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THIS ACREEMENT made this q day of 2 19 80 m

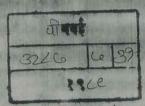
between Shri.KUMUDCHANDRA D. MEHTA hereinafter referred year to as the Vendor (which expression shall be deemed to mean and include his heirs, executors, administrators and assigns) of the One Part and M/s.SHIVAM, a Partnership firm hereinafter referred to as the purchasers which expression shall be deemed to mean and include their heirs, executors, administrators and assigns) of the other Part.

WHEREAS by an agreement dated the 6th January 1977 made between M/s. Gowani Theaters Private Ltd. of the One Part and the Vendors as the Purchaser of the Other Part the Vendor acquired on what is commonly known as ownership the Vendor acquired on what is commonly known as ownership that is now absolutely seized and possessed of and basis and he is now absolutely seized and possessed of and otherwise well and sufficiently entitled to the premises

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No.1004 on the tenth floor in 'Majestic Shopping Centre'. Vendor also declares that he has paid full consideration of the said office premises to the Builders including the maintenance charges of the said office premises upto 31st January, 1980.

Now this indenture withesseth that it is hereby agreed by and between the parties hereto as follows:-

The Vendor has sold the said office premises on the tenth floor in the building known as 'Majestic Shopping Centre' to the purchasers herein on the ownership basis and all his right, title and interest in the said office premises for a total sum of Rs.63,000/-(Rupees sixty three thousand only). The Vendor hereby declares that the said office pre-

The Vendor hereby declares that the said office premises is free from all encumbrances and that he has full substituting rights to make this transfer in the manner hereby done.

That the Vendor hereby agrees that he shall at the request and the cost of the purchasers do or cause to be done anything reasonable for the purpose of more fully assuring, selling, transferring or giving full and complete effect to the true meaning and intend of these presents.

That the Vendor hereby declares and convenants with the Purchasers that he is the owner of the said office premises hereby sold and that he has the power to sell the same.

The Vendor hereby further declares that the right, title and interest which is hereby transferred to the purchasers subsists and he has power to transfer the same.

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That the purchasers shall observe and performall the terms and conditions of the agreement for sale with the Vendor and shall pay to the said Builders in advance the Municipal taxes, water charges, ground rent and other outgoing in respect of the said office premises.

The Purchasers shall also pay to the Builders

Deposit for the share money and deposit for the main
tenance charges and lease amount of the building to

the said builders.

That the Vendor on execution of this Agreement shall have no right, title and interest or claim in the said office premises and the purchasers will be entitled to hold and enjoy the said office premises without any interruption by the vendor.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove mentioned.

Signed Sealed and delivered by the withinnamed Vendor SHRI KUMUDCHANDRA
D. MEHTA in the presence of

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Signed Sealed and delivered by the withinnamed Purchasers M/s.SHIVAM by the hand of SHRI NAREN P.KOTHARI a Partner duly authorised to execute this agreement in the presence of Shri.

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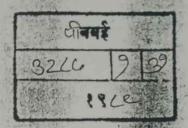
Received of and from the withinnamed Purchasers asum of Rs.63,000/-(Rupees sixtythree thousand only) by cheque No.0653944 dt 9-2-1980 drawn on Bank of India, Opera House Branch, Bombay- 400 004 being the amount of purchase price of the said office premises hereinabove mentioned.

WITNESS:

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John John





DEED OF DECLARATION AND CONFIRMATION:

THIS DEED OF DECLARATION AND CONFIRMATION made at BOMBAY this 30 Th day of NOVEMBER in CHRISTIAN YEAR ONE THOUSAND NINE HUNDRED EIGHTY NINE by M/S. SHIVAM declare state and confirm on Oath as follows:-

(1) That by an Agreement for Sale dated 9th February 1980

We have purchased an office Premise No. 1004 on 10th

We have purchased an office Premise No. 1004 on 10th

Floor, in the building known as Majestic Shopping

Centre, 144- Girgaum Road, Bombay- 400 004 from

Centre, 144- Girgaum Road, Bombay- 400 on the terms

(Rupees Sixty three thousand only) and on the terms

and conditions mentioned in the said Agreement for Sale

and conditions mentioned in the said Office Premises

dated 9th February 1980, and the said Office Premises

dated 9th February 1980, and the Building known as Majestic
No. 1004, on 10th Floor in the Building known as Majestic
Shopping Centre, 144-Girgaum Road, Bombay- 400 004 in the

