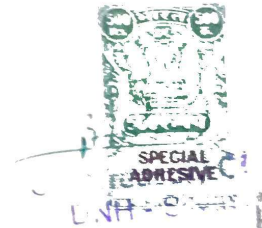




Affixed Spl. Adhesive stamp work of  
 Rs. 2450/-  
 Date: 15 JAN 2007  
 Sub Treasury Officer,  
 Dadra & Nagar Haveli,  
 Silvassa



SR. No. 240/07  
 Presented at the office of the  
 Sub-Registrar of Dadra & Nagar  
 Haveli Silvassa Between the  
 Hours of 11.45 to 11.50  
 on 24-01-07


  
 P.M. Simha


  
 Vijay Rajesh  
 Vijay Rajesh

DR. SEAGULL COOLING PVT. LTD.  
 P.M. Simha  
 AUTHORIZED SIGNATOR

For LIZA PLASTICS  
 Vijay Rajesh  
 Partner

	Rs.	Ps.
Receiving fees for .....	6145/-	
Registration.....	16/-	
Copying (folios).....	8/-	
Copying endorsements.....	5/-	
Filing fees.....	3/-	
Postage.....		
<b>Total.....</b>	<b>6177/-</b>	

  
 Sub-Registrar,  
 Dadra Nagar Haveli,  
 Silvassa

  
 Sub-Registrar,  
 Dadra Nagar Haveli,  
 Silvassa  
 24 JAN 2007

24 JAN 2007

S A L E D E E D

THIS SALE DEED is made and entered at village Silvassa  
 of the Union Territory of Dadra and Nagar Haveli on  
 this 24th day of January, 2007,



B E T W E E N

M/S. LIZA PLASTICS, a Partnership firm, formed under the Indian Partnership Act, 1932 having its office at A/15, Piramal Industrial Estate, S.V.Road, Goregaon [West], Mumbai - 400 062, hereinafter referred to as "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners, executors, administrators, successors and assignees) of the FIRST PART.

A N D

SEAGULL COOLING PVT. LTD., a private limited company duly incorporated under the companies Act, 1956 having its Registered office at G-2, Industry House, 23-B, Mahal Ind. Estate, Mahakali Caves Road, Andheri[East], Mumbai - 400 093 and having its factory place at Survey No.202/1, Gala No.6 & 7, Dadra Industrial Estate, Near Dadra Check Post, Village Dadra of the Union Territory of Dadra and Nagar Haveli, hereinafter referred to as "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees) of the SECOND PART.

WHEREAS Prashant Developers Private Limited of Junagadh of Gujarat had purchased the non-agricultural land bearing survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Terri-



tory of Dadra and Nagar Haveli for industrial purpose with all rights, title and interest including construction permission dated 3/12/1996 from Shri Harshad H. Doshi and sale deed thereof was executed between the parties and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at Serial No.554/97 on 21/4/1997 for registration purpose.

AND WHEREAS Prashant Developers Private Limited had constructed the factory shed building/industrial galas on the above said non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli as per the permission granted by the Administration of Dadra and Nagar Haveli, vide order No.CP/DADRA/SN/221/1/96/829 dated 03/12/1996.

AND WHEREAS the present Vendor had purchased the Industrial Premises Bearing Building No.G Part - II admeasuring 468.87 sq. mtrs. (super built up area) constructed on the ground floor and F.S.I. admeasuring 468.87 sq. mtrs. excluding balcony area admeasuring 31.14 square meters for the construction of the first floor of the building No.G Part - II building known as 'ZERO TAX INDUSTRIAL ESTATE constructed on the non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli alongwith the exclusive rights to use the open land admeasuring 894.70 square meters adjoining the above said Building

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No.G Part - II from Prashant Developers Private Limited and sale deed thereof was made between the parties on 20/7/1999 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at Serial No.751/99 on 20/7/1999 for registration purpose and accordingly the present Vendor became the absolute owner and possessor of the Industrial Premises Bearing Building No.G Part - II admeasuring 468.87 sq. mtrs. (super built up area) constructed on the ground floor and F.S.I. admeasuring 468.87 sq. mtrs. excluding balcony area admeasuring 31.14 square meters for the construction of the first floor of the building No.G Part - II building known as 'ZERO TAX INDUSTRIAL ESTATE constructed on the non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli alongwith the exclusive rights to use the open land admeasuring 894.70 square meters adjoining the above said Building No.G Part - II.

