

(1) Khan Mohammed Aslam
Abdul Aziz, married,
aged 42 years, Businessman,
Son of Abdul Aziz Khan,
Indian National, residing
at Kathiria, Nari Daman,
as Director of, for and on-
behalf of:

(a) Supreme Company Limited.

(2) Surendra Kumar Agarwal,
as Karā of:

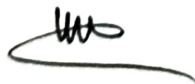
(b) M/S. S.K. Agarwal (H.U.F.),
aged 49 years, Son of
Girdharilal Agarwal,
Indian National, Business,
residing at Kika Street,
Mumbai, as Partner of, for
and on behalf of:

(c) M/S. ^{executing party} Sharp Metal Overseas.

admits execution of the so called
Sale

Executant No. (1) known to S.R.

(1)



(2)







00BB 990049

Serial No 1119/97
Presented at the Office of the
Sub-Registrar of DAMAN
between the hours of 12.30 P.M.
and 1.30 P.M. on 12-8-1997

Received fees for:	Rupees
Registration	1625—
Copying (Folios)	33—
Copying endorsements	2—
Postage.....	—
Total Rs:-	1660—

[Signature]
SUB REGISTRAR
DAMAN.

[Signature]
SUB REGISTRAR
DAMAN.

DEED OF SALE

THIS DEED OF SALE is made at Moti Daman on the
12th day of the month of August in the Christian
Year One Thousand Nine Hundred & Ninety Seven
(12/08/1997) BETWEEN (1) SUPREME COMPANY LIMITED,

9536

6 AUG 1997

Value of Stamp Paper Rs. fifteen thousand
 Name of The Purchaser Sharp Metal Overseas
 Residing at Nani Daman Son of Agent
 Purpose Sale Deed
 Name of parties to the transaction Sought M/s. Supreme Company Ltd.
 As There is no Single Stamp Paper For the Value of Rs. 19300/-
 Additional Stamp Paper for the Completion
 at 20% value is Attached here with.

[Signature]

[Signature]

a limited company, incorporated under the Companies Act 1956, with its Registered Office at Pragati Shopping Centre, Nani Daman : 396 210, represented herein by its Director SHRI KHAN MOHAMMED ASLAM ABDUL AZIZ, Married, Aged 42 years, businessman, son of Shri Abdul Aziz Khan, Indian National, residing at "Meher Villa", Kathiria, Nani Daman, hereinafter referred to as "THE VENDORS" (which expression unless the context does not so admit, include their survivors, heirs, successors, executors, administrators and permitted assigns) OF THE ONE PART.

AND (2) M/S. SHARP METAL OVERSEAS, a Partnership firm, represented herein by its



Partner S.K. AGARWAL H.U.F. through its Karta SHRI SURENDRA KUMAR AGARWAL, aged 49 years, son of Shri Girdharilal Agarwal, Indian National, occupation business, residing at 183, Kika Street, 3rd floor, MUMBAI - 400 004, hereinafter referred to as "THE PURCHASERS" (which expression shall be deemed to include the Partner or Partners for the time being of the said firm, the survivor or survivors of them, their heirs, executors and administrators of such survivor or survivors and his or their assigns or successors in business of the said firm) OF THE OTHER PART.

9536

6 AUG 1907

Value of Stamp Paper It goes into the same day
 Name of The Purchaser Sharp Melit Overseas
 Residing at Nam' Deur Son of
 Agent Purpose Sale Dead
 Name of parties to the transaction Sought
M/s Supreme Company Ltd
 As There is no Single Stamp Paper For the Value of Rs. 19300/-

Additional Stamp Paper for the Completion
 of the Value is Attached here with.

C. P. S.

 Signature of Buyer

WHEREAS the Vendors are seized and possessed of or otherwise well and sufficiently entitled to, with good and legal title of Non Agricultural land or ground situated at Kachigam within the Village Panchayat Jurisdiction of Kachigam, Taluka of Daman Sub District and District of Daman, bearing Survey Nos. 365 & 366 totally admeasuring 68300 Square Meters and more particularly identified in the SCHEDULE ONE hereinunder written and now known as PREMIER INDUSTRIAL ESTATE and hereinafter referred to for brevity's sake as "THE SAID PROPERTY".

AND WHEREAS the said property of Non-Agricultural nature has been duly converted from





AND WHEREAS the said landed property

agriculture to non-agricultural use for industrial purpose vide N.A. Sanad Order No.2/144/95-LND/6231 dated 8.11.96 & No.2/138/95-LND/6230 dated 8.11.96 issued by the Collector, Daman.

AND WHEREAS the Nazarana as prescribed under Rule 2 (ii) of the Daman (APV) Rules, 1969 under Goa, Daman & Diu Land Revenue Code, 1968 has already paid by the Vendors vide Challan Nos.57/96 & 59/96 issued by the Mamlatdar, Daman pursuant to the Sale Permission order of the Collector of

6 AUG 1997

9536

Value of Stamp Paper Rupees Two Thousand only.
Name of The Purchaser Sharp Metal Overseas.
Residing at Nani Daman Son of
Agent Purpose Sale Deed.
Name of parties to the transaction Sought
M/s. Supreme Company Ltd.
Is There Is no Single Stamp Paper For the Value of Rs. 19300/-
Additional Stamp Paper for the Completion
of Rs. Value is Attached here with



Daman, bearing No. COL/SP-61/96/6769 dated 6.12.96
and No. COL/SP-67/96/7080 dated 23.12.96.

