

116

Shreeshi  
Chambers

Wednesday, June 19, 2002

3:45:48 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

Parta  
Dhanera

पावती क्र. : 2186

दिनांक 19/06/2002

गावाचे नाव गिरगाव

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

बबई 1 - 03031 - 2002

करारनामा

सादर करणाराचे नाव

मेसर्स गुजरात डायमंड टर्फे भागिदार निलेशकुमार रमणिकलाल

नोंदणी फी

:-

20000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

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260.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -&gt; एकत्रित फी (13)

एकूण

20260.00

आपणास हा दस्त अंदाजे 4:01PM म्हा वेळेस मिळेल

दुय्यम निबंधक

सह निबंधक

मुंबई शहर क्र. १.

मुद्रांक शुल्क :- 720000



R 1200001 - Rs Seven Lacs

GENERAL STAMP OFFICE

TOWN HALL, FORT  
MUMBAI - 400 023  
MAH/GS0/011



STAMP DUTY

Rs. 0720000

महाराष्ट्र  
SPECIAL ADHESIVE

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M. M. Pednekar  
Proper Officer,  
General Stamp Office Mumbai

THIS AGREEMENT OF SALE made and entered into at MUMBAI this 11 day of MARCH 2002 BETWEEN M/S. **GANDHI ENTERPRISES** a partnership firm having its address at 116, Shreeji Chambers, Tata Road No. 1 & 2, Opera House, Mumbai - 400 004, hereinafter referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partner or partners, legal representatives, heirs, executors, administrators and assigns) of the FIRST PART and M/S. **GUJARAT DIAMONDS**, a partnership firm registered in the State of Gujarat and having its address at Ajbani Estate, Opp. Moti Baug, Jadakhadi, Mahidharpura, Surat - 395 003, hereinafter referred to as "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partner or partners, legal representatives, heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS by an Agreement dated 10.07.1995 made and entered into by and between PURPORTED INVESTMENTS PVT.LTD. as Vendors and M/S. **GANDHI ENTERPRISES** as Purchasers, the Transferor herein had purchased and acquired all the beneficial rights, title and interest together with all incidental right of use, occupancy and possession of Unit No.116 on the 1<sup>st</sup> Floor, admeasuring 355/ sq.ft. carpet or thereabout in the building "SHREEJI CHAMBERS" situated at Tata Road No 2, Opp. Prasad Chambers, Opera House, Mumbai - 400 004 (hereinafter referred to as "the said premises"), more particularly described in the Schedule hereunder written.

AND WHEREAS the Transferor is a registered member of **SHREEJI CHAMBERS PREMISES CO-OPERATIVE SOCIETY LTD.** (REGISTRATION NO. BOM/WD/GNL/(O)/369 OF 1996-97 DT. 09.05.1996) having its registered office at TATA ROAD NO.2, OPP. PRASAD CHAMBERS, OPERA HOUSE, MUMBAI - 400 004 (hereinafter referred to as 'the said society') and is the sole and absolute owner/holder of 10 (Ten) shares of the face value of Rs. 50/- (Rupees Fifty Only) each of the aggregate value of Rs. 500/- (Rupees Five Hundred Only) bearing distinctive numbers 181 to 185 (both inclusive) under share certificate No. 37/116 dated 26.05.1997 and 186 to 190 (both inclusive) under Share Certificate No. 38/116 dated 26.05.1997, issued by the said society (hereinafter referred to as "the said shares") and which share certificates stand in the name of the Transferor.

AND WHEREAS the Transferor is absolutely seized and possessed of or otherwise well and sufficiently entitled to Unit No 116 admeasuring 355 sq. ft. carpet, or thereabout on the 1<sup>st</sup> floor in the building named and known as "SHREEJI CHAMBERS" situated at TATA ROAD NO.2, OPP. PRASAD CHAMBERS, OPERA HOUSE, MUMBAI - 400 004 and belonging to the said society.