AND WHEREAS the Vendor has constructed the First Floor admeasuring 468.87 Sq. Mtrs. on the above said Industrial Premises bearing Building No.G Part-II and thus the Vendor became absolute owner and possessor of the Industrial Premises Bearing Building No.G Part - II admeasuring 468.87 sq. mtrs. (super built up area) constructed on the ground floor and First Floor admeasuring 468.87 sq. mtrs. excluding balcony area admeasuring 31.14 square meters for the construction of the first floor of the building No.G Part - II

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building known as 'ZERO TAX INDUSTRIAL ESTATE constructed on the non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli.

AND WHEREAS the said Vendor has registered the said Industrial Premises at Building No.52/1A in the records of the Dadra Group Gram Panchayat, Dadra and paid the Building Tax for the said premises and obtained the Tax Payment Receipt on 06/11/2006 and Ownership Certificate on 06/11/2006 of the said premises.

AND WHEREAS the Purchaser has desired to purchase the above said Industrial Premises Bearing Building No.G Part - II admeasuring 468.87 sq. mtrs. (super built up area) constructed on the ground floor and First Floor admeasuring 468.87 sq. mtrs. excluding balcony area admeasuring 31.14 square meters for the construction of the first floor of the building No.G Part - II building known as 'ZERO TAX INDUSTRIAL ESTATE constructed on the non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli alongwith the exclusive rights to use the open land admeasuring 894.70 square meters adjoining the above said Building No.G Part - II, more particularly described in the Schedule hereunder written with all rights, title and interest connected with the said

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Industrial premises from the Vendor and the Vendor has agreed to sell the above said industrial premises to the Purchaser at the total price consideration of Rs.24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand Only).

AND WHEREAS the Vendor has declared to the Purchaser that the Vendor is the absolute owner and possessor of the above said Industrial Premises Bearing Building No.G Part - II admeasuring 468.87 sq. mtrs. (super built up area) constructed on the ground floor and First Floor admeasuring 468.87 sq. mtrs. excluding balcony area admeasuring 31.14 square meters for the construction of the first floor of the building No.G Part - II building known as 'ZERO TAX INDUSTRIAL ESTATE constructed on the non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli alongwith the exclusive rights to use the open land admeasuring 894.70 square meters adjoining the above said Building No.G Part - II and no one except the Vendor has any right, title, interest or claim of any nature whatsoever in the said industrial premises and the title of the above said Industrial premises is clear, marketable and free from all encumbrances and reasonable doubts whatsoever.

AND WHEREAS the Purchaser on or before execution hereto presented the Banker cheque of Rs.24,50,000/-

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(Rupees Twenty Four Lacs Fifty Thousand Only) to the vendor as full and final consideration price of the above said Industrial premises, more particularly described in the RECEIPT hereunder written.

AND WHEREAS the Purchaser has called upon the Vendor to execute the conveyance against the receipt of the above said cheques amount of Rs.24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand Only) being the full and final price consideration, which the Vendor has agreed to do.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the above said cheques amount of Rs.24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand Only) being the full price consideration of the above said premises paid by the Purchaser to the Vendor on or before the execution of these presents, the Vendor do hereby admit and acknowledge the receipt thereof, more particularly written in the RECEIPT hereunder written and the Vendor do hereby acquit, release and forever discharge the Purchaser and that the Vendor do hereby grant assign, release convey and assure unto the Purchaser forever all that the above said Industrial Premises Bearing Building No.G Part - II admeasuring 468.87 sq. mtrs. (super built up area) constructed on the ground floor and First Floor admeasuring 468.87 sq. mtrs. excluding balcony area admeasuring 31.14 square meters

