



श्री. बाय एन. ममदा परवाना धारक मुद्रांक विक्रेता  
 २३ ई. पोदारा रोड, एत ए. वी. रोड, को. २, मु. ४००००९.

18 SEP 1999,

क्रमांक 233 दिनांक

सर्वधी/श्री/श्रीमती Vczitas Investments Ltd

यांना रु. स्वाक्षरी मुद्रांक

मेवा वी. वी.

सही.

परवाना धारक मुद्रांक विक्रेता

CERTIFIED TRUE COPY  
 TRUE COPY




THIS AGREEMENT FOR TRANSFER made at Mumbai this  
 21<sup>st</sup> day of September in the Christian  
 Year One Thousand Nine Hundred Ninety Nine BETWEEN MR.  
 RAJIT KAPUR, aged 36 years, of Mumbai Indian  
 Inhabitant, presently residing at 61, Sujata, Little  
 Gibbs Road, Malabar Hill, Mumbai - 400006, hereinafter  
 referred to as "the TRANSFEROR, (which expression shall  
 unless it be repugnant to the context or meaning  
 thereof be deemed to mean and include his heirs,





executors and administrators) of the ONE PART AND  
**VERITAS INVESTMENTS LTD.**, a Company registered under the  
provisions of the Companies Act, 1956 and having its  
registered office at 1410, Maker Chambers V, Nariman  
Point, Mumbai - 400021, 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  
**OTHER PART :**

*[Handwritten signature]*



**WHEREAS** by an Agreement dated 27th February 1973 executed by and between M/s. Gupta Constructions (P) Ltd., the First Owners and M/s. Jyoti Embroidery Pvt. Ltd., the Second Owners agreed to purchase and acquire a office premises bearing No.701 on the 7th floor of the building known as Embassy Centre, situated at Plot No.207, C.T.S. No.1642, Fort Division, Block III, Jamnalal Bajaj Street, Backbay Reclamation falling within the Mumbai Municipal Ward "H"(West), Nariman Point, Mumbai 400021, hereinafter referred to as "the said premises", along with 5 (five) Shares of Embassy Centre Premises Co-operative Society Ltd. at or for the consideration and upon the terms and conditions stated therein and pursuant thereto, the Second Owners i.e. Jyoti Embroidery Pvt. Ltd. were seized and possessed of the said office premises;

**AND WHEREAS** by an Agreement dated 20th November 1980 executed by and between Jyoti Embroidery Pvt. Ltd.( the Venders therein ) and Mr. Rajit Kapur (the Purchaser therein), the Transferor herein agreed to purchase and acquire the said premises viz: office premises bearing No.701 on the 7th floor of the building known as Embassy Centre, situated at Plot No.207, C.T.S. No.1642, Fort Division, Block III, Jamnalal Bajaj Street, Backbay Reclamation falling



within the Mumbai Municipal Ward "H"(West), Nariman Point, Mumbai 400021, along with 5 (five) Shares of Embassy Centre Premises Co-operative Society Ltd. at or for the consideration and upon the terms and conditions stated therein and pursuant thereto, the Transferor herein was seized and possessed of the said office premises;

AND WHEREAS the parties to the Agreement dated 20th November 1980, due to oversight could not lodge the said Agreement for registration with the office of the Sub-Registrar of Assurances at Mumbai and therefore, the execution could not be admitted by the said parties. The parties to the said Agreement therefore entered into a Deed of Confirmation dated 1st August 1996 for the purposes of execution and registration of the Agreement for Sale dated 20th November 1980;

AND WHEREAS the Transferor herein is a member of the Embassy Centre Premises Co-operative Society Ltd., a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 under Registration No. BOM-GEN-A-1378 of 1981, hereinafter referred to as "the said Society" ;

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AND WHEREAS the Transferor as such Member is allotted 5 (five) Shares bearing distinctive Nos. 371 to 375 (both inclusive) of the face value of Rs.50/- (Rupees Fifty only) each and an aggregate value of Rs.250/- (Rupees Two Hundred Fifty only) under Share Certificate bearing No.75 dated 1st November 1982;

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AND WHEREAS the Transferor has represented to the Transferee that the said Shares and the said premises are free from all encumbrances and claims and that the Transferor has duly received 'No Objection' from the said Society for the sale and transfer of the said shares and the premises to the Transferee as hereinafter provided;

