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③ VISSANJI - TITLE DEEDS

THIS AGREEMENT made at Bombay this 16th day of August, One thousand nine hundred ninety four: BETWEEN 1. HAMIR KARSONDAS, 2. NALIN KARSONDAS AND 3. CHANDRAHAS KARSONDAS all of Bombay Inhabitants, for themselves and for and on behalf of the persons whose names are set out in the Schedule hereunder written) hereinafter collectively called "the Vendors" (which term shall so far as the context will admit be deemed to mean and include their respective heirs, executors and administrators) of the One Part: AND

1. Videocon International Ltd 2. Videocon Appliances Ltd 3. Videocon Properties Ltd and 4. Videocon Leasing & Industrial Finance Ltd and their nominees, hereinafter called "the Purchasers" (which term shall so far as the context will admit be deemed to mean and include their respective ~~heirs,~~ ~~executors,~~ ~~administrators and assigns and~~ successors in title and assigns) of the Other Part;

WHEREAS Vissanji Estates Private Limited, (hereinafter referred to as "the Company") is a company incorporated and registered under the Companies Act, 1956 and having its registered Office at Commercial Union House, 9, Wallace Street, Fort, Bombay 400 001;

AND WHEREAS the authorised capital of the Company is Rs.30,00,000/- (Rupees Thirty lacs) divided into 30,000 Equity Shares of Rs.100/- each;

AND WHEREAS the issued, subscribed and paid up capital of the Company is Rs.24,00,000/- divided into 24,000 Equity Shares of Rs.100/- each fully paid up;

AND WHEREAS the Vendors along with the persons whose names are set out in the Schedule hereunder written are the holders of the said 24,000 Equity Shares of Rs.100/-, which represents the entire paid up share capital of the Company and hereinafter referred to as "the Vendors' shares" ;

AND WHEREAS it has been agreed by and between the

Vendors and the Purchasers or their nominee or nominees or assignees that the Purchasers shall purchase from the Vendors the Vendors' Shares for the consideration and upon the terms and conditions hereinafter appearing;

AND WHEREAS the parties hereto are now desirous of recording the terms and conditions of sale and purchase of the Vendors' Shares as agreed to between them;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as under:-

1. The Vendors shall sell to the Purchasers or their nominee or nominees or assignees and the Purchasers shall purchase from the Vendors as a spot delivery contract the said 24000 Equity Shares of Rs.100/- each fully paid up in the Company being the Vendors' Shares free from all charges, encumbrances or liens at or for the price of Rs.24,00,00,000/- (Rupees Twenty Four Crores only).

2. The aggregate consideration price of Rs.24,00,00,000/- (Rupees Twenty Four Crores only) shall be paid by the Purchasers to the Vendors in the manner following:

(a) Rs.10,00,00,000/- (Rupees Ten Crores only) on the signing of this Agreement (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge);

(b) Rs.5,00,00,000/- (Rupees Five Crores only) on or before 16th September 1994;

(c) Rs.3,00,00,000/- (Rupees Three Crores only) on or before 16th February 1995;

(d) balance Rs.6,00,00,000/- (Rupees Six Crores only) on or before the 30th April 1995 against delivery of the Share Certificates and transfer forms duly signed, executed and stamped in favour of the Purchasers or their nominee/s. Provided that out of the said balance sum the Purchasers shall be entitled to withhold payment, of a sum equivalent to loan or loans advanced by the Company until the recovery thereof by the Company.

Time being essence of the contract. The Transfer of the shares from the Vendors to the Purchasers shall be effected only after the full consideration amount less the deductions or retentions as provided above is received by the Vendors that is after

The Vendors shall on receipt of the full purchase price less the deductions or retentions as provided above get all the shares transferred to the name of the Purchaser or their nominee or nominees or assignees in the books of the Company and shall furnish to the Purchaser resignation of all the existing Directors of the Company and co-opt the

Purchasers or their nominee or nominees or assignees as additional directors of the Company in place of the Directors who have resigned.

3. The Vendors shall simultaneously with the execution of this Agreement deposit and keep deposited with Messrs.Kanga and Company, Advocates and Solicitors all the Original Share Certificates in respect of the Vendors' shares in the Company together with the related transfer forms, executed by the Vendors and duly attested. The Vendors shall also simultaneously with the execution of this Agreement deposit or keep deposited with Messrs. Kanga and Company, a Power of Attorney executed by all the Shareholders authorising the said Messrs. Kanga and Company, to sign and execute through their partner fresh transfer forms in respect of the said shares upon expiry of the validity of previously executed transfer forms, such Power of Attorney will be irrevocable. Messrs. Kanga and Company, shall hold the documents as stake holders and shall not during the subsistence of this Agreement part with the same save and except to the Purchasers or their nominee/s for the purpose of completion of sale against tender or payment of the balance consideration (less deduction and retention as mentioned above) and shall if necessary or required exercise the said Power of Attorney for the purpose of executing fresh transfer forms.

