

Bill - In = 10,000 L

T. R. Act XVI of 1938, s. 5, p.

દસ્તાવેજનો

નં. :

પહોંચ નં. 45560

Rs. 24,66,700/-

અરજીનો

2869/2010

તા. : 30/8/2010

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ORIGINAL

286

Sale deed of Ind. Brachia no. A-6, A-5, A-17, A-18, & A-19, Total Adm. 913.60 sq.

3

Mtr's. Zero tax ind. Est. village - Dadra, Di. N. M.

Santosh

દસ્તાવેજનો પ્રકાર - M/s. Seegun cooling mt. Ltd

રજુ કરનારનું નામ - Mr. S. J. S. S. S.

નીચે પ્રમાણે ફી પહોંચી-

નોંધણી ફી

નકલ ફી (ફોલીઆ)

શેરાની નકલ ફી

નકલો અગર યાદીઓ (જ્યાં જરૂર હોય)

શોધ અગર તપાસણી

ES કલમ ૨૫

કલમ ૩૪

નકલ ફી (કલમ ૧૭) ફોલીઆ

આ સિવાય બાબતોની ફી

બાબત (પાછળ વુઓ) નંબર

કચેરીમાં આપવામાં

દસ્તાવેજ

Total pages from 1 to 19

Who has produced original registration

Receipt on

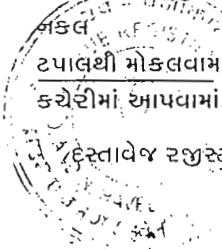
4 SEP 2010

Sub Registrar

Dadra & Nagar Haveli

SILVASSA

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6187	
18	
8	
3	
1	
6222	



નકલ ના દિવસે તૈયાર થશે અને તે ટપાલથી મોકલવામાં આવશે. કચેરીમાં આપવામાં

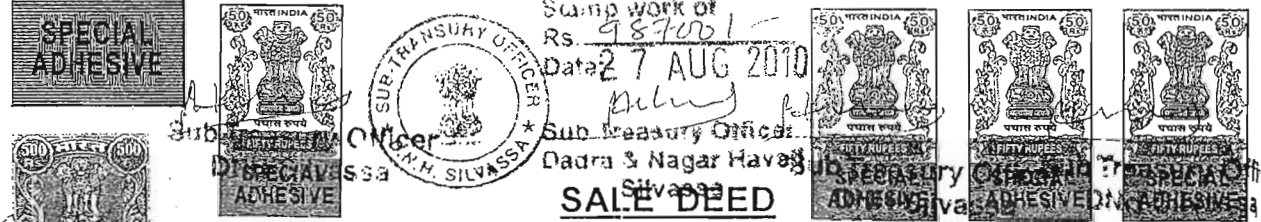
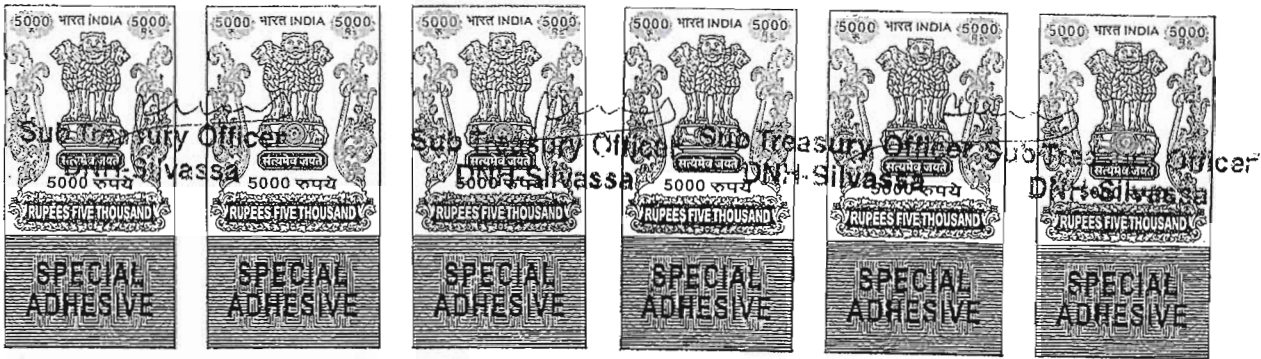
દસ્તાવેજ રજીસ્ટર પોસ્ટથી નીચેનાં સરનામે મોકલશો. ને આપશો.