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AND WHEREAS relying upon the aforesaid representations, the Transferee has agreed to purchase and acquire from the Transferor and the Transferee has agreed to sell and assign to the Transferee the said Shares and all the right, title and interest therein at or for the price and upon the terms and conditions mutually agreed to between the parties hereto;

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AND WHEREAS the parties hereto are desirous of recording the said terms and conditions as hereinafter



appearing:



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY  
AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE  
PARTIES HERETO AS FOLLOWS:

1. The Transferor has agreed to sell, transfer and convey and assign in favour of the Transferee the said 5 (five) Shares bearing distinctive Nos. 371 to 375 (both inclusive) under Share Certificate bearing No. 75 dated 1st November 1982 of the said Embassy Centre Premises Co-operative Society Ltd. together with all the rights attached thereto as Member of the said Society together with the right title and interest of the Transferor in the said premises bearing No. 701, admeasuring 675 sq. ft. on the 7th floor of the building known as Embassy Centre, situated at Plot No. 207, C.T.S. No. 1642, Fort Division, Block III, Jamnalal Bajaj Street, Backbay Reclamation falling within the Mumbai Municipal Ward "H" (West), Nariman Point, Mumbai 400021 on what is known as ownership basis for lumpsum consideration of Rs. 46,50,000/- (Rupees Forty Six Lakhs Fifty Thousand only) payable by the Transferee to the Transferor as under:



(a) Rs. 12,50,000/-

(Rupees Twelve Lakhs

*[Handwritten signature]*

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Fifty Thousand only) on  
signing of this Agreement  
by a Demand Draft/Pay  
Order bearing No.

007133 dated  
21/09/99 issued by

Standard Chartered  
(Bank)

Chowpatty (Branch)

for Rs.12,50,000/- in  
favour of Mr. Rajit  
Kapur.

(payment and receipt  
whereof the Transferor  
doth hereby admit and  
acknowledge and of from  
the same and every part  
thereof doth hereby  
acquit release and  
discharge the Transferee  
for ever.)

(b) Rs.17,00,000/- (Rupees Seventeen Lakhs  
only) on or before 30th  
October, 1999 by a post  
dated cheque bearing No.

158331 dated 30th

October, 1999 drawn on  
Standard Chartered (Bank)

Chowpatty (Branch) in  
favour of Mr. Rajit  
Kapur.

(c) Rs.17,00,000/- (Rupees Seventeen Lakhs only)

on or before 30th

November, 1999 by a

post dated cheque bearing

No. 158332 dated

30th November, 1999 drawn

on Standard Chartered

Bank (Bank)

Chowpatty (Branch)

in favour of Mr. Rajit

Kapur.

2. The Transferor has represented to and assured the Transferee that he has full power and absolute authority in respect of the said Shares and the said premises and the same are free from all encumbrances and claims and the Transferor has no co-holder, trustee or any other person having any right, title, interest, claim or benefit of any nature whatsoever in the said



on premises or any part thereof or of the said Shares and  
(.) that the Transferor has not, at the execution of this  
in Agreement, encumbered, charged or dealt with the said  
it premises or the said Shares in any manner whatsoever.  
The Transferor has further represented and declared  
that no liability by way of unpaid loan or other  
y) charges in respect of the said premises and the said  
th Shares is pending as on the date hereof and the same  
a are free from such liabilities.

On the Transferee having paid to the Transferor  
the said lumpsum amount of Rs.46,50,000/- (Rupees Forty  
Six Lakhs Fifty Thousand only) being the full  
consideration amount, the Transferor shall hand over to  
) the Transferee vacant possession of the said premises  
) and deliver to the Transferee all the documents of  
it title, prescribed transfer forms duly executed by the  
Transferor and the Transferee together with all other  
forms, applications, writings, as may be required for  
he the due transfer of the said premises and the said  
te Shares in favour of the Transferee.

4. The Transferor hereby states and declares that he  
has not contracted to sell or market the said premises  
or the said Shares to any person or persons and that he  
has full and independent right, power and absolute

authority to sell, transfer, convey and dispose off the same. The Transferor hereby further agrees and undertakes to indemnify and keep indemnified the Transferee in the event of any person or persons claiming through, under, or in trust for him or suffer any loss or damage due to any lawful claim put forward by any party to the extent of loss or damage suffered by the Transferee or any person claiming through, under or in trust for them.