4. On the Purchasers paying the full consideration amount less the deductions or retentions as provided hereinabove to the Vendors and to the persons whose names are set out in the Schedule hereunder written, the Vendors shall instruct Messrs.Kanga and Company to release to the Purchasers all the Original Share Certificates lying deposited with them together with the related transfer forms, duly stamped and executed by the Vendors or by Messrs. Kanga and Company, on their behalf and duly attested.

5. The Vendors have represented to the Purchasers that they have authority to sign this Agreement on behalf of all the other shareholders of the Company whose names are set out in the Schedule hereunder written. The Vendors shall have prior to the execution of this Agreement obtained from each of the shareholders a proper letter waiving his/her/its right of pre-emption in respect of the shares hereby agreed to be sold.

6. Upon completion of the sale transaction in respect of the Vendors' Shares, the Vendors shall furnish to the Purchasers the resignation of all the existing directors of the Company and simultaneously appoint as additional directors such persons as the Purchasers may nominate in that behalf in accordance with the provisions of the Companies Act 1956 and the

Articles of Association of the Company.

7. The Vendors shall also on completion of the sale procure and furnish to the Purchaser the letter of resignation of Messrs. Thacker Butala Desai, Chartered Accountants, Bombay, as the Auditors of the Company.

8. The Vendors shall at all times be solely responsible for any claims, penalties, fines and other impositions made or levied on the Company for any act or omission or commission of the Company or of the present or past directors of the Company committed at any time before the date on which the newly constituted Board of Directors takes over charge of the management of the Company.

9. For the purpose of implementing these presents, the Vendors and the Purchasers agree to procure all the resolutions from the Board of Directors of the Company and/or General Meeting of the Company, and to execute or get executed all letters of confirmation or such other agreements or arrangements as may be necessary with a view to fully and effectually implement and carry out the intentions hereof.

10. The Vendors do and each of them doth hereby declare, warrant and represent to the Purchasers and/or

to the intent that the benefit thereof shall endure to the Purchasers and/or their nominee/s as also the Company during the subsistence of this Agreement and after the completion of sale as under:-

(a) that the Vendors are the sole and absolute owners of the Vendors' Shares in the Company which belong to them in manner as set out in the 'Schedule hereunder written;

(b) The issued subscribed and the paid up share capital of the Company is Rs.24,00,000/- divided into 24000 equity shares of Rs.100/- each and the Company has not issued and agreed to issue any shares or debentures or other securities nor given or agreed to give any option shares, debentures or security of the Company;

(c) that Mr.Narendra Vithaldas, Mr.Bankim Hamir, Mr.Haren Ranjit Vithaldas and Mr.S.S.Mehta are only the present Directors of the Company;

(d) the audited balance sheet of the Company as on 30th June, 1994 (copy annexed) gives a true and fair view of the state of affairs of the Company as on the said date and since then there is no change in the assets shown in the balance sheet nor any material reduction in the aggregate asset position or any material increase in the liabilities of the said Company as represented by the said balance sheet;

(e) that the Vendors' Shares in the Company are free from all encumbrances, charges and liens;

(f) that the Company has complied with all statutory requirements and formalities under the Companies Act 1956 and the Income Tax Act 1961 and all other applicable laws and has not violated or breached any law or regulation for the time being in force and has not received any notice from any authority regarding breach or non compliance of any provision of law;

(g) that there is no civil or criminal case pending against the Company and that no claim has been made against or received by the Company whereby the financial position of the Company would be materially affected;

(h) that the Company has given a guarantee to United Bank of India which is still subsisting and that the Company and the present directors and shareholders of the Company shall indemnify the Purchaser and keep them indemnified from and against all claims and from and against all costs, charges and expenses that the Purchasers and their nominees and the new management of the Company may suffer or incur or be put to by reason of any claim made on them on account of the aforesaid guarantee prior to the completion of the sale the Vendors shall satisfy the Purchasers as to the maximum liability of the Company under the said guarantee;