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for the construction of the first floor of the building No.G Part - II building known as 'ZERO TAX INDUSTRIAL ESTATE constructed on the non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli alongwith the exclusive rights to use the open land admeasuring 894.70 square meters adjoining the above said Building No.G Part - II, more particularly described in the 'SCHEDULE' hereunder written and for the sake of brevity hereinafter referred to as the 'SAID PREMISES' with all title, right and interest connected with the said industrial premises, including the benefits of consents, orders and permissions together with all the advantages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining thereto or with the same or any part thereof now or at any time hereafter usually held, used, occupied or enjoyed therewith or be appurtenant thereto and all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at law in equity of the Vendor into or upon the said premises to have and hold all the singular the said premises hereby granted, released, conveyed and assured or intended or expressed so to be unto and to the use of the Purchaser forever absolutely subject to the payment of all rates, taxes, assessments, dues, and duties now chargeable upon the same or hereafter to become payable to the Government of India or any other public body and other authorities



in respect thereof and the Vendor do hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any other person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly suffered to the contrary the Vendor now has in itself good rights, full powers and absolute authorities to grant, release, convey, assign, transfer and assure the said premises unto and to the use of the Purchaser in the manner aforesaid and that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the premises hereby granted, conveyed, assigned, released, transferred and assured or expressed so to be for its own use without any suit, lawful eviction, interruption, claim and demand whatsoever by, from, under or in trust for them and that free and clear and freely and clearly and forever discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of or from and against all former and other estate, title, charges and encumbrances whatsoever either already or to be hereafter made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming, by, from, under or in trust for them or any of them and further that the Vendor and all other persons lawfully or equitably claiming any, estate, right, title, interest, at law or in equity in the said premises hereby granted and

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conveyed or any part thereof shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring the said premises hereby granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required in law and the Vendor do hereby covenant with the Purchaser that the Vendor has not done, omitted or knowingly or willingly suffered or being party or privy to any act, deed or thing whereby they were prevented from granting and conveying said premises in the manner aforesaid or whereby the same or any part thereof are/ is can or may be charged encumbered or prejudicially affected in estate, right or otherwise howsoever.

The Vendor covenant with the Purchaser that the Purchaser shall be entitled to use the general facilities of parking, lighting and water supply etc. with all premises holders on payment of proportionate charges and further covenant with the purchaser that the Vendor has sold the above said premises (Industrial premises) to the Purchaser with all rights, title and interest of the said premises and the title of the said premises is clear, marketable and free from all encumbrances and reasonable doubts and no proceedings are pending in any Court or offices in respect of the

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said premises and the Vendor has handed over the vacant and peaceful possession of the above said Industrial premises with all rights, title and interest connected with the said premises to the Purchaser. The Purchaser became the absolute owner and possessor of the above said premises, more particularly described in the schedule hereunder written. Purchaser shall be entitled to get its name entered in the records of the government and Panchayat maintained for the said premises by producing this Sale Deed.

The Vendor do hereby agree to give signatures, statements wherever and whenever require for this purpose in respect of the above said premises and now onwards the Purchaser shall be entitled to use its name on and for this premises.

THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:-

1] The Purchaser shall obey all terms and conditions of this deed and also observe and perform all the covenants and conditions to be performed by the Vendor under the sale deed dated 20/7/1999 executed between the Prashant Developers Private Limited and M/s. Liza Plastics [present vendor] and indemnity and keep the Vendor harmless, indemnified and defended

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from any consequences from the breach or violation of the same.