Sub-Registrar,
Dadra & Nagar Haveli,
SILVASSA.

રજુ કરનાર

SR-2518
28/11/2014

28/11/2014



Stamp work of Rs. 98700/-
Date 27 AUG 2010
Sub Treasury Officer
Dadra & Nagar Haveli
Silvassa
SALE DEED

THIS SALE DEED is made and entered at village Silvassa of the Union Territory of Dadra and Nagar Haveli on this day of 30th August 2010



Handwritten initials or signature.

SR. NO. 2069/10
Presented At The Office Of The
Sub-Registrar Of Dadra & Nagar
Haveli, Silvassa : Between The Hours
Of 14-10 to 14-20
On 30 AUG 2018



cdn

AC



J. Bhandari

J. Bhandari

(Signature)

(A. C. Patel)
Sub Registrar,
Dadra & Nagar Haveli,
Silvassa.

Rs
Received Fees For
Registration 6187/-
Copying (Folios) 19/-
Copying Endorsements 87/-
Filing Fees 5/-
Postage 37/-
Total 6222/-

(Signature)

(A. C. Patel)
Sub Registrar,
Dadra & Nagar Haveli,
Silvassa.



BETWEEN

SUI-GENERIS APPLIACNE PRIVATE LIMITED, A Private Limited Company incorporated under the Indian Companies Act, 1956 having its registered office at No.5, Shiv Righul Raviraj Complex, Link Road, Andheri (W), Mumbai - 400 053 through its Authorized Signatory/Chartered Accountant SHRI SHEKHAR ANANDRAO BHENDE, hereinafter referred to as the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Directors, successors, executors, Administrators and assignees) of the FIRST PART.

AND

SEAGULL COOLING PRIVATE LIMITED, A Private Limited Company, having its registered office at G-2, Industry House, 23-B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai-400 093, through its Authorized Signatory/Chartered Accountant SHRI NISHANT NAHATA, hereinafter referred to as the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Directors, successors, executors, administrators and assignees) of the SECOND PART.

WHEREAS one Shri Harshad H. Doshi was the absolute owner and possessor of the Non-agricultural land for Industrial purpose 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 Associate Town Planner, Dadra and Nagar Haveli, Silvassa had granted construction permission to construct the Industrial Galas/Sheds/Industrial buildings on the above said Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Shri Harshad H. Doshi vide order No.TPS/CP/DADRA/S/221/1/96/829 dated 3/12/1996.


AND WHEREAS Shri Harshad H. Doshi had sold, transferred and assigned the above said Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli alongwith construction to Prashant Developers Private Limited and sale deed thereof was executed between the parties on 21/4/1997 and the same was presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa for registration purpose on 21/4/1997.

AND WHEREAS Prashant Developers Private Limited had constructed the Industrial Galas/Sheds/buildings known as "ZERO TAX INDUSTRIAL ESTATE" on the above said Non-agricultural land for Industrial purpose 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 construction permission and approved building plan.

AND WHEREAS Prashant Developers Private Limited had sold, transferred and assigned the Industrial Galas No. A-6 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14



Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Sui-Generis Appliance Private Limited and sale deed thereof was executed between the parties on 18/02/1998 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.230/1994 on 18/02/1998 for registration purpose.



AND WHEREAS Prashant Developers Private Limited had sold, transferred and assigned the Industrial Galas No. A-5 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Sui-Generis Appliance Private Limited and sale deed thereof was executed between the parties on 18/02/1998 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.231/1994 on 18/02/1998 for registration purpose.

