



श्री. वाय एन. प्रसाद परवाना धारक मुद्रांक विक्रेता  
 २३ ई. पोवार पेन्सर्न, एन ए बी रोड, को. २ २००००१.

18 SEP 1999,

क्रमांक 232

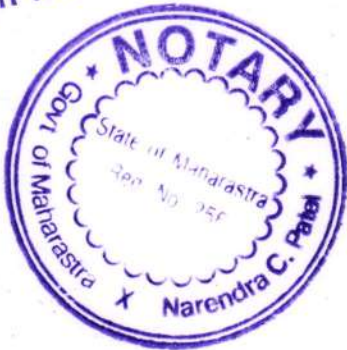
सर्वश्री/श्री/श्रीमती Arbitrum Finvest. Pvt - Ltd

यांना रु. ... स्वाक्षर मुद्रांक  
 पेपर विक्रेता.

सही.

परवाना धारक मुद्रांक विक्रेता

CERTIFIED 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 1) MR.  
 SUMEER KAPUR and 2) MR. ROHIN KAPUR, aged 27 years and  
 21 years respectively, of Mumbai Indian Inhabitants,  
 presently residing at 62, Kshitij, Nepean Sea Road,  
 Mumbai - 400026, hereinaft referred to as "the  
 TRANSFERORS, (which expression shall unless it be

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repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the ONE PART AND ARBITRUM FINVEST PVT. 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 :

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.712-A, 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, 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 1)Mr.Sumeer Kapur and 2) Mr. Rohin Kapur (the Purchasers therein), the Transferors herein agreed to purchase and acquire the



said premises viz: office premises bearing No.712-A, 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, 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 Transferors herein were 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 31st October 1996 for the purposes of execution and registration of the Agreement for Sale dated 20th November 1980;

AND WHEREAS the Transferors herein are joint members of the Embassy Centre Premises Co-operative Society Ltd., a Society registered under the provisions

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of the Maharashtra Co-operative Societies Act, 1961  
under Registration No. BOM-GEN-A-1378 of 1981,  
hereinafter referred to as "the said Society" ;

AND WHEREAS the Transferors as such joint Members  
are allotted 5 (five) Shares bearing distinctive Nos.  
746 to 750 (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.150 dated 1st November 1982;

AND WHEREAS the Transferors have represented to  
the Transferee that the said Shares and the said  
premises are free from all encumbrances and claims and  
that the Transferors have 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;

AND WHEREAS relying upon the aforesaid  
representations, the Transferee has agreed to purchase  
and acquire from the Transferors and the Transferor 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;



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 Transferors have agreed to sell, transfer and convey and assign in favour of the Transferee the said 5 (five) Shares bearing distinctive Nos. 746 to 750 (both inclusive) under Share Certificate bearing No.150 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 Transferors in the said premises bearing No.712-A, 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



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basis for lumpsum consideration of Rs.46,50,000/-  
(Rupees Forty Six Lakhs Fifty Thousand only) payable by  
the Transferee to the Transferors as under:

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

(Rupees Twelve Lakhs  
Fifty Thousand only) on  
signing of this  
Agreement by two Demand  
Drafts/Pay Orders of  
Rs.6,25,000/- (Rupees Six  
Lakhs Twenty Five  
Thousand only) each in  
favour of Mr. Sumeer  
Kapur and Mr. Rohin  
Kapur.

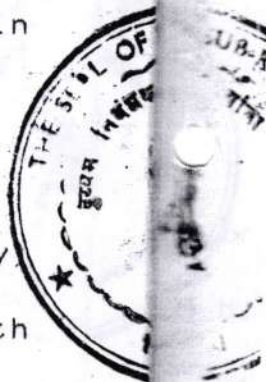
(payment and receipt  
whereof the Transferor  
doth hereby admit and  
acknowledge and of from  
the same and every part  
thereof doth hereby  
acquit release and  
discharge the Transferee  
for ever).

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

only) on or before 30th  
October, 1999 by two post  
dated cheques dated 30th



October 1999 for  
Rs.8,50,000/- (Rupees  
Eight Lakhs Fifty  
Thousand only) each in  
favour of Mr. Sumeer  
Kapur and Mr. Rohin  
Kapur respectively.



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

on or before 30th  
November, 1999 by two  
post dated cheques dated  
30th November 1999 for  
Rs.8,50,000/- (Rupees  
Eight Lakhs Fifty  
Thousand only) each in  
favour of Mr. Sumeer  
Kapur and Mr. Rohin Kapur  
respectively.

2. The Transferors have represented to and assured  
the Transferee that he has full power and absolute

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authority in respect of the said Shares and the said premises and the same are free from all encumbrances and claims and the Transferors have no co-holder, trustee or any other person having any right, title, interest, claim or benefit of any nature whatsoever in the said premises or any part thereof or of the said Shares and that the Transferors have not, at the execution of this Agreement, encumbered, charged or dealt with the said premises or the said Shares in any manner whatsoever. The Transferors have further represented and declared that no liability by way of unpaid loan or other charges in respect of the said premises and the said Shares is pending as on the date hereof and the same are free from such liabilities.