✓ A.P.B. - Gandhi - N.A.B.M.



AND WHEREAS the Transferor has agreed to sell, transfer and assign to the Transferee and the Transferee has agreed to purchase from the Transferor the said shares and the said premises together with the right of use and occupancy thereof at or for the price of Rs. 72,00,000/- (Rupees Seventy Two Lacs Only) on "as is where is" basis.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Transferor hereby sells, transfers and assigns and the Transferee hereby purchases and acquires the said shares and interest in the said 10 (Ten) shares bearing distinctive Nos. 181 to 185 (both inclusive) under share certificate No. 37/116 dated 26.05.1997 and 186 to 190 (both inclusive) under share certificate No. 38/116 dated 26.05.1997 issued by Shreeji Chambers Premises Co-Op. Society Ltd. and incidental thereto all right, title and interest and benefits of the Transferor in the said Unit No. 116 admeasuring 355 sq. ft carpet or thereabout on 1<sup>st</sup> floor in the building known as "SHREEJI CHAMBERS" situated at Tata Road No.2, Opp. Prasad Chamber, Opera House, Mumbai - 400 004 at or for the price of Rs. 72,00,000/- (Rupees: Seventy Two Lacs Only) on "As is where is" basis.
2. The Transferor has handed over vacant, quiet and peaceful possession of the said premises and the said shares to the Transferee simultaneously with the execution of this Deed.
3. The full consideration for the sale amounting to Rs. 72,00,000/- (Rupees: Seventy Two Lacs Only) has been paid by the Transferee to the Transferor, on the execution of this Agreement, the receipt whereof the transferor doth hereby admit and acknowledge.
4. The Transferor hereby covenants with the Transferee as follows:-
  - i) That the Transferor is the sole and absolute owner of the said shares and the said premises and no other person or persons has or have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said shares and the said premises either by way of sale, charge, lien, gift, trust, lease, easement or otherwise howsoever and has good right, full power and absolute authority to sell and transfer the same to the Transferee:
  - ii) That the Transferor has not created any charges or encumbrances of whatsoever nature in respect of the said premises nor are the said premises and the said shares subject matter of any litigation nor are the same or any of them attached in execution of any decree nor has the Transferor created any tenancy or leave and licence or any right in favour of any one in respect of the said premises.

A. B. Gandhi & NASH



- iii) That the Transferor has duly observed and performed the rules, regulations and bye-laws of the said society and paid upto date its contribution of the municipal taxes, water, electricity and maintenance, repairs and other charges and outgoing payable by it in respect of the said premises.
- iv) That Transferor has obtained proper No-Objection Certificate from the society in favour of the Transferee for transfer of the said shares and the said premises.
- v) That the Transferor shall whenever required to do so from time to time and at all times hereafter execute and sign and cause to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing, assuring and effectually transferring the said shares and the said premises unto and to the use of the Transferee forever:
- vi) That the Transferor shall indemnify and keep indemnified the Transferee from and against all actions, claims, demands, costs, charges and expenses, etc. claimed as falling due prior to the completion of sale contemplated under this agreement.
- vii) That all the amounts standing to the Transferor's credit on this day in the books of the society towards share money, deposits, sinking fund and other amounts to which the Transferor is legitimately entitled to in respect of it being member of the said society, shall be transferred to the name of the Transferee. Likewise, any other sum such as electricity deposit, water deposits, etc. shall be transferred to the name of the Transferee; and
- viii) That the Transferor has not done or omitted to do any act, deed, matter or thing and there is no impediment or restraint or injunction against the Transferor under any law, whereby it is prevented from selling and transferring the said shares and said premises to the Transferee.

5. The Transferee hereby covenants with the Transferor as follows:-

- i) That the Transferee on getting the possession of the said premises regularly pay to the said society its proportionate contribution of the municipal taxes, water, electricity, maintenance repairs and other charges and outgoing payable in respect of the said premises; and
- ii) That the Transferee shall observe, perform and abide by all the rules, regulations and bye-laws of the society from time to time in force.