5. The Transferor has on or before execution of this Agreement obtained the consent/no objection from the said Society for sale and transfer of the said Shares and the said premises to the name of the Transferee. The donation and/or transfer fee or charges, if any, payable to the said Society shall be borne and paid by the Transferee.

6. The Transferor shall pay and discharge all the municipal taxes, government dues, electricity charges, water charges and other dues and outgoings of whatever nature and payable in respect of the said premises for the period prior to the date of execution of this Agreement, whether determined or to be determined hereafter, and that the Transferor shall pay and discharge the same on demand and shall indemnify and



keep indemnified the Transferee from and against any claim, demand or action, costs, charges and expenses in respect of such dues by the Transferor or made by the Society or any other person in respect of the said premises.

7. The Transferee hereby agree that they shall apply for membership of the said Society and consequent transfer of the said Shares and the said premises and shall abide by the rules, regulations and bye-laws of the said Society and shall regularly and punctually pay the outgoings by way of maintenance charges, taxes and other payments that may be payable in respect of the said premises to the said Society as and when payable.

8. All amounts at present standing to the credit of the Transferor either with the said Society or with any other person or private or public body in respect of the said premises and the said Shares shall stand transferred in the name of the Transferee on completion of sale as if the same have been recovered from the Transferee by way of consideration as aforesaid by the Transferor at the time of execution of this Agreement.

9. The Transferor shall execute in favour of the Transferee or its nominee or nominees all such deeds,

documents and writings as may be reasonably required in law for fully, effectually and more perfectly transferring, conveying and assuring the said shares and the said premises in the name of the Transferee.

10. The Transferor shall procure the requisite Tax Clearance Certificate as required under Section 230-A of the Income-Tax Act, 1961 for the registration of this Agreement or any deed of transfer or assignment executed in respect of the said premises.

11. Stamp duty and registration charges, if any payable on this Agreement or any other document to complete the transaction as herein provided, shall be borne and paid by the Transferee.

12. Each party shall bear and pay their respective legal charges.

13. The Transferor and Transferee hereby agree to duly sign and deliver all relevant papers and receipts of payments made by each party on the execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands, seal and date



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es

to this writing on the day and year first hereinabove  
written.

SIGNED SEALED AND DELIVERED )

by the withinnamed Transferor,)

RAJIT KAPUR in the presence of)

*Rajit Kapur*

1.

*M. S. Subhadra  
Advocate*

2.

SIGNED SEALED AND DELIVERED )

by the withinnamed Transferee,)

VERITAS INVESTMENTS LTD., )

through its Directors viz., )

1. NITIN KUMAR )

2. )

duly authorised pursuant to )

the Resolution dated 21<sup>st</sup> Sept 1999)

passed by its Board of )

Directors, in the presence )

of .. ... )

*Nitin Kumar*

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RECEIVED from Veritas )  
Investments Ltd., a sum of )  
Rupees Twelve Lakhs Fifty )  
Thousand only by a Demand )  
Draft/Pay Order bearing No. )  
*007133* dated *21/09/99* )  
issued by *Standard* )  
*Chartered Bank* (Bank) )  
*Chowpatty* (Branch) )  
payable by them to me. ) Rs. 12,50,000/-

I SAY RECEIVED.

*Rajkumar*  
(TRANSFEROR)



CERTIFIED TRUE COPY

*Asst*  
*04/10*  
N. C. PATEL  
Notary Public,  
State of Maharashtra,  
D-101 Gurakrupa,  
X Rd. No. 2, S. S. Nagar,  
Andheri West, Mumbai 400 053







~~संख्या १२३४~~  
~~२३ मार्च १९९९~~  
~~२३ मार्च १९९९~~  
 राज्याचे दरम्यान दुय्यम निबंधक  
 कोटी बांधे कार्यालयात हजर देता

भाषांतराचा खर्च ...  
 मीसही ची ... २०,००० -  
 कोटी ची (पाके ६) ... ६० -  
 मसाल ... ६०० -  
 एकूण ... २०,६६० -  
 १० मार्च  
 न्याय निदेश