(i) that the Company shall get the said guarantee cancelled and/or revoked on or before the 30th day of April 1995 and in case the Company is not in a position to get the said guarantee released and discharged from the Bank by 30th May 1995, then in that event, the Company agree and undertake that the Company shall deposit and keep deposited with an Escrow Agent to be mutually nominated by the Company and the Purchasers a sum of Rs.2,00,00,000/- (Rupees Two crores only) or such higher amount as is equal to the amount of liability under the guarantee in escrow with the Escrow Agent till such time the Company is in a position to get the bank guarantee released and discharged from UBI. The Escrow Agent shall be entitled to keep the said sum of Rs.2,00,00,000/- (Rupees Two Crores only) or such higher amount as is equal to the amount of liability under the guarantee in with any nationalised/Schedule Bank or in such securities and investments as may be mutually agreed upon between the Company and the Purchasers. The interest that accrues on the said sum of Rs.2,00,00,000/- or such higher amount as is equal to the amount of liability under the guarantee in shall be paid by the Escrow Agent to the present shareholders of the Company. In case if by 30th April 1995 the Company is not in a position to get the said guarantee released and discharged, then in that event, the Shareholders of the Company hereby personally agree and undertake that they shall within a period of thirty (30) days from the said date meet with the claim from and out of the said sum of Rs.2 crores or such higher amount as is equal to the amount of liability under the guarantee in lying deposited with the escrow agent and the escrow agent will be authorised to make such payments without any reference to the Company in that behalf, on the new management and/or the new shareholders and/or the Purchasers informing the escrow agent about the amount of the claim. The escrow agent shall within a period of fifteen days from the date of the receipt of the intimation from any of the parties mentioned above, pay the amount to UBI;

(j) The Company has not entered into or undertaken any contract or obligation except such as are usual and necessary in the ordinary course of its business;

(k) That there are no outstanding agreements or contracts subsisting between the Company and any director, executive or employee;

(l) Since the date of the said balance sheet, there is no material changes, or commitments affecting the financial position of the Company;

(m) The Company does not carry on any business under any name other than its own corporate name;

(n) There are no civil and/or criminal and/or arbitration proceedings pending between the Company and any third party nor are any such proceedings against the Company or against its Directors nor are the Vendors aware of any reason why any such proceedings should be commenced against the Company or its directors;

(o) The Company has effected and maintained all insurances necessary and proper to be effected and maintained by reason of the nature of its properties and business and there are no circumstances which can lead to any such insurance being vitiated or repudiated;

(p) all forms and returns to be filed with the Registrar of Companies have been duly filed by the Company;

(q) that the Company has paid in full and/or made full provision for all income tax and other tax liabilities of the Company and there is no further known or potential liability by way of tax, penalty, interest or otherwise;

(r) The basis contained in the preceding clauses shall continue till the completion of sale in pursuance hereof.

The Vendors are aware that relying on the aforesaid declarations, warranties and representations, the Purchasers have entered into this Agreement for Sale.

11. The Vendors have furnished to the Purchaser the audited Balance Sheet and Profit and Loss Account of the Company for the year ended 30th June 1994 and Proforma Balance Sheet and Profit and Loss Account of the Company for the period from 1st July, 1994 to 31st July 1994. The Vendors have warranted and represented to the Purchasers that the said accounts represent the true and correct financial position of the Company and that no further debts and liabilities have been incurred by the Company since 31st March, 1994 till date except in the ordinary course of business. The Vendors do and each of them doth hereby agree and confirm that if on verification there appears to be any variation in the financial position of the Company as on 30th June, 1994 and from 1st July, 1994

to the date of completion of the sale as a result of non-disclosure or non-provision or unknown debts or liabilities incurred by the Company or otherwise after that date are revealed, the Vendors do and each of them shall jointly and severally be bound to reimburse the amount to the Purchasers and the Purchasers shall be entitled to adjust the amount of such non-provision or liability out of the purchase price payable to the Vendors.

12. Though the Registered Office of the Company is situate at 9, Wallace Street, Fort, Bombay 400 001, the Company is not having any interest in the premises where the Registered Office of the Company is situate. The Purchasers shall on the completion of the sale shift the Registered Office of the Company from 9, Wallace Street, Fort, Bombay 400 001 to such other place or places as the Purchasers may deem fit and proper. The Purchaser shall on the completion of the sale change the name of the Company from Vissanji Estates Private Limited to such other name as the Purchasers may deem fit and proper.

13. The Vendors shall before the completion of the sale pass necessary resolutions in the General Meeting amending the Articles of Association of the Company which restricts the transfer of the shares and shall bring the Articles of Association in consonance

with the Articles of Association of any Private Limited Company.

14. The Vendors agree to procure the registration and transfer of the Vendors' Shares in the Company, agreed to be purchased as aforesaid, in favour of the Purchasers and to do and execute all matters, acts, deeds and things as may be necessary for fully and effectually carrying out the purpose of this Agreement as the Purchasers may reasonably require. On the completion of sale, the Vendors and the other shareholders shall cause the Directors of the Company to handover and deliver to the newly appointed Directors representing the Purchasers complete charge of the assets of the Company as also books of account, vouchers relating to the Company.

15. The parties hereto agree to sign and execute all such further deeds and documents and to do or cause to be done such further acts, deeds, matters and things as are necessary or reasonably required for the purpose of carrying out the terms of the said Agreement and for the purpose of amply and effectually vesting the said shares in the Purchaser in the manner herein provided.

16. All costs, charges and expenses of and incidental to this Agreement, including stamp charges, transfer fees and other out-of-pocket expenses shall be borne and discharged by the Purchasers alone. Each

party shall, however, bear and pay the professional costs of their respective Solicitors and Advocates.