✓ A. B. Gandhi & NAG

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6. The Transferor has handed over to the Transferee all documents of title including all original agreements, share certificate, etc. in respect of the said shares and said premises simultaneously on execution of this Deed.
7. The transfer fees, voluntary donation or any other sum of money by whatever name called payable to the society for the transfer of the said shares and said premises in favour of the Transferee shall be borne and paid by the parties equally.
8. Stamp duty and registration charges, if any, payable on this Agreement shall be borne and paid by the Transferee alone. Such stamp duty and registration charges etc. payable in respect of the said premises on any prior agreement other than the present one shall be exclusively borne and paid by the Transferor alone and the Transferee shall be entitled to be indemnified against the same.
9. The Transferee shall not be called upon by the Transferor to make additional payment of any sum of money other than that has been expressly agreed upon with the Transferor in this agreement.
10. The Income Tax Nos. of the Transferor and the Transferee are as under:-

**TRANSFEROR**

**M/S. GANDHI ENTERPRISES**

- AAAFG0283D

**TRANSFEEEE**

**M/S. GUJARAT DIAMONDS**

- APPLIED FOR; NOT ALLOTTED

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11. The parties shall bear their respective Professional charges relating to this agreement.
12. This agreement has been executed in Mumbai, the property is situated in Mumbai, the payment is made in Mumbai and is subject to Mumbai jurisdiction.

**SCHEDULE REFERRED TO ABOVE**



IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands the day and year first hereinabove written.

**SIGNED AND DELIVERED BY**

the withinnamed "TRANSFEROR"

M/S. GANDHI ENTERPRISES represented by one of  
its partners **SHRI SMT. Anila B. Gandhi**

in the presence of True

**For GANDHI ENTERPRISES**

*A. B. Gandhi*  
**PARTNER**

**SIGNED AND DELIVERED BY**

the withinnamed "TRANSFeree"

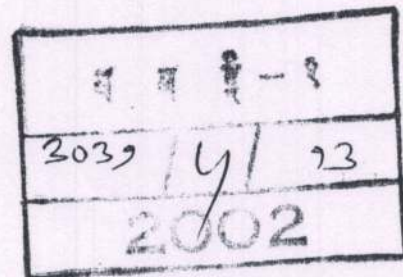
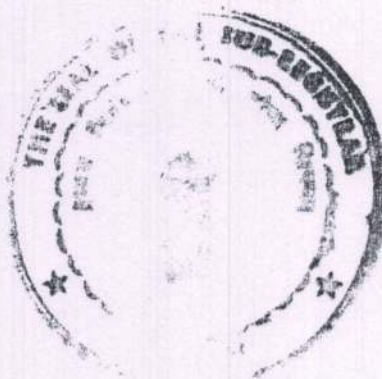
M/S. GUJARAT DIAMONDS represented by one of  
its partners **SHRI NILESH KUMAR R. SHAH.**

in the presence of Shah Nitesh V.

**For GUJARAT DIAMONDS**

*N. A. Shah*

**PARTNER.**





## RECEIPT

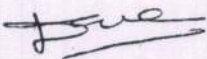
Received Rs. 72,00,000/- (Rupees: Seventy Two Lacs Only) being full and final consideration as mentioned in clause 3 hereof.

| <u>CHEQUE NO.</u> | <u>DATE</u> | <u>NAME OF BANK &amp; BRANCH</u>                                      | <u>IN FAVOUR OF</u>        | <u>AMOUNT (RS.)</u> |
|-------------------|-------------|---|----------------------------|---------------------|
| 391651            | 11/3/02     | The Saraswat<br>Co. op. Bank Ltd.<br>Overseas Br.<br>Mumbai - 400002. | M/s. Gandhi<br>Enterprises | 72,00,000/-         |
|                   |             |   |                            | 72,00,000           |

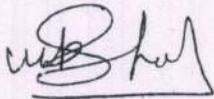
(Rupees: Seventy Two Lacs Only)

### WITNESSES:

1.