AND WHEREAS the said landed property
consisting of several Plots of land have been
purchased by the Vendors by TWO Deeds of Sale duly
executed and registered in the office of the
Sub-Registrar of Daman under Serial No. 1400/96 and
1463/96.

AND WHEREAS the said property of non
agricultural nature has been divided into several
plots of various sizes by the Dy. Collector of
Daman pursuant to the provisions of the Goa, Daman
and Diu Land Revenue Code, 1968 vide Order



AND WHEREAS it has been noted between the
 No. COL/DMN/LND/HC-II/AMA&SD/3/96-97/7278 dated
 03.01.97. Pursuant to Plot No. 9 bearing Survey No. 77.10.30
 AND WHEREAS the Vendors have got approved the
 Plan for constructing factory building on the said
 Plot from the Architect Planner, Daman vide
 No. 6/17/366/895/96-97 dated 8.1.97. The Vendors
 have also obtained construction permission from
 the Village Panchayat on the advice of the
 concerned Government Department, as per the rules
 and regulations prevailing in Daman. The Kachigam

6 AUG 1997

9536

1536
Place of Issue D.M.N./I.N.Y. Date
Value of Stamp Paper... Rupees One hundred only
Name of The Purchaser... Sharp Melait Overseas
Residing at... Nani Dever Son of —
Agent... — Purpose... Sale Deed.
Name of parties to the transaction Sought...
M/s. Supreme Company Ltd.
There is no Single Stamp Paper For the Value of Rs. 19300/-

..... Additional Stamp Paper for the Completion
+ The Value is Attached here with.

Gate

Salvo

Gram Panchayat has granted Construction Permission
No.47/97 dated 15.1.97.

AND WHEREAS it has been agreed between the parties hereto that the VENDORS shall sell to the Purchasers Plot No.9 bearing Survey No.365/21, admeasuring 1600 square metres and more particularly identified in SCHEDULE TWO hereinunder written, at or for the fair market value of Rs.3,20,000/- (Rupees Three Lakhs Twenty Thousand only) free from encumbrances, charges or onus, and with vacant possession thereof for conducting Industrial activities which do not lead to any type of pollution/environmental disturbance;



OVERSEAS BY WAY OF SALE the said Plot No. 9
 measuring 1000 square meters, bearing Survey
 No. 105/21 and more particularly identified in the
 SCHEDULE TWO written hereunder AND ALL the
 (1) NOW THIS DEED OF SALE WITNESSES as follows:-
 whatever of the Vendor is or to the said Plot
 b1. In pursuance of the said agreement and in
 consideration of the fair Market Value of
 Rs. 3,20,000/- (Rupees Three Lakhs Twenty Thousand
 only) already paid by the Purchasers to the
 Vendors by Cheque No. 003866 dated 7.8.97 drawn on
 Bank of Baroda, Gulalwadi, Mumbai, the receipt of
 which sum the Vendors do hereby acknowledge to the
 Purchasers, the Vendors do hereby TRANSFER, CONVEY
 and ASSIGN unto the Purchasers M/S. SHARP METAL

9536

6 AUG 1997

value of Stamp Paper... Rs. One hundred only
 Name of The Purchaser... Sharp Metal Overseas
 Residing at... Nani Damer Son of...
 Agent... Purpose Sale Deed
 Name of parties to the transaction Sought...
N/S. Supreme Company Ltd.
 As There is no Single Stamp Paper For the Value of Rs. 19300/-
 Additional Stamp Paper for the Completion
 of the Value is Attached here with.




OVERSEAS by way of SALE the said Plot No. 9
 admeasuring 1600 square meters, bearing Survey
 No. 365/21 and more particularly identified in the
 SCHEDULE TWO written hereinunder AND ALL the
 estate, right, title, claim, interest and demand
 whatsoever of the Vendors in or to the said Plot
 of Property hereby transferred and conveyed and
 every part thereof TO HOLD the same to the
 Purchasers as absolute owners forever TOGETHER
 WITH all fences, hedges, ditches, lights,
 liberties, accesses, ways, waters, water courses,
 privileges, easements, paths, passages,
 appurtenances, advantages and profits whatsoever
 in or to the said Plot of Property hereby trans-
 ferred, conveyed and sold and more particularly



identified in the SCHEDULE TWO written hereinunder, belonging to or in any way appertaining or usually held or occupied therewith to belong or appurtenant thereto.