17. In the event of there being any dispute or difference between the parties hereto or any person claiming by or under them as to any clause or provision of this Agreement or as to the interpretation thereof or otherwise in any way relating to this Agreement, such dispute or difference shall be referred to the Sole arbitration of Mr. M. L. Bhakta of Messrs. Kanga and Company, Advocates and Solicitors and in case if for any reason Mr. M.L.Bhakta is not availabale or refuses to act as the Sole Arbitrator, then in that event, the parties, hereto shall refer to the matter to two Arbitrators one to be appointed by each party to the dispute who shall in turn appoint an Umpire and such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 or any statutory modification re-enactment thereof for the time being in force. The Arbitrators and/or the Umpire shall have summary power and the Award/Awards made by the Arbitrators/Umpire shall be final and binding on the parties hereto.

IN WITNESS WHEREOF the Vendors and Purchasers have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

VISSANJI ESTATES PRIVATE LIMITED

LIST OF SHAREHOLDERS AS ON 30.6.1994

Sr.No.	L.F.NO.	Names of the Shareholders	No.of Shares held.
1.	18	Shri Bankim Hamir Shri Nalin Karsondas	2610
2.	21	Shri Bharat Ratansey Smt. Rekha Bharat	2700
3.	14	Shri Chandrahas Karsondas Vissanji Shri Nalin Karsondas	5130
4.	26	Shri Chandrahas Karsondas Vissanji Shri Nalin Karsondas Shri Ashok Chandrahas	10
5.	27	Shri Chandrahas Karsondas Vissanji Shri Nalin Karsondas Shri Hemen Chandrahas	10
6.	29	Shri Chandrahas Karsondas Vissanji Shri Nalin Karsondas Shri Hina Chandrahas	10
7.	9	Shri Hamir Karsondas Shri Ratansey Karsondas	2260
8.	28	Shri Hamir Karsondas Shri Nalin Karsondas	10
9.	10	Shri Hamir Karsondas Shri Ratansey Karsondas Shri Pratapsinh Mathuradas Shri Jaisinh Vithaldas	110
10.	16	Shri Hamir Karsondas Shri Jaisinh Vithaldas Shri Nalin Karsondas	420
11.	11	Shri Nalin Karsondas Shri Chandrahas Karsondas	

		Vissanji	4640
12.	24	Shri Nalin Karsondas Shri Chandrahas Karsondas Vissanji	2840
13.	30	Shri Nalin Karsondas Shri Hamir Karsondas	10
14.	22	Shri Hamir Karsondas Shri Nalin Karsondas Shri Jaisinh Vithaldas	500
15.	23	Shri Ratansey Karsondas Shri Bharat Ratansey	50
16.	25	Shri Bharat Ratansey Smt. Rekha Bharat	1070
17.	31	Shri Nalin Karsondas Smt. Nirmala Nalin	350
18.	32	Smt. Nirmala Nalin Shri Nalin Karsondas	300
19.	33	Shri Hamir Karsondas Shri Bankim Hamir	120
20.	34	Shrimati Rukshmani Hamir Shri Hamir Karsondas	300
21.	35	Shrimati Rekha Bharat Shri Ratansey Karsondas	300
22.	36	Shri Bharat Ratansey Shri Ratansey Karsondas.	250
			24,000

SIGNED SEALED AND DELIVERED)
by the withinnamed Vendors)
1.HAMIR KARSONDAS) Hamir Karsondas
2.NALIN KARSONDAS AND) Nalin Karsondas
3.CHANDRAHAS KARSONDAS) CK Vissanji
in the presence of.. ")
K M Vissonji Advocate & Solicitor
SIGNED SEALED AND DELIVERED)

by the withinnamed Purchasers)
1. SURESH. M. HEGDE)

C. A. FOR.
1) VIDEOCON INT. LTD
2) Videocon Appliances Ltd
3) Videocon Properties Ltd
4) Videocon Leasing & Industrial Finance Ltd

in the presence of..

KMulussonji
Advocate & Solicitor
Bombay.

RECEIVED the day and year first)
hereinabove written of and from the)
withinnamed Purchasers a sum of)
Rs.10,00,00,000/- (Rupees Ten crores)
only) paid by them to us)
as withinmentioned..)

