

WHEREAS:-

- a) By an Agreement dated 6th September, 1974, made between MESSERS S. P. BUILDERS, a Partnership Firm of the One Part and Lal B. Laungani & 3 Others named therein of the Other Part the said MESSERS S. P. BUILDERS sold to the said Lal B. Laungani & 3 Others all that office premises No.31 admeasuring 5225 sq. ft. on the 3rd floor of the New Excelsior Building situated in Esplanade Estate in Explanade Division in 'A' Ward of Municipality and bearing C.S. No.1399 of Fort Division (hereinafter referred to as "the said Office").
- b) By an Agreement dated 17th May, 1975, the said Lal B. Laungani & 3 Others sold the said office to The Transferor asovenamed ~~BY 3-1~~ 22202
- c) The said Transferor became a member of the Excelsior Theatre & Office Premises Co-operative Society - 1399 registered under Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM/GEN/846 of 1975 and the said Society issued two Share Certificates Nos.1 & 2 comprising of 5 shares each of Rs.50/- bearing Distinctive Nos. from 1 to 5 & 6 to ~~10~~ 10 respectively.
- d) The Transferor has agreed to sell, transfer and assign to The Transferee all their / its shares, right, title and interest in and in respect of the said office premises with all rights pertaining or incidental thereto including the right of the use, occupation, possession and enjoyment of the said office premises and all other rights, benefits, advantages and privileges appurtenant thereto for the total consideration of Rs.3,60,00,000/- (Rupees Three Crores Sixty Lacs only) free from all debts, liabilities, encumbrances, lien and charges etc. of whatsoever nature.

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

1. The parties hereto do hereby agree and confirm that The Transferor has agreed to sell and transfer and The Transferee has agreed to purchase and acquire from The Transferor the said Office premises more particularly described in the Schedule hereunder written and 10 shares of Rs 50/- each bearing Distinctive Nos 1 to 5 and 6 to 10 comprised in two Share Certificates Nos 1 and 2 of the said Excelsior Theatre & Office Premises Co-operative Society Ltd. and entire interest of The Transferor in the capital of the said Society and all the shares, rights, title and interest of The Transferor in and in respect of the said premises together with permanent and absolute right of use, occupation, possession and enjoyment of the said premises and together with all other rights, benefits and advantages pertaining to or appurtenant to the said premises together with all other ^{rights, benefits} }
and advantages under the said recited Agreements respectively dated 6th September, 1974 and 17th May, 1975, in respect of the said Office premises at or for the total lump sum price or consideration of Rs. 3,60,00,000/- (Rupees Three Crores Sixty Lacs only) free from all debts, liabilities, encumbrances, use, inheritance, possession, lien and charges of whatsoever nature to be paid by The Transferee to The Transferor on or before the execution hereof in full and final payment of the above expressed consideration amount and upon payment whereof now nothing remains due and payable by The Transferee to
The Transferor

2. The Transferor doth hereby covenant with The Transferee that The Transferor has full right and power and absolute authority to sell, convey and transfer the said shares of the Society and the said office

premises to The Transferee and The Transferor has not done or executed or been party or privy to any act, deed, matter or thing whereby they are / it is prevented from selling conveying, granting and transferring the said shares and the said office premises to The

Transferee

3. The Transferor do hereby agree and declare that

(a) It has received full consideration in respect of the said office premises and the said shares and there is no charge or lien or encumbrance of any nature whatsoever on the said office premises and / or the said shares;

(b) It has paid all Municipal taxes, maintenance charges, electric charges and other charges including all Society dues in respect of the said office upto date;

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(c) There is no attachment on the said Office premises of prohibitory order or injunction in any suit or proceeding prohibiting The Transferor from transferring the said Office premises and / or the said shares.

(d) The Transferor had not entered into any agreement for sale of the said Office premises and / or the said shares with any other person or persons and has not created any rights in favour of any other person or persons in respect of the said Office premises and / or the said shares

(e) There is no claim of any nature whatsoever by any person or persons or by Government, Municipal Corporation or any other authority in or upon or against the said Office premises and / or

the said shares

For NEW INDIA MARITIME AGENCIES PVT. LTD.

