND THAT** it shall be lawful for the Transferee from time to time and at all times hereafter peaceably and quietly to continue to hold enter, upon, have, occupy, possess and enjoy the said premises hereby granted, released, conveyed, transferred and assured with the appurtenances thereof and to receive the rents, issues and profits thereof and every part thereof to and for his own use and benefit without any



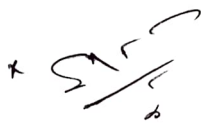

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Corporation and other concerned authorities in respect of the said premises or any part thereof and shall also pay all the taxes, charges, duties etc. to the aforesaid concerned authorities regularly in respect of the said premises or any part thereof. **AND THIS INDENTURE** further witnesseth that the original Agreement for Sale executed in 1973 as recited in recital (a) above is lost and or misplaced by the Transferors and they the Transferors have not created any charge or lien of any nature whatsoever and in case they find the same, they undertake to forthwith handover to the Transferee the said original Agreement and till such time they the Transferors hereby Indemnify and keep Transferee his heirs, executors, administrators and assigns Indemnified from all costs, charges, expenses, suit, proceedings, claims or demands in respect thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day, month and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO


ALL the share, right, title and interest in the Non-Residential premises no. 47 in building No.-A on 2nd floor of the building Nandjyot Industrial Estate admeasuring 1645 sq.ft. carpet area situate lying and being at Kurla Andheri Road, Sakinaka, Safed Pool, Andheri (East), Mumbai - 400 072

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* 



together with five fully paid up shares having face value of Rs. 50/- each and bearing distinctive nos. 221 to 225 (both inclusive) as evidenced by share certificate no. 45 issued by Nandjyot Industrial Premises Co-operative Society Limited and the said building Nandjyot Industrial Estate constructed in the year prior to 1974 consisting of Basement, Ground and Two Upper floors standing on the Leasehold land bearing Survey No.8, H.No. 11, 14, S.No. 9, H.No. 1 (pt), 4 (pt), 6 (pt), 7 (pt), 8 (pt), 9 and 10, S.No. 10, H.No. 2 (pt), 3 (pt), 4 (pt), 5 (pt), 6 (pt) 7 (pt), S.No. 50, H.No. 7, 8 (pt), 9 (pt), of Village Mohili, Taluka Andheri Sub-District Bandra District Mumbai City and Mumbai Suburban within the municipal limits of L (Ward) Zone - 6 R of Mumbai Municipal Corporation assessed under Assessment No. L 3936 (6BA)/45 G.A..

SIGNED AND DELIVERED)
by the withinnamed TRANSFERORS)
1. MR. MOHANLAL NATHOO SHAH)
2. MR. KESHAVLAL HEMRAJ SUMARIA)
through Power of Attorney holder)
MR. MANEKCHAND JIVRAJ CHHEDA)
IN THE PRESENCE OF)


(SOLI K. DAMANIA)

મુદત ૨૬ ૭ ૧૨૧૪ ૭ ૧

SIGNED AND DELIVERED
by the withinnamed TRANSFEREE
MR. SUBHASH KANTILAL KADAKIA
IN THE PRESENCE OF *Umeshy* ...

)
)
) x *S. 10*
)
)

RECEIVED of and from the)
above named TRANSFEREE a)
sum of Rs. 4,65,000/-)
(Rupees Four lacs Sixty Five)
thousand only) on or before the)
execution of this presents)
as full and final consideration)
amount towards purchase price)
(for conversion of tenancy)
into ownership) in full)
satisfaction thereof as)
withinmentioned to be by the)
Transferee paid to me.)

Rs. 4,65,000/-



WITNESSES

- 1 *Umeshy*
- 2 *Soli K. Damania*
(SOLI K. DAMANIA)

I SAY RECEIVED

Manekchand J. Chheda
(MR MANEKCHAND J. CHHEDA)

C.A. TO TRANSFERORS

Members Registered No. 45

Certificate No. 45

No. of Shares 5

Nand-Jyot Industrial Premises Co-operative Society Ltd.

(Reg. No. BOM/GEN 797 of 1974)

Saki-Naka, Kurla-Andheri Road, Andheri, BOMBAY-400 072.

(Registered under the Maharashtra Co-operative Societies Act, 1960)

(Maharashtra Act XXIV of 1961)

This is to Certify That Shri/Smt./M/s. Moharlal Narayan Shah

& Shri Keshavlal Hemraj Sumeria is the Registered holder

of Five Shares numbered from 221 to 225

(both inclusive) in **Nand - Jyot Industrial Premises Co-operative**

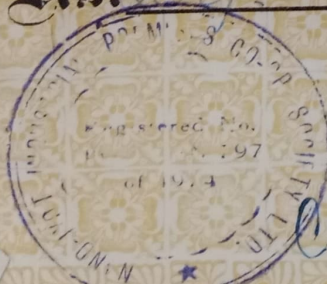
Society Ltd., Bombay on which a sum of Rs. 50-00 per Share has been fully

paid, subject to the Bye-laws of Society.

Given under the Common Seal of the said Society at

Bombay this 1st day of June 1974

Rs. 250/-



Moharlal V. Shah
Chairman

K. S. Shetty
Committee Member

K. S. Shah
Hon. Secretary

MEMORANDUM OF TRANSFER

Date of Transfer	Transfer No.	Members' Regd. No. of Transferor	Name to Whom Transferred	Reg. No. of Transferee	Signature of Chairman, Secretary
<p>A GM</p> <hr style="width: 50%; margin-left: 0;"/> <p>8-8-97</p>	250	45	Subhash K. Kadambur	<p>For Nand-Jyot Industrial Premises Co-operative Society Ltd.</p>	<p><i>[Signature]</i> Secretary.</p> <p><i>[Signature]</i> Chairman; Treasurer</p>