AND WHEREAS Prashant Developers Private Limited had sold, transferred and assigned the Industrial Galas No. A-17 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as



"ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Shri Harshadbhai H. Doshi and sale deed thereof was executed between the parties on 02/11/1999 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.1124/1999 on 03/11/1999 for registration purpose.

AND WHEREAS Shri Harshadbhai H. Doshi had sold, transferred and assigned the Industrial Galas No. A-17 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Sui-Generis Appliance Private Limited and sale deed thereof was executed between the parties on 13/01/2004 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.72/2004 on 13/01/2004 for registration purpose and it was registered at Registration No.60 at page No.20, Vol. I of Book No.77 on 13/02/2004.

AND WHEREAS Prashant Developers Private Limited had sold, transferred and assigned the Industrial Galas No. A-19 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural



(M) [Signature]

land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Shri Harshadbhai H. Doshi and sale deed thereof was executed between the parties on 02/11/1999 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.1126/1999 on 03/11/1999 for registration purpose.

AND WHEREAS Shri Harshadbhai H. Doshi had sold, transferred and assigned the Industrial Galas No. A-19 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Sui-Generis Appliance Private Limited and sale deed thereof was executed between the parties on 13/01/2004 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.74/2004 on 13/01/2004 for registration purpose and it was registered at Registration No.61 at page No.21, Vol. I of Book No.77 on 13/02/2004.

AND WHEREAS Prashant Developers Private Limited had sold, transferred and assigned the Industrial Galas No. A-18 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural



land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Shri Harshadbhai H. Doshi and sale deed thereof was executed between the parties on 21/04/1997 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.5541/1997 on 21/04/1997 for registration purpose.

AND WHEREAS Shri Harshadbhai H. Doshi had sold, transferred and assigned the Industrial Galas No. A-18 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli to Sui-Generis Appliance Private Limited and sale deed thereof was executed between the parties on 13/01/2004 and presented in the office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa at serial No.75/2004 on 13/01/2004 for registration purpose and it was registered at Registration No.62 at page No.21, Vol. I of Book No.77 on 13/02/2004.

AND WHEREAS under the facts and circumstances the Vendor became the absolute owner and possessor of the Industrial Galas No. A-6 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Galas No A-5 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft.



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equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Galas No. A-17 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor, Industrial Galas No. A-18 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor and Industrial Galas No. A-19 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli.

AND WHEREAS Sui-Generis Appliances Private Limited and Seagull Cooling Private Limited had filed Company Petition No.314 of 2009 in the High Court of Judicature at Bombay for amalgamation of said both companies into one Company as "SEAGULL COOLING PRIVATE LIMITED" and accordingly after hearing the matter the Hon'ble High Court of Judicature at Bombay vide order dated 31st July, 2009 had amalgamated the above said two companies into one as "SEAGULL COOLING PRIVATE LIMITED" and as per the above said order all the assets and liabilities of Sui-Generis Appliances Private Limited has been transferred in the name of Seagull Cooling Private Limited.



AND WHEREAS as per the order passed by the Hon'ble High Court of Judicature of Bombay in Company Petition No.314 of 2009 connected with Company Application No.366 of 2009 and the Scheme the Industrial Galas No. A-6 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Galas No. A-5 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Galas No. A-17 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor, Industrial Galas No. A-18 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor and Industrial Galas No. A-19 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli, more particularly described in the schedule hereunder with all right, title, and interest connected with the said Industrial Galas including all other assets are to



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be recorded in the name of the Purchaser i.e. Seagull Cooling Private Limited without any payment or any other deed. But however to avoid the future complication and to enter the name of Seagull Cooling Private Limited in the records of the above said Industrial Galas maintained by Group Gram Panchayat Dadra the parties have decided to execute the Sale Deed by paying the Stamp Duty and without any compensation or remuneration.