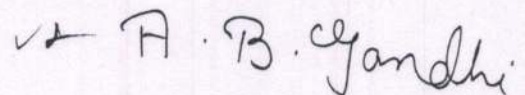


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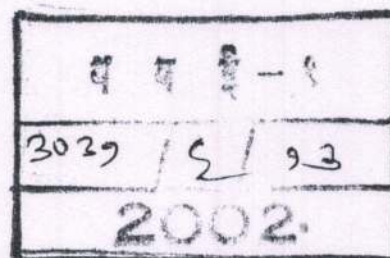
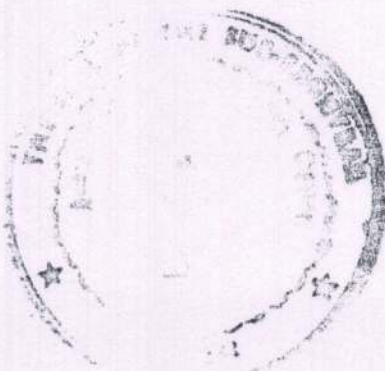
WE SAY RECEIVED

FOR M/S. GANDHI ENTERPRISES



PARTNER

TRANSFEROR





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City of ...

2/14/87

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Page No. 27

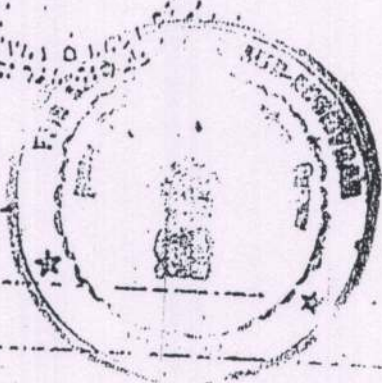
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Notes: This is a true and correct copy of the original as shown to me by the person who presented it to me.

Three Thousand Eight Hundred Forty Eight and 1/100ths

Verity City Survey and Land Records

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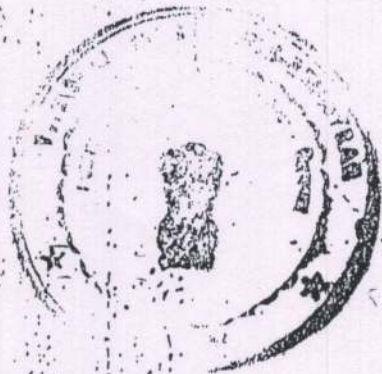
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19/06/2002

3:48:40 pm

दस्त गोषवारा भाग-1

दस्त क्रमांक : 3031/2002

दस्ताचा प्रकार : Agreement

अनु क्र. पक्षकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठर

1 मेसर्स गांधी एंटरप्रायझेस तर्फे भागिदार अनिला बी गांधी

Executor

5 बी जिवन आसा 60 ए पेडर रोड मुं 26

सही A. B. Yandhi

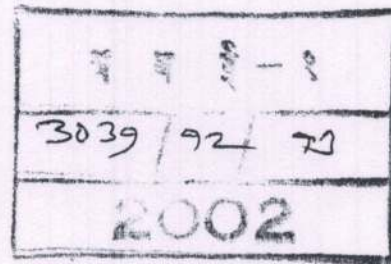


2 मेसर्स गुजरात डायमंड तर्फे भागिदार निलेशकुमार रमणिकलाल शहा

Executant

खलक दिना टेरेस फ्लॅट नं 15 71 तेजपाल रोड ग्वालिया टँक मुं 26

सही N. R. R.