Rs.10,00,00,000/-

Witness:
KMulussonji

We say received:
Idamir Karsondas
Nalin Karsondas
Vissanji
(Vendors)

BOM.
7138 | 1 | 10
1961

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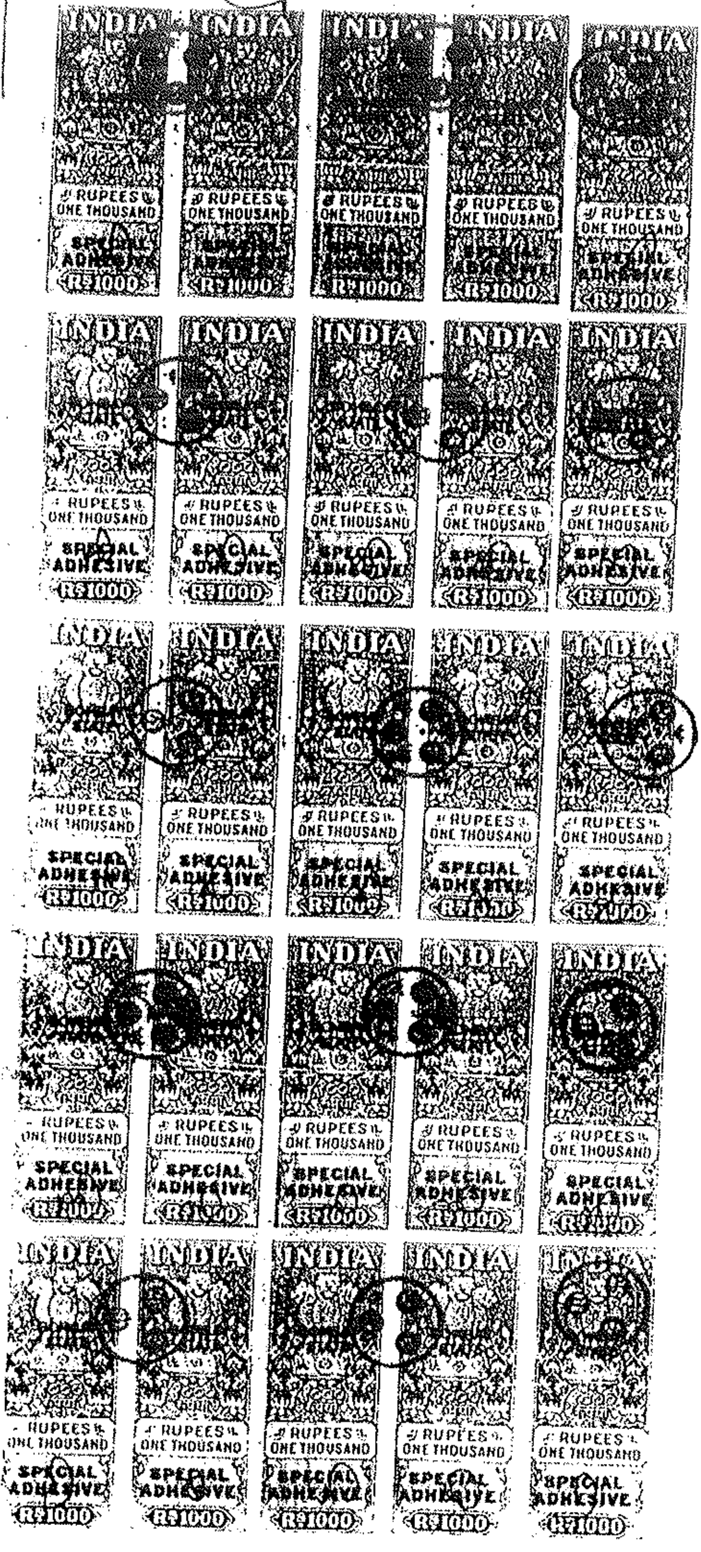

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[illegible] Rs 26497/-

INDIA RUPEES ONE THOUSAND Rs 1000
INDIA RUPEES FIVE HUNDRED Rs 500
INDIA RUPEES TWO HUNDRED Rs 200
INDIA RUPEES TWO HUNDRED Rs 200
INDIA RUPEES FIFTY Rs 50
INDIA RUPEES TWENTY Rs 20
INDIA RUPEES TWENTY Rs 20
INDIA RUPEES SIX
INDIA ONE RUPEE

BOM.
7135/2/10
1961

Rs. Twenty six thousand Nine hundred thirty seven only

For Asstt. Supdt. of Stamps,
Bombay.

Serial No. 7135
Presented at the office of the Sub-Registrar of Bombay between the hours of 12 Noon and 1 P. M. on the 26th Oct 1961

Received fees for:—

Registration Rs.	1592-50
Photographing (Pages 9) "	9-00
Postage "	1-51
Total Rs.	1603-01

Sub-Registrar.

Hames Karsondas Vissanji, Director of Vissanji Estates Private Ltd.

Sub-Registrar of Bombay.

THIS INDENTURE made at Bombay the 4th day of July 1961 BETWEEN W. H. BRADY & CO. LTD., a Company registered under the Indian Companies Act VI of 1882 and having its registered Office at Brady House, 12-14, Veer Nariman Road, Bombay- 1, hereinafter called "THE VANDOR" (which expression shall unless repugnant to the context or meaning thereof....