AND WHEREAS the Vendor has declared to the Purchaser that the Vendor is the owner and possessor of the above said Industrial Galas and no one except the Vendor has any right, title, interest or claim of any nature whatsoever in the said Industrial Galas and the title of the said Industrial Galas is clear, marketable and free from all encumbrances and reasonable doubts whatsoever. In the event of any claim from any person, Govt. Department or any body arises in future in respect of the said property on the name of the Vendor, the Purchaser shall be liable to remove all such claim or claims at its own cost as per the order of the Hon'ble High Court passed in Company Writ Petition No.314/2009.

AND WHEREAS the Purchaser has called upon the Vendor to execute the Sale Deed without any payment, which the Vendor has agreed to do.

NOW THIS INDENTURE WITNESSETH THAT

In pursuance of the said agreement and in consideration of the Scheme and order of the Hon'ble High Court of Judicature at Bombay, the Vendor doth hereby grant well assigns, release convey and assure unto the

Purchaser forever all that the said Industrial Gala No. A-6 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Gala No. A-5 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Gala No. A-17 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor, Industrial Gala No. A-18 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor and Industrial Gala No. A-19 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq.Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli together with all right, title and interest connected with the said Industrial Galas (more particularly described in the SCHEDULE hereunder written) hereinafter referred as the "SAID INDUSTRIAL GALAS" with all title, right and interest of the said Industrial Galas, including the consents, orders and




permissions together with all the advantages and appurtenances whatsoever to the said Industrial Galas 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 Industrial Galas to have and hold all the singular the said Industrial Galas 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 board and other authorities in respect thereof and the Vendor do hereby covenant with the Purchaser that notwithstanding and 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 Industrial Galas 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 Industrial Galas hereby granted, conveyed, assigned, released, transferred and assured or expressed to be for its own use without any suit, lawful eviction, interruption, claim and demand whatsoever 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 Industrial Galas hereby granted and conveyed or any part thereof shall and will from time to time and at all times hereafter at the requests of the Purchaser does 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 Industrial Galas hereby granted unto and to the use of the Purchaser in the manner aforesaid shall or may be reasonably required and the Vendor doth 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 Industrial Galas 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 and the Vendor shall or will from time to time and at all times hereafter at the request and costs of the Purchaser do not execute or cause to be done and executed all such further and more perfectly and other lawful and reasonable acts, deeds, matter, things and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring the Industrial Galas and every part



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thereof hereby granted unto and to the use of the Purchaser in the manner aforesaid shall or may be reasonable required the Purchaser or its counsels at law.

The Vendor covenant with the Purchaser that the Vendor has sold the above said Industrial Galas to the Purchaser with all rights, title and interest of the said Industrial Galas. Vendor has given all consents to the purchaser for the same and the title of the said Industrial Galas 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 said Industrial Galas.



The Vendor has handed over the vacant and peaceful possession of the above said Industrial Galas with all rights, title and interest connected therewith to the Purchaser. The Purchaser became the absolute owner and possessor of the above said Industrial Galas, 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 Industrial Galas 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 Industrial Galas and now onwards the Purchaser shall be entitled to use its name on and for the above said Industrial Galas.

The Purchaser shall bear all costs and charges for transferring the said Industrial Galas and electric connection, telephone connection in the

name of the Purchaser and all other incidental expenses shall be borne and paid by the Purchaser.

The Purchaser shall abide by the terms and conditions contained in the First sale deed executed between the Builder and the First Purchaser.

The future liabilities of any stamp duty or deficit stamp duty will solely be born and paid by the Purchaser in respect of the said Industrial Galas.