FOR GANNON DUKER & CO., LTD.

4. The Transferor further declared it has not taken any loan upon and / or against the said Office premises and / or the said shares either from any individual or from any financial institution or from any person or persons either for the purchase of the said office or for any other reason whatsoever and no amount is due to be paid by the Transferor to any such institutions or person or persons either in one lump sum or by any installment or installments.

5. The Transferor doth hereby indemnify The Transferee against all losses or claims made against or in respect of the said Office premises and agree to keep the Transferee indemnified against all such claims, losses and damages in respect thereof

6. The Transferor doth hereby covenant with The Transferee that The

Transferor has good right, full power and absolute authority to grant

sell, release, transfer and assure the said office premises and all

benefits as above described thereto which are hereby granted, sold,

released, transferred and assured or intended so to be unto and to the

use of The Transferee and that upon The Transferee being put in

possession of the said office premises, together with all the benefits

and interest in respect of the shares that are issued by the said

Society it shall be lawful for The Transferee from time to time and at all

times hereafter to peacefully and quietly hold enter upon, have,

occupy and possess the said office premises with its appurtenances

free from all encumbrances and to enjoy the issues, rents and profits

thereof and every part thereof to and for its (The Transferee's) own

use and benefit without any suit, lawful eviction, interruption, claim and

demand whatsoever from or by The Transferor or by any person or

persons lawfully or equitably claiming or to claim by from under or in

trust for it or any of them.

For NEW INDIA MARITIME AGENCIES PVT. LTD.

FOR GANUN-GOTTA RILEY & CO., LTD.

Managing Director

7. The Transferor has handed over to The Transferee quiet, vacant and peaceful possession of the Office premises and each and every part thereof along with the authority letter directing the Society to handover duplicate share certificates in lieu of lost or misplaced original share certificates to The Transferee

8. The Transferor has handed over to The Transferee all documents relating to the said Office premises including the said recited Agreement dated 17th May, 1975, and the authority letter directing the Society to handover the duplicate share certificates in lieu of lost or misplaced original share certificates, Electricity Bills and all other documents and papers pertaining to the said office to The Transferee.

9. The Transferee shall be entitled to transfer the said Office premises and the share certificates issued by the said Society in respect of the said Office premises to and in the name of The Transferee and The Transferor will assist in getting the said two share certificates transferred in the name of The Transferee.

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10. The Transferor shall remove at their own costs any encumbrances, charges, claim in or upon or against the said Office premises.

11. The Transferor shall do and sign and execute all necessary acts, applications, forms, deeds or writings for more perfectly transferring and vesting the said Office premises and the said shares in respect thereof to and in the name and in favour of The Transferee as may be required by The Transferee and / or by the said Society and / or by the Registrar of Co-operative Societies and / or as may be required by law.

For NEW INDIA MARITIME AGENCIES PVT. LTD.

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FOR GANGLION DUNKERLEY & CO., LTD.

Managing Director.

12 The Transferee and The Transferor shall apply to make The Transferee members of the said Society in respect of the said Office premises and the parties hereto agree to sign necessary papers and other forms for the said purpose and shall abide by all rules and regulations and bye-laws of the said Society and for that purpose The Transferor shall also pay all lawful calls and demands made by the said Society in respect of the said Office premises for the period prior to the date hereof.

13. All dues, liabilities and charges in respect of the said premises including Municipal taxes, maintenance charges, electric charges and other outgoings incurred or due in respect of the said Office premises upto date of this Agreement shall be paid by The Transferor and The Transferee shall be liable to pay all Municipal taxes, maintenance and other outgoings in respect of the said Office premises due hereafter.

14. The Stamp duty and registration charges in respect of this Deed and other writings shall be borne and paid by The Transferee *only* and *only* *only*

15. The transfer fee payable to the said Society for transfer of the said Office premises and said shares to and in the name and favour of The Transferee shall be borne and paid by The Transferor and The Transferee in equal shares.

16. The Transferor shall sign and execute all further documents and papers which they may be called upon to do by The Transferee.

IN WITNESS WHEREOF the parties hereto have hereunto set a subscribed their respective Common Seals the day and year first hereinabove written

For NEW INDIA MARITIME AGENCIES PVT. LTD.