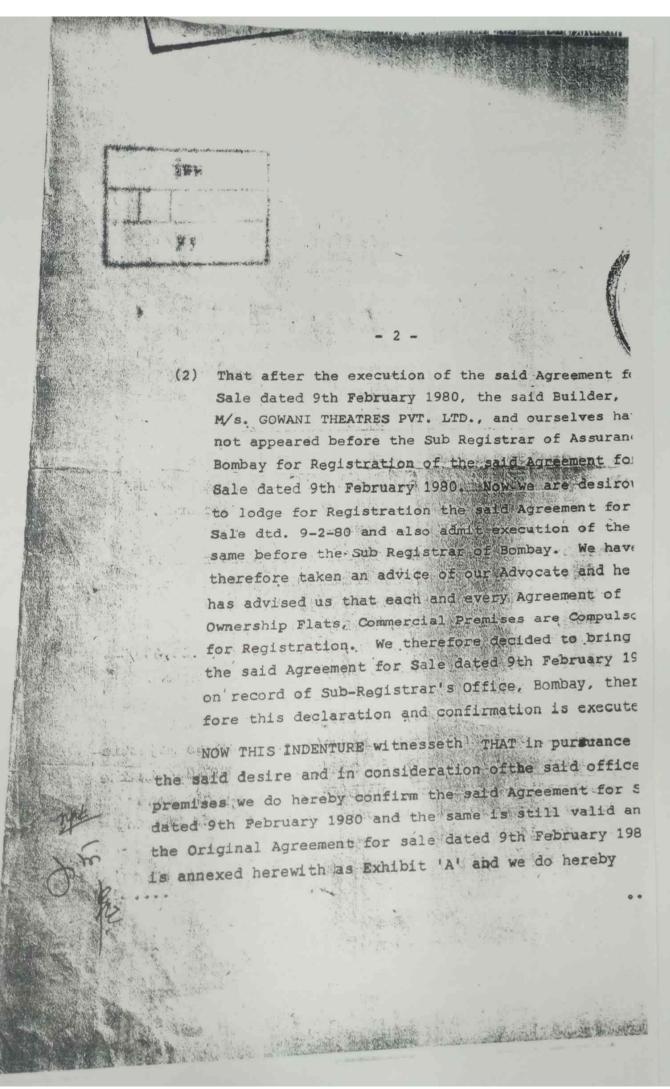
Registration sub. Dist., and District Bombay city and

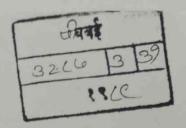
Registration sub. Dist., and District Bombay city and

Bombay suburban Land admeasuring 2590 Sq. Yards bearing

Bombay suburban Land admeasuring 2590 Sq. Yards bearing

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declare and confirm all the terms and conditions mentioned in the said Agreement for sale dated 9th February 1980 and the same terms and conditions binding on our Company as well as on the Partner/Partners/Successors and their legal heirs and the same terms and conditions are binding on the said Builder M/S. GOWANI THEATRES PVT. LTD., and as well as on their Partner/Partners/Successors or their legal Heirs and we have them approved before the Sub-Registrar of Assurance Bombay, within time limit presented the said Agreement for sale dated 9th February 1980 shall take abinitio effects in all respects therein mentioned as effectually the said Agreement for sale dated 9th February 1980 has been duly registred under the Provision of Section 4 of Maharashtra ownership Flats (Regulation of Sale Management and Transfer Act, 1963) and read with the Indian Registration Act, 1908.

Signed & Sealed & Delivered withinnamed M/S. SHIVAM.
in the presence of.

Por SHIYAM Forthum

Witnesses:

SURESH P. KOTHARI

3, 109/117 C.P. Tonk PL,

Bom Lay - 400 004

BITCHDRY K. BHAYANI

B. GELINHAR Magar

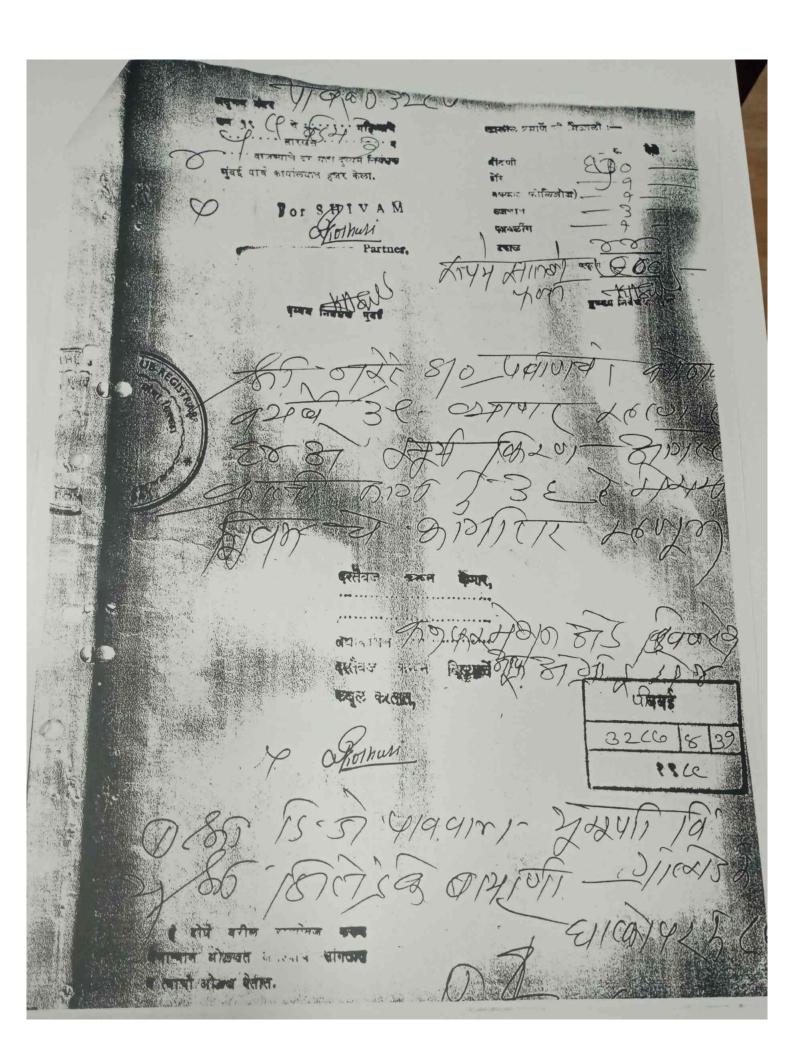
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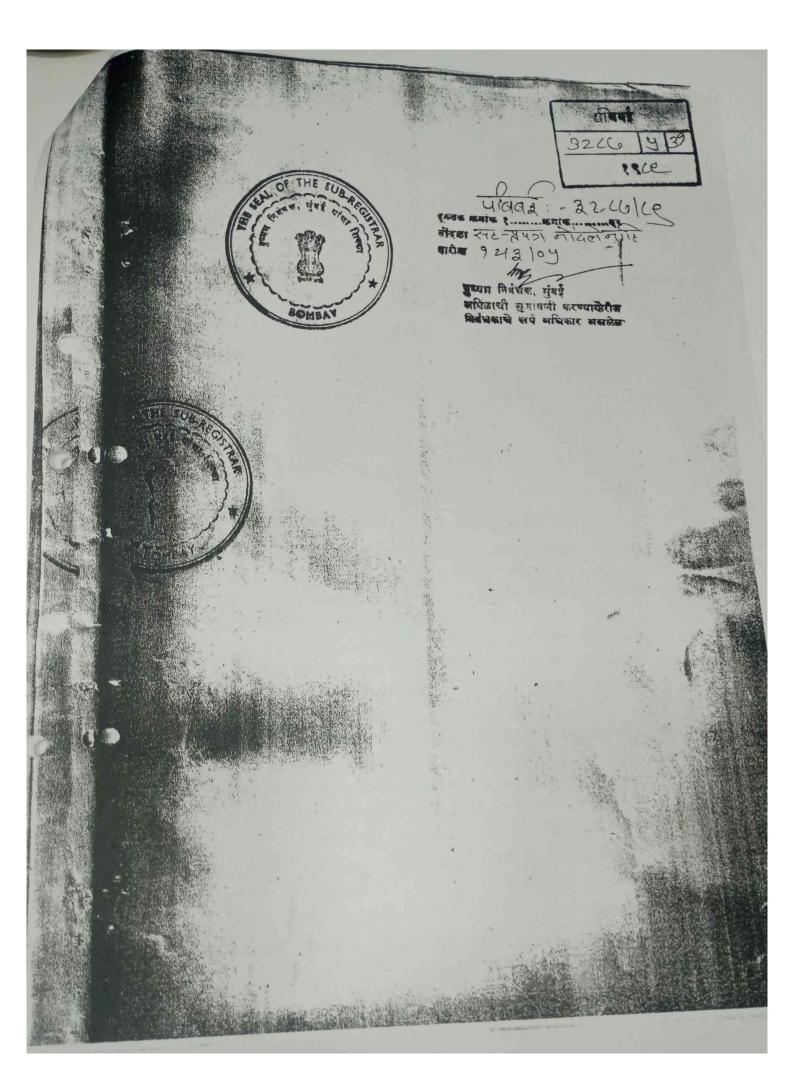
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CO-OPERATIVE NEW SOCIETY LIMITED (Registered under M.C.S. Act, 1960) (Registration No. BOM/W-D/ and Date 10-6-1994 SHARE CERTIFICATE No. 33 114 Divided into 10,000 Thares each of Rs. 50/- only 500000 Authorised Share Capital Rs. 01004. Member's Register No. 87 THIS IS TO CERTIFY that Phri/ Pent. M/S Shivem of Bombay is the Registered Holder of (Ten) Thares from No. 691 af Rs. 500/2 (Five hundred ony. subject to the Bye-laws of the said Lociety and 144, J. S. Road, Girgaum Bombay-400 004. that upon each of such Shares the sum of Rupees Fifty has been paid. lots Siven under the Common Leal of the said Lociety at Bombey this_ 1995 day of April. Babulal Purdottarndas livenda 5. meta Hon. Treasurer Hor Secretary or M. C. Member Chairman [P.T.O.]