The stamp of Rs. 98700/- has been used in this Sale Deed for registration purpose as per the valuation certificate.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Industrial Gala No. A-6 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Gala No. A-5 admeasuring 953.12 Sq.Ft. equivalent to 88.58 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1012.94 Sq.Ft. equivalent to 94.14 Sq.Mtrs. (super built up area) on the First Floor, Industrial Gala No. A-17 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor, Industrial Gala No. A-18 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the First Floor and Industrial Gala No. A-19 admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq.Mtrs. (super built up area) on the

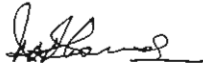


Ground Floor and admeasuring 1038.34 Sq.Ft. equivalent to 96.50 Sq Mtrs. (super built up area) on the First Floor of the Building known as "ZERO TAX INDUSTRIAL ESTATE" constructed on the Non-agricultural land for Industrial purpose bearing Survey No.221/1 admeasuring 29500 Sq Mtrs. situated at village Dadra of the Union Territory of Dadra and Nagar Haveli with all rights, title and interest connected thereto.

IN WITNESSES WHEREOF the Vendor and the Purchaser have put their respective hands on the day and the year first hereinabove written at Silvassa, Union Territory of Dadra and Nagar Haveli.

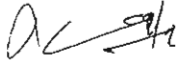


Signed and delivered by the within]
 named "VENDOR" SUI-GENERIS]
 APPLIANCES PRIVATE LIMITED]
 through its Authorized]
 Signatory/C.A. SHRI SHEKHAR]
 ANANDRAO BHENDE in the]
 presence of


 (SHEKHAR ANANDRAO BHENDE)
 AUTHORIZED SIGNATORY/C.A. OF
 SUI-GENERIS APPLIANCES
 PRIVATE LIMITED.
 VENDOR

1. Amshuk CAKSHAY SHAI
 2. [Signature]

Signed and delivered by the within]
 named "PURCHASER" SEAGULL]
 COOLING PRIVATE LIMITED]
 through its Authorized]
 Signatory/C.A. SHRI NISHANT]
 NAHATA in the presence of]


 (NISHANT NAHATA)
 AUTHORIZED SIGNATORY/C.A. OF
 SEAGULL COOLING PVT.LTD.
 PURCHASER

1. Amshuk CAKSHAY SHAI
 2. [Signature]

Shri / Ms. Seagull Cooling Pvt. Ltd.
Through Its Director / Partner / PAO Holder (Authorized)
Shri Nishant Mahata
Executing Mumbai
Business Mumbai

The Executive Director / Additional Executive Director

(Signature)
(Nishant Mahata)

30 AUG 2010

(A. C. Patel)
Sub Registrar,
Dadra & Nagar Haveli,
Silvassa.



Shri / Ms. Sui - Genris Appliances
Through Its Director / Partner / PAO Holder (Authorized)
Shri Bhaskar Bhandarkar
Executing Mumbai
Business Mumbai

The Executive Director / Additional Executive Director

(Signature)
(S.A. Bhande)