2. The Vendors do hereby covenant with the Purchasers as follows :-

(A) THAT the said Plot hereby sold and conveyed and more particularly identified in the SCHEDULE TWO written hereinunder shall quietly be entered

6 AUG 1997

9536

Value of Stamp Paper... Supra One Hundred

Name of The Purchaser... Sharp Metal Overseas

Residing at... Ndini Dawa Son of... —

Agent... — Purpose... Sale Deed

Name of parties to the transaction Sought... M/s. Supreme Company Ltd

As There is no Single Stamp Paper For the Value of Rs. 19300/-

Additional Stamp Paper for the Completion of the Value is Attached here with.

(Signature)

(Signature)

into and upon and held and enjoyed by the Purchasers and profits received therefrom without any interruption or disturbances by the Vendors or any other person or persons claiming through or under the Vendors and without any lawful disturbance or interruption by any other person whomsoever.

(B) THAT the Vendor will at the cost of the persons requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said Plot of property hereby sold as may reasonable be required.

(C) THAT the said Plot of property hereby sold and more particularly identified in the SCHEDULE

TWO hereinunder written is free from encumbrance, charges and onus.

(D) THAT the title of the Plot of property hereby sold subsists and the Vendors have power to sell the same.

(E) That the actual physical possession of the property hereby sold is handed-over to the Purchaser and the Purchaser shall hereafter peaceably and quietly hold, use, occupy, possess and enjoy the same jointly with confirmatory parties as its own chattel, without any interruption, hindrance or claim by the vendors or any person or persons whomsoever.


(F) THAT the Vendors have not received any notice for acquisition of the said Plot No.9 bearing Survey No.365/21, of the property hereby conveyed from the Government and there in no case or proceedings pending in any Court of law or competent Authority.

II. THIS DEED OF SALE FURTHER WITNESSETH as follows:-

(A) The Purchasers shall use their best endeavors to plant number of plants possible in the said Plot purchased by them to balance the ecology of the terrain and to beautify the area.

(B) The Purchasers shall not throw dirt, rubbish rags or other refuse in the open space of Plot purchased and shall try to avoid any type of pollution.

(C) The Purchasers shall undertake to be the member of the Co-Operative Society or such Body as deemed fit to be formed alongwith other owners of the other Plots of the Premier Industrial Estate and the Vendors hereto and shall contribute and obtain shares in order to enable to maintain the common services and common utility places in good and useful manner at all times.



(E) That the Purchasers has paid herewith Rs.25/- per square metre on execution of this Deed of Sale in favour of Supreme Company Ltd., Developers, PREMIER INDUSTRIAL ESTATE. The amount collected on this account will be kept in a Fixed Deposit with the Bank and the interest accrued from this will be utilised for maintenance, security and other common expenses of the Industrial Estate. The Purchasers also undertakes to pay any additional amount towards fund as may be required in future.

IN WITNESS WHEREOF the parties hereto have hereto set their respective hands on the day and the year first herein before mentioned.

SCHEDULE - ONE

(OF THE PROPERTY BELONGING TO VENDORS)

ALL THAT non-agricultural land or ground or the landed property situated at Kachigam, within the Village Panchayat Jurisdiction of Kachigam, Nani

SCHEDULE - TWO
(OF THE PLOT HEREBY SOLD TO)

ALL THAT Plot of land or ground known as Plot No. 9 admeasuring 1600 square metres of the PREMIER INDUSTRIAL ESTATE, situated at Kachigam, within the Village Panchayat jurisdiction of Kachigam, Taluka of Daman, Sub District and district of Daman, bearing Survey No.365/21 and which is neither described in the land Registration office nor found enrolled with Taluka Revenue office, Daman and bounded as under :

On or Towards the East - By the Plot No.8 bearing Survey No.365/20.

On or Towards the West - By the Plot No.10 bearing Survey No.365/22.

On or Towards the North - By the land bearing Survey No.363/1.

On or Towards the South - By the internal road of the Industrial Estate.

Daman, Taluka of Daman, Sub District of Daman and District of Daman, not described in the Land Registration Office of the Judicial Division of Daman nor found enrolled in the Taluka Revenue Office, Now bearing the Survey No. 365 & 366 totally admeasuring 68300 square metres or thereabouts and forming a single unit is bounded as follows:-

On or towards the EAST - by the land bearing Survey No.364;

On or towards the WEST - by the NALLA;

On or towards the NORTH- by the land bearing Survey Nos.368/2, 363/2, 363/10, 363/15 & 363/16 of village Kachigam;2

On or towards the SOUTH- by the village boundary of Vapi.

SIGNED AND DELIVERED by the
withinnamed SHRI KHAN MOHAMMED
ASLAM ABDUL AZIZ, Director for and
on behalf of SUPREME COMPANY
LIMITED, who has been authorised to
sign and affix the common seal
hereto on its behalf duly empowered
by Resolution dated 1.12.95.

[Signature]

SIGNED AND DELIVERED by the with-
innamed SHRI SURENDRA KUMAR
AGARWAL, Karta of M/s. S.K. Agarwal
H.U.F. as Partner of, for and on
behalf of M/s. SHARP METAL
OVERSEASTHE PURCHASERS