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1961

thereof be deemed to include its successors and assigns) of the One Part A N D VISSANJI ESTATES PRIVATE LIMITED, a Company registered under the Indian Companies Act VII of 1913 and having its registered office at 9½ Wallace Street, Fort, Bombay, hereinafter called "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors or assigns)) of the Other Part W H E R E A S the Vendor being absolutely seized and possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises known as Wilderness Cottage situate at Nepean Sea Road, Bombay and more particularly described in the First Schedule hereunder written and intended to be hereby granted and conveyed or expressed so to be has agreed to sell to the Purchaser the said land hereditaments and premises free from incumbrances at or for the price of Rs 4,50,000/- and received from the Purchaser the sum of Rs. 45,000/- as and by way of earnest money NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for sale and in consideration of the sum of Rs. 45,000/- (Rupees forty-five thousand) paid on or about the 10th of January, 1961 as earnest money and the sum of Rs. 4,05,000/- (Rupees four lacs and five thousand) paid on or before the execution of these presents to the Vendor by the Purchaser making together the sum of Rs. 4,50,000/- (Rupees Four lacs and fifty thousand) (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Purchaser) the Vendor doth hereby grant, sell assign, release, convey and assure unto the Purchaser ALL AND

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AND SINGULAR the said land hereditaments and premises of the Pension and Tax tenure (whereof Fardunji Framji Guard alias Machhliwala and Others, the present trustees of the Society of the Parsi Pastakias in Bombay are the Vasandars)admeasuring 2753 Square Yards or thereabouts situate at Nepean Sea Road Walkeshwar, Bombay, in the Registration Sub-District of Bombay and more particularly described in the First Schedule hereunder written TOGETHER ALSO with all and singular the compound walls, fences, ways, wells, paths, passages, common gullies, water-courses, ditches, sewers, drains, trees, plants, shrubs, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof or to belong or be appurtenant thereto AND ALSO TOGETHER WITH all the deeds, documents, writings, vouchers and other evidences of title relating to the said land hereditaments and premises or any part thereof and in the possession of the Vendor AND ALSO TOGETHER WITH benefits of the various covenants for production of the title deeds contained in the several documents more particularly mentioned in the Second Schedule hereunder written relating to the land hereditaments and premises more particularly described in the First Schedule hereunder written AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the Vendor into,out of, under,or upon

upon the said land hereditaments and premises and every part thereof TO HAVE AND TO HOLD the said land hereditaments and premises, and all other the premises hereby granted, released, conveyed and assured and intended or expressed so to be with its and every of its rights members and appurtenances UNTO AND TO THE USE AND BENEFIT of the Purchaser for ever SUBJECT NEVERTHELESS to the payment of all Vasandari rent, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become due and payable in respect thereof AND the Vendor DOTH HEREBY COVENANT with the Purchaser, its successors and assigns that notwithstanding any act, deed, matter or thing whatsoever by the Vendor done, executed or knowingly suffered to the contrary, the Vendor has in itself good right, full power and absolute authority to grant, convey and assure the said land hereditaments and premises hereinbefore expressed to be hereby granted, conveyed and assured or intended so to be unto and to the use of the Purchaser in manner aforesaid AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said land hereditaments and premises and receive the rents issues and profits thereof and of every part thereof to and for its own use and benefit without suit, eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor AND THAT FREE and clear and freely and clearly and absolutely acquitted exonerated and for ever discharged or otherwise by the Vendor well and sufficiently saved defended and kept harmless and indemnified of -

of from and against all other estates, titles, charges and incumbrances whatsoever had made executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim as aforesaid AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any right title or interest whatsoever in to or upon the said land hereditaments and premises or any part thereof by from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done or executed all ~~such further or other acts deeds~~ things, matters, conveyances ~~and assurances in the law~~ whatsoever for the better and more per~~fectly assuring the said land~~ hereditaments and premises and every ~~part thereof hereby~~ granted, conveyed and assured unto and to the use of the Purchaser in manner aforesaid as by the Purchaser shall or may be reasonably required.

IN WITNESS WHEREOF the Common Seal of W.H. BRADY & CO. LIMITED., was hereto affixed at Bombay in the manner hereinafter mentioned the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground of perpetual Fazandari tenure with the messuage tenement or dwelling house standing thereon situate lying and being at Wilderness Road and Nepean Sea Road outside the Fort of Bombay in the Registration Sub- District of Bombay in the Island of Bombay containing by admeasurement 2753 Square Yards or thereabouts and registered in the books of the Controller of Land Revenue under new No. 2703 New Survey No. 7193 (Part) and bearing -

Cadastral....