The proper stamp duty of Rs.24,500/- has been used for the registration purpose.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Industrial Premises Bearing Building No.G Part - II admeasuring 468.87 sq. mtrs. (super built up area) constructed on the ground floor and First Floor admeasuring 468.87 sq. mtrs. excluding balcony area admeasuring 31.14 square meters for the construction of the first floor of the building No.G Part - II building known as 'ZERO TAX INDUSTRIAL ESTATE' constructed on the non-agricultural land bearing Survey No.221/1 admeasuring 29500 sq.mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli alongwith the exclusive rights to use the open land admeasuring 894.70 square meters adjoining the above said Building No.G Part - II.

IN WITNESSES WHEREOF the Vendor and the Purchaser have put their respective hands on the day and the year first hereinabove written.

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SIGNED AND DELIVERED by the ]  
 within named 'VENDOR' M/S. ]  
 LIZA PLASTICS through its ]  
 Partners (1) SHRI VIJAY ]  
 CHANDMAL RATHOD for himself ]  
 & Constituted Authority of ]  
 SHRI HASMUKH CHANDMAL RATHOD ]

For LIZA PLASTICS  
*Vijay Raj Rathod*

[VIJAY C. RATHOD]  
 PARTNER & CONSTITUTED  
 AUTHORITY OF  
 HASMUKH C. RATHOD OF  
 M/S. LIZA PLASTICS  
 " VENDOR "

In the presence of..... ]  
 1..... ]  
 2..... ]

Common Seal of M/s. Seagull ]  
 Cooling Pvt.Ltd. was affixed ]  
 hereunto pursuant to the ]  
 resolution passed at the ]  
 meeting of its Board of ]  
 Directors held on \_\_\_\_\_ ]  
 2006 at the hands of Mr. ]  
 Parasmal Sirohia S/o \_\_\_\_\_ ]  
 \_\_\_\_\_ Sirohia the one of the ]  
 Directors of the Purchaser ]  
 who in token thereof has ]  
 subscribed his Signature in ]  
 the presence of..... ]  
 1..... ]  
 2..... ]

FOR SEAGULL COOLING PVT LTD  
*P.M Sirohia*  
 AUTHORIZED SIGNATOR  
 [PARASMAL SIROHIA]  
 DIRECTOR OF  
 SEAGULL COOLING  
 PVT. LTD.  
 " PURCHASER "

" RECEIPT "

RECEIVED following cheques for the total sum of Rs.24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand Only) being the full and final price consideration amount of the above said premises from the within named Purchaser Seagull Cooling Private Limited of Mumbai/Dadra.

Sr. No.	Banker's Cheque No.	Date	Name of Bank	Amount Rs.
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1.	502926	23-1-07	Syndicate Bank, Marol Branch.	24,50,000/-
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Total Amount of RS. 24,50,000/-

I SAY RECEIVED.

For LIZA PLASTICS

Vijay C Rathod

For:net

[VIJAY C. RATHOD]  
PARTNER & CONSTITUTED  
AUTHORITY OF  
HASMUKH C. RATHOD OF  
M/S. LIZA PLASTICS  
" VENDOR "

Place : Silvassa.  
Dadra & Nagar Haveli.

Date : 24 /01/2007.

WITNESSES :-

1.  .....

2.  .....

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## " RECEIPT "

RECEIVED following cheques for the total sum of Rs.24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand Only) being the full and final price consideration amount of the above said premises from the within named Purchaser Seagull Cooling Private Limited of Mumbai/Dadra.

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1.	502926	23-1-07	Syndicate Bank, Marol Branch.	24,50,000/-

Total Amount of RS. 24,50,000/-

I SAY RECEIVED.

For LIZA PLASTICS

Vijay Raj Rathod  
Partner


[VIJAY C. RATHOD]  
PARTNER & CONSTITUTED  
AUTHORITY OF  
HASMUKH C. RATHOD OF  
M/S. LIZA PLASTICS  
" VENDOR "

Place : Silvassa.  
Dadra & Nagar Haveli.

Date : 24/01/2007.

WITNESSES :-

1.  .....

2.  .....

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