For VERITAS INVESTMENTS PVT. LTD.  
 Authorized Signatory

दुय्यम निबंधक, मुंबई



श्री विमल कुमार  
 वय २५ वर्ष असणारा - असणारा  
 रा १०२ विमल बिल्डींग, मंगेश्वरी रोड.  
 कोटी मालक आहे न/वेरीटस इन्वेस्टमेंट्स  
 लिमिटेड चे संचालक.  
 न्याय निदेशावरून  
 न्यायाधीश  
 न्याय निदेशाचे कर्तव्य करणारा

श्री ललित गोखले असणारा न/अनुकूल वधिसार दिले आहे  
 याची कमीत कमी परीक्षा असणारी २०५ पंधरा  
 शेवटची परीक्षा दिली आहे.  
 न्याय निदेशावरून न्यायाधीश  
 न्यायाधीश जोडला आहे.  
 न्याय निदेशाचे कर्तव्य करणारा

दि २३/११/९९ १० मार्च १९९९  
 न्याय निदेश, मुंबई





श्री-रजिण कपूर

वय ३२ वर्ष व्यवसाय - माल

२३६ सुजाता मल्लिकार्जुन दि. ०००३६

महाराष्ट्र सरकार  
मुंबई  
२३/११/९९

१/११/१९९९



श्री-रजिण कपूर गोंदी व्यवसाय १/११/१९९९ दि. ०००३६

श्री-रजिण कपूर व्यवसाय १/११/१९९९ दि. ०००३६

१. याचक वरिष्ठ दस्तावेज कळ  
२. याचक वरिष्ठ दस्तावेज कळ  
३. याचक वरिष्ठ दस्तावेज कळ

१/११/१९९९  
१/११/१९९९

दि २६/११/९९

संबंधीत पक्षकाराने कलम २३०-अ (१) खालील  
मायकार दाखला क्र. १२३४ (१) २३०१ (१) ५२-१३-११-२०००

दिनांक २०/११/९९ सादर केला आहे ते पडताळून पाहता  
बराबर असल्याचे जाणवत आहे.  
दिनांक ३०-११-९९

दुय्यम निबंधक, मुंबई

दस्त ऐवजातील मालमत्येचे बरे वाजार मूल्य  
रुपये २६५००० इतके ठरविण्यात आले असून  
त्यावर कमी भरलेले रु. शु. रु. २०९०००/००  
दंड रु. १९२६००/०० कलम २३०-अ (१) ५२-१३-११-२०००  
अन्वये दिनांक २६-११-९९  
रोजी वसूल करण्यात आले.

दिनांक ३०-११-९९

सह दुय्यम निबंधक, मुंबई



8448/55  
बबई 3226/55  
मुख्यम निबंधक, मुंबई  
नौबला.  
9/92/55  
पारीब :  
मुख्यम निबंधक, मुंबई





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**DATED, THIS            DAY OF SEPTEMBER, 1999**  
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**BETWEEN**

**MR. RAJIT KAPUR**

**AND**

**VERITAS INVESTMENTS LTD.**

**A G R E E M E N T**

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16/11/99

सूचे  
बाहेर...../९९

सा 479 000/-  
पेन्स 19160/-

(5) 16/11/99

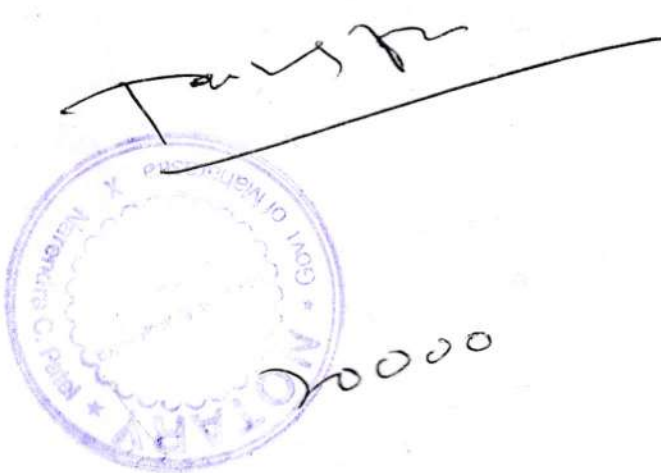
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CS 1642 For

Mr 18TP  
DIX पेन्स



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29/11/99  
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