Cadastral Survey No. 1/240 of Malabar and Cumballa Hill Division and in the Books of the Controller of Municipal Rates and Taxes under "D" Ward No. 3242-43 and Street No. 99, Wilderness Road and bounded as follows:- that is to say on or towards the East by the property admeasuring 322 Square Yards and forming a portion of Cadastral Survey No. 240 and beyond that by property bearing C.S. No. 239 both properties belonging to Jallandher Narayan Sambhu; on or towards the West by Nepean Sea Road; on or towards the North by Wilderness Road and on or towards the South by the property bearing Cadastral Survey No. 241.

THE SECOND SCHEDULE ABOVE REFERRED TO:

1. The Duplicate Partition Deed dated 22nd December, 1936 and made between Narayan Purshram and Others.
2. Deed of Covenant dated 3rd April, 1958 executed between Jallandher Narayan Shamboo and Vivekanand Narayan Shamboo of the One Part and W. H. Brady and Co. Ltd., and Another of the Other Part and registered with the Sub- Registrar of Assurances of Bombay at Bombay on 9th August, 1958 - under Serial No. 2655 of Book No. I.
3. Deed of Covenant dated 3rd April, 1958 and executed between Vivekanand Narayan Shamboo of the One Part and W. H. Brady and Co. Ltd., of the Other Part and registered with the Sub-Registrar of Assurances of Bombay at Bombay, on 9th August, 1958 under Serial No. 2656 of Book No. I.

THE COMMON.....

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THE COMMON SEAL of W. H. BRADY & CO.)
LIMITED., was hereunto affixed pur-)
suant to the resolution of the Board)
of Directors passed at its meeting)
held on the 23rd day of June)
1961, in the presence of (1) Shri)
Shri P. S. Mistry (2) Shri)
Shri N. B. Jeejeebhoy Directors)
of the Company ~~and countersigned by~~)
~~Shri ________________ who~~)
~~has~~ signed these presents in the)
presence of. ... ...)

× V. C. J.
× M. J. Engineer

P. Mistry
N. B. Jeejeebhoy

RECEIVED the day and year first hereinabove)
written of and from the Purchaser abovenamed -)
the sum of Rs. 4,05,000/- (Rupees Four lacs &)
five thousand) which together with the sum of)
Rs. 45,000/- (Rupees Fortyfive thousand) paid)
by the Purchaser on the 10th of January, 1961)
as aforesaid makes up the sum of Rs. 4,50,000/-) Rs.4,50,000/-.
(Rupees Four lacs and fifty thousand) being the)
full consideration within mentioned to be paid)
by the Purchaser to the Vendor. ...)

WITNESSES:
V. C. J.
M. J. Engineer

WE SAY RECEIVED:
W. H. Brady & Co. Ltd.
by the hand of
Mistry
Director

BOM.
7135|9|10
196

Shri Nanabhoy Byramjee Jeejeebhoy executing party, 32, Indian, Business, Everest Bldg, Carmichael Rd, Bombay admits execution as Director of M/S W.H. Brady & Co. Ltd & identifies its seal.

N. B. Jeejeebhoy

Shri J.P. [illegible], adult, D.F.A. Diwan [illegible] Building

and known to the Sub-Registrar states that he knows the above executant and identifies him.

Date 31st Oct 1961

Sub-Registrar.

Shri Pallonji Shapoorji Mistry, executing party, 32, Indian, Business, Windmere, Cuffe Parade, Colaba, Bombay 5, admits execution as Director of M/S W.H. Brady & Co. Ltd & identifies its seal

P. Mistry

BOM.
7135 | 10 | 10
1961

Shri S.P. Anandrao, Clerk to M/s D.F. & Dhuru Solrs. Bombay

and known to the Sub-Registrar states that he knows the above executant and identifies him.

Date 18th November 1961

Sub-Registrar.

Registered No. 7135/61 of Book No. I

Date 15th June 1963

Sub-Registrar,
Bombay.

TWENTY RUPEES

TRUE COPY

Document No. 7135

Pages 1 to 10

Jhatte

Photo Registrar

18-7-63

Date

29 JUL 1963

मी नक्कल केली.
मी वाचली.
मी तपासली.

सत्य प्रत

20/10/2011

सह जिल्हा निबंधक
वर्ग-२ (अभिलेख),
मुंबई जिल्हा.

अर्ज क्रमांक 25234
नांव....दिनेश राणा....
यांचा त्यांचे ता. ६|१०|११
अर्जानुसार नक्कल दिली.
दिनांक....२०|१०|११....

20/10/2011

सह जिल्हा निबंधक वर्ग-२ (अभिलेख),
मुंबई जिल्हा.