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

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4. The Transferors hereby state and declare that they have have 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 Transferors hereby further agree and undertake 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 Transferors have 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 Transferors shall pay and discharge all the municipal taxes, government dues, electricity charges,

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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 Transferors 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 Transferors 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 Transferors 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

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of sale as if the same have been recovered from the Transferee by way of consideration as aforesaid by the Transferors at the time of execution of this Agreement.

9. The Transferors 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 Transferors 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 Transferors and Transferee hereby agree to duly



Warendra C. P.

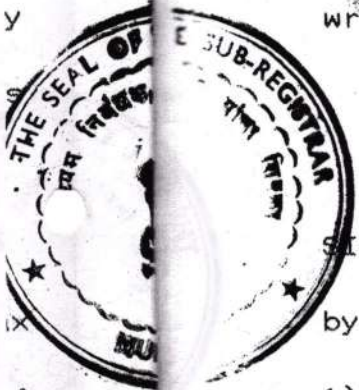
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sign and deliver all relevant papers and receipts of payments made by each party on the execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands, seal and date to this writing on the day and year first hereinabove written.



SIGNED SEALED AND DELIVERED )

by the withinnamed Transferors,)

*Sumeer Kapur*

1) SUMEER KAPUR )

and

2) ROHIN KAPUR )

*Rohin Kapur*

in the presence of .... )

1.

*A. S. Arichand  
Advocate*

2.

SIGNED SEALED AND DELIVERED )

by the withinnamed Transferee,)

ARBITRUM FINVEST PVT. LTD. )

through its Directors viz., )

CERTIFIED TRUE COPY

*M. C. PATEL*  
Notary Public  
State of Maharashtra  
D-101, Court  
R. N. No. 2, 3  
Amboli, W. Mumbai



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 .. ... )

1. *[Signature]*

2.

RECEIVED from Arbitrum )

Finvest Pvt. Ltd., a sum of )

Rupees Twelve Lakhs Fifty )

Thousand only by a Demand )

Draft/Pay Order bearing No:5 )

414445 & 414446 dated 21/09/99 )

issued by )

State Bank of India (Bank) )

Narman Point (Branch) )

payable by them to us. ) Rs. 12,50,000/-

**CERTIFIED TRUE COPY**

WE SAY RECEIVED.

1. x *Samir Kapur*

2. x *Rohin Kapur*  
(TRANSFEROR)

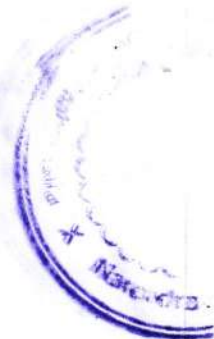


*5/4/10*  
**N. C. PATEL**  
Notary Public,  
State of Maharashtra,  
D-101, Gurukrupa,  
X Rd. No. 2, S. S. Nagar,  
Andheri Wj, Mumbai-400





23/04/2023  
[Signature]  
[Stamp]







श्री सुमिर कपूर  
वय 20 वर्ष अवस्था - अविवाहित

श्री. रवि कपूर  
वय 29 वर्ष शिक्षण क्षेत्र र/ ए2 विभाजन  
36 नेपियन रोड (फ्लैट) 00003E

सहकारक दस्तऐवज,                       
                      
 व्यापकित                       
 सहायक दस्तऐवज संख्या                     



Sunir Kapur      2X Rokin Kapur

श्री. रवि गंधी व्यावसायिक 'हैरगुला' एडिटर (पुणे) एल.  
 श्री. ए. कमल चारीय व्यावसायिक र/ 24 अंगण,                       
 सवली एली रोड (फ्लैट) 000002

१० २१५ बसल दस्तावेज                       
 असाधारण जोडवता असाधारण साधारण  
 २१ असाधारण जोडवता देवात.

७ June H.S.  
                      
                    

दि १६/११/९९

दस्त देवजातील मातृमतेचे खरे वाजार मूल्य  
 रुपये ४६५०००० इतके ठरविण्यात आले असून  
 त्यावर कोणी भरलेले रु. शु. रु. २०००००/-  
 बंध रु. १९९००/- चलन कमांक अनुक्रमे २०००००/-  
 अर्चये दिनांक १६-११-९९  
 रोजी वसूल करण्यात आले.  
 दिनांक ३०-११-९९  
 सह दुय्यम निवेद्यक, मुंबई.



बुद्धि-8884/55.  
मुद्रांक नं. १ कर्मांक नं.  
नोदला.  
१/१२/५५.  
बारीख : बुद्धिम निबंधक, मुंबई





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

**1.MR. SUMEER KAPUR**

**2.MR. ROHIN KAPUR**

**AND**

**ARBITRUM FINVEST PVT. LTD.**

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

वर्ष २५५८/९९

१६/११/९९

479 000/-  
19/60/-

(4) 15/11/99  
(41) 16/11/99



SD 100

CS 1642 For

Transfer

465000



20000

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MV/STP

~~29/11/99~~

CS-1642

29/11/99

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