Managing Director

THE SCHEDULE ABOVE REFERRED TO

All that Office premises No.31, admeasuring 5225 square feet built up area situated on the third floor of the building known as New Excelsior Building of the Excelsior Theatre & Office Premises Co-operative Society Ltd. at the Junction of Wallace Road (also known as Ravelin Street) and Bastion Road, Fort, Mumbai-400 001 bearing Cadastral Survey No.1399 of Fort Division in the Municipal Ward No.448(2) in the Registration Sub-District and District of Bombay Suburban (BSD).

THE COMMON SEAL OF MESSRS)
NEW INDIA MARITIME AGENCIES PVT.)
LTD. has been hereunto affixed pursuant)
to the resolution of its Managing)
Committee passed on 14/09/2005 in the)
presence of (1) MR. SHRI PRAKASH)
_____. Managing)
Director (2))
Secretary and (3) MRS. RAJ RANI DEVI)
_____. Member of the)
Committee who have affixed their)
signatures in the presence of :

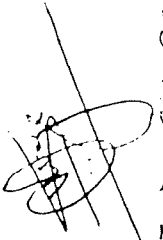
For NEW INDIA MARITIME AGENCIES PVT. L

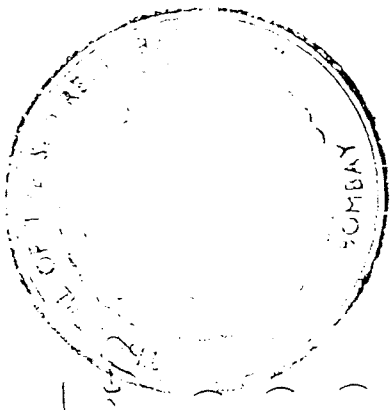
Signed Sealed and delivered by)
MESSERS GANNON DUNKERLEY &)
CO., LTD. by the hand of its Company)
Secretary, Mr S. K. Maheshwari, in the)
presence of)

FOR GANNON DUNKERLEY & CO., LTD.


VICE-PRESIDENT (CORPORATE)
& COMPANY SECRETARY

(SHASHI V CHARGE)


SHASHI V
(P.L. CHARGE)



RECEIVED the day and year first)
hereinabove written of and from the)
withinamed Transferee the sum of)
Rs.3,60,00,000/- (Rupees Three Crores Sixty)
Lacs Only) by Demand Draft No.409747)
dated 17.10.2005 drawn on INDUSIND BANK)
LTD., CHENNAI Branch, being the full)
consideration amount within expressed to be)
by it paid to us.)

) Rs 3,60,00,000/-

We say Received.



Witness :

For NEW INDIA MARITIME AGENCIES PVT. LTD.

1. B. PRAKASH

2. S/O. B. Srinivasarao

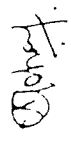
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KULAKARAI 7th ST

TAMBARAM, CH-45


Managing Director

2. C. N CHANDRAMOHAN
75 ART. NAGAYAMI NAGAR
PONNERY 601 204

 S/o. K. NAGANATHAN

21.10.2005

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दस्त क्रमांक : 9990/2005

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पक्षकाराचा प्रकार

छायाचित्र

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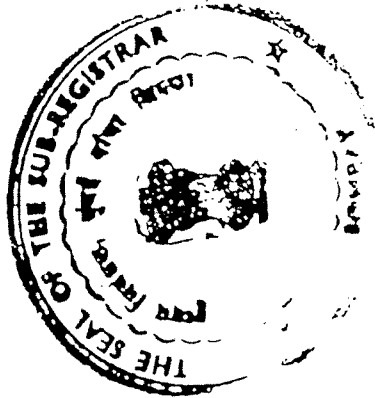
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DATED THIS 20TH DAY OF OCTOBER, 2005

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MESSRS GANNON DUNFEE
CO., LTD. TRANSFEREE

(Handwritten notes and scribbles)

STUDY OF TRANSFER

MR. MAHESH JANI & CO.
ADVOCATES & SOLICITORS
37/45, ADLI CHAMBERS
BANGALORE LANE, FORT
MUMBAI-400001