30 AUG 2010

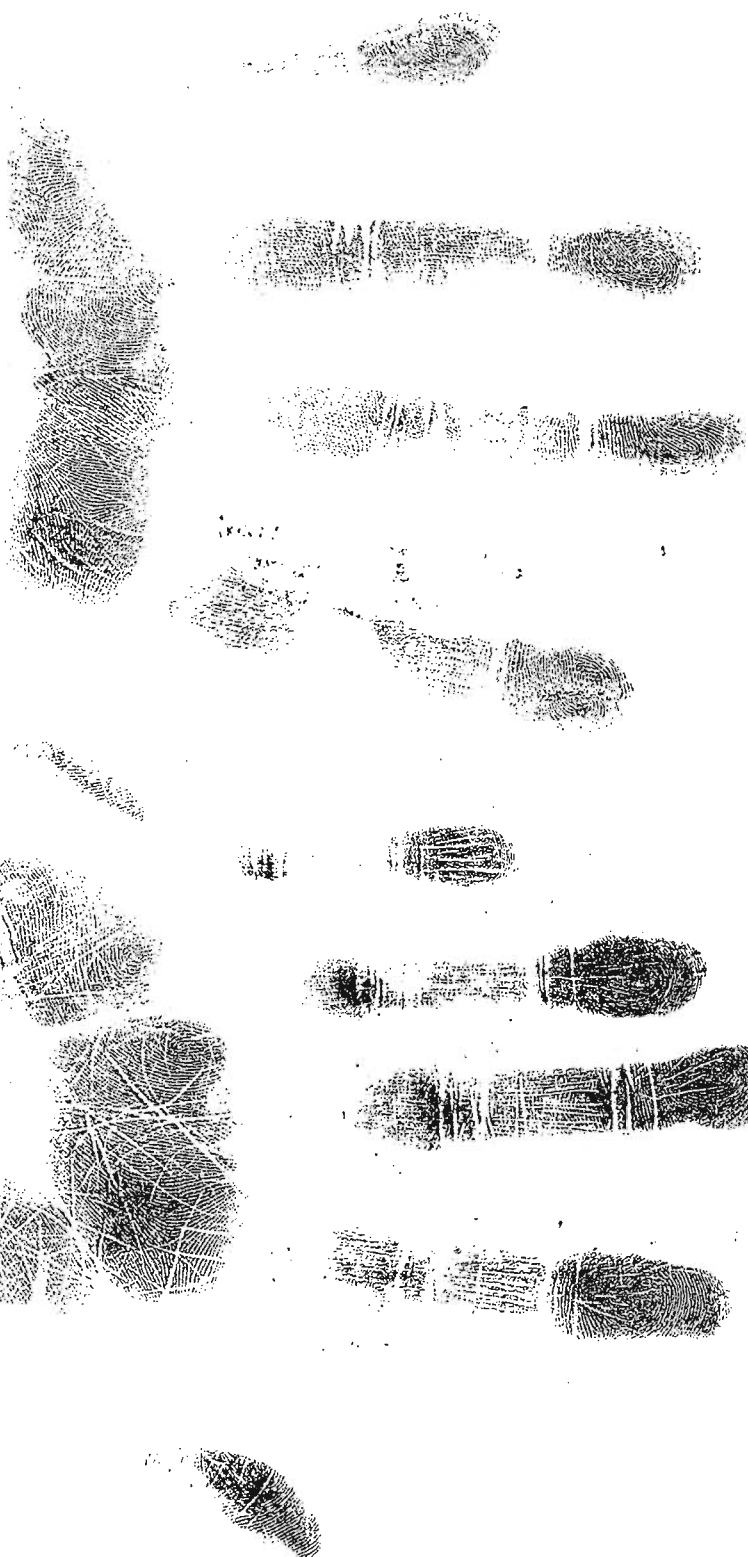
(A. C. Patel)
Sub Registrar,
Dadra & Nagar Haveli,
Silvassa.

Shri Akshay Shah
Age About 39 years Occupation Service
Residing At Dadra
And Known To The
Sub-Registrar Since 30.08.2010 The Person(s) Personally
Known To The Above Executor (S) And
Identify Him / Them

30 AUG 2010

(A. C. Patel)
Sub Registrar,
Dadra & Nagar Haveli,
Silvassa.

(Signature)
(Akshay Shah)



[Handwritten signature]

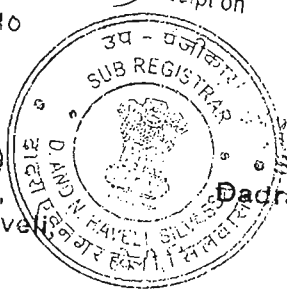
[Handwritten signature]

Total pages from 1-10 10
 The Original document is returned to Shri. Pragnesh S. Parmar,
A. Khergama,
 Who has produced original Registration Receipt on

Registered No. 2852
 Serial No. 68
 Book No. III
 Date 30/08/2010

4 SEP 2010

(A. C. Patel)
 Sub Registrar,
 Dadra & Nagar Haveli,
 Silvassa.



(A. C. Patel)
 Sub Registrar,
 Dadra & Nagar Haveli,
 Silvassa.