## दस्त गोषवारा भाग - 2

दस्त क्र. 3031-2002] चा गोषवारा

मोबदला : 4655784 मोबदला : 7200000 भरलेले मुद्रांक शुल्क : 720000

दस्त हजर केल्याचा दिनांक : 19/06/2002 03:43 PM

निबंढनावा दिनांक : 11/03/2002

दस्ताचा प्रकार : 25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 19/06/2002 03:43 PM

शिकका क्र. 2 ची वेळ : (फी) 19/06/2002 03:46 PM

शिकका क्र. 3 ची वेळ : (कबुली) 19/06/2002 03:47 PM

शिकका क्र. 4 ची वेळ : (ओळख) 19/06/2002 03:48 PM

दस्त नोंद केल्याचा दिनांक : 19/06/2002 03:48 PM

दस्तऐवज करुन देणार तथाकथीत [ करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

- 1) हेम पटेल , 3/ए सुमंगल अपार्टमेंट विलेपार्ले प मुं 56
- 2) मनिष एम राठोड , 304 बी वृंदावन बिल्डींग वाय आर तावडे रोड दहीसर वेस्ट

दु. निबंधकाची सही  
मुंबई शहर 1 (फोर्ट)

पावती क्र.: 2186 दिनांक: 19/06/2002

पावतीचे वर्णन

नांव: मेसर्स गुजरात डायमंड तर्फे भागिदार  
निलेशकुमार रमणिकलाल शहा N. R. Sh

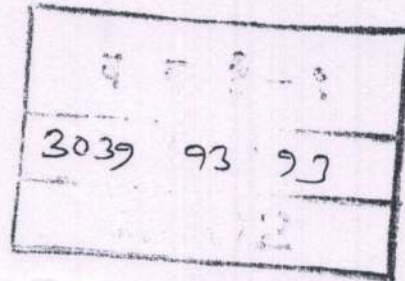
20000 : नोंदणी फी

260 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

20260: एकूण

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)



3039 93 93 / 2002

21/6/2002



# SHARE CERTIFICATE

Certificate No. 37/116

Register No. 19

No. of Shares 5

## Shreeji Chambers Premises Co-op. Society Ltd.

2, Tata Road, Opp. Prasad Chambers,  
Mumbai - 400 004.

( REGN. No. BOM/WD/GNL/[O]/369 of 1996/97 dt. 9-5-96 )

**AUTHORISED CAPITAL : Rs. 1,61,00,000/-**  
**DIVIDED INTO 3,22,000 SHARES OF Rs. 50/- Each.**

This is to certify that M/S. GANDHI ENTERPRISES  
is/are the Registered Holder/s of 5 (FIVE)  
Shares of Rupees Fifty each numbered from 181 to 185  
(both inclusive) in **Shreeji Chambers Premises Co-operative Society Ltd.** subject to the  
Bye-laws of the said society and that upon each of such share/s the sum of Rupees FIFTY  
has been paid.

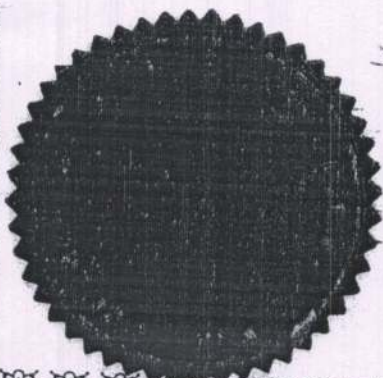
Given under the Common Seal of the Society  
this 26TH day of MAY 19 97

For & on behalf of  
**Shreeji Chambers Premises Co-operative Society Ltd.**

Chairman [Signature]


Hon. Secretary [Signature]

Member of the Managing Committee [Signature]





# MEMORANDUM OF TRANSFERS OF SHARE(S) MENTIONED OVER

| Date    | Transfer No. | Register Folio | NAME OF TRANSFEREE (S) | Initials <small>PRE-Approved Signature</small>                                       |
|---------|--------------|----------------|------------------------|--|
| 31/7/03 | -            | 95             | Gujarat Diamonds       |  |