5

MTNL

महानगर टेलीफोन निगम लिमिटेड, मुंबई
MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI
टेलीफोन बिल पत्रक / Telephone Bill Foil

Regd. Office : 5th Floor, Mahanagar Doorsanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi - 110003.

e & Address : SING : 028505 PSTN : 03
SSANJI ESTATE P LTD
02, 1ST FLR,
ERNESS,
R.MOHANDAS RD,
BAI 400006

23695932

6959321033984588101120130000785

10/11/2013

नाम और पता / नाम और पता :
मेसर्स विरासजी एस्टेट प्रा लि
101/102, 1ली तल,
विल्डर्नेस,
99, डॉ. आरमोहनदास रोड,
मुंबई 400006

6X

For your Billing Complaints

बिल कालावधि Billing Period	01/10/201 से / to 31/10/201
अंतिम दिनांक Due Date	02/12/201
देय राशि Amount Payable	785.00

फोन hone	ग्राहक खाता क्रमांक C.A. No.	बिल नं. Bill No	बिल दिनांक Bill Date	श्रेणी कोड Category Code	शुल्क योजना Tariff Plan	ग्रुप कोड Group Code	ब्रॉडबैन्ड शुल्क योजना Broadband Tariff Plan
95932	2031695932	1033984588	10/11/2013	NON-GYT GENERAL	MTNL Economy		DSL_399

ंभिक मीटर रीडिंग g Meter Reading	अंतिम मीटर रीडिंग Closing Meter Reading	मीटर कॉल Metered Calls	डेबिट कॉल Debit Calls	क्रेडिट कॉल Credit Calls	फ्री कॉल Free Calls	नेट कॉल्स देयक Net Calls Chargeable
38587	38587	0	0	0	0	0

Details of Payments received after last bill :

Date	BillAmnt	DueDate	PaidDate	PaidAmnt
0/2013	785.00	06/11/2013	31/10/2013	785.00

वर्तमान शुल्क (विवरण) Current Charges Details		राशि (रूपये मे) Amount (Rs.)
मासिक सेवा शुल्क	Monthly Service Charge	250.00
कॉल शुल्क	Call Charges	0.00
ब्रॉडबैन्ड मासिक सेवा शुल्क	Broadband Monthly Service Charges	399.00
ब्रॉडबैन्ड यूसेज शुल्क	Broadband Usage Charges	0.00
मासिक सी पी ई सेवा शुल्क	Monthly CPE Service Charges	50.00
डेबिट	Debits	0.00
क्रेडिट	Credits	0.00
सेवा कर @ 12%	Service Tax @ 12%	83.88
शिक्षण कर @ 3%	Educational Cess @ 3%	2.52
नियत तारीख तक देय रकम	Amount Payable upto Due Date	785.00
अधिभार	Surcharge	20.00
नियत तारीख के बाद देय रकम	Amount Payable after Due Date	805.00

This is computer generated bill. No signature is required

TNL MUMBAI SERVICE TAX REGN NO.: AAACM0829RST001
ATED STAMP DUTY PAID BY ORDER NO. C.R.S/2013/1006/
M-1818, 26/04/2013
Should be drawn in favour of "MTNL MUMBAI" 2031695932

6

स्थायी लेखा संख्या PERMANENT ACCOUNT NUMBER
AAACV1773E

नाम NAME
VISSANJI ESTATES PVT LTD

निगमन/गठन की तारीख - DATE OF INCORPORATION/FORMATION
25/09/1980

आयकर निदेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)

No.: 20

Member's Register No. 20

VISSANJI ESTATES CO-OP. HSG. SOCIETY LTD.

REGISTRATION NO.: BOM-WD-HSJ-TC-8114-2000-2001

Videocon House, 99, Nepean Sea Road, Mumbai - 400 006.

Share Certificate

Registered under the Maharashtra Co-op. Societies Act 1960 (Maharashtra Act XXIV of 1961)

This is to Certify that

Shri / Smt. / M/s. VISSANJI ESTATES PVT. LTD.

is/are registered holder/s of FIVE *fully paid-up Shares of*

Rs. Fifty each numbered from 96 *to* 100

inclusive, in FLAT NO. 101.

subject to Bye-laws of the said Society.

Rs. 250/-

Given under the Common Seal of the said Society at MUMBAI *this* THIRTY *day of* SEP. 2011

Rekha B. Vissanji

Mg. Com. Member

Secretary

Chairman

No.: 21

Member's Register No. 21

VISSANJI ESTATES CO-OP. HSG. SOCIETY LTD.

REGISTRATION NO.: BOM-WD-HSJ-TC-8114-2000-2001
Videocon House, 99, Nepean Sea Road, Mumbai - 400 006.

Share Certificate

Registered under the Maharashtra Co-op. Societies Act 1960 (Maharashtra Act XXIV of 1961)

This is to Certify that

Shri / Smt. / M/s. VISSANJI ESTATES PVT. LTD.

is/are registered holder/s of FIVE *fully paid-up Shares of*

Rs. Fifty each numbered from 101 *to* 105

inclusive, in FLAT NO. 102

subject to Bye-laws of the said Society.

Rs. 250/-

Given under the Common Seal of the said Society at MUMBAI *this* THIRTY *day of* SEP. 2011

Rekha B. Vissanji
Mg. Com. Member

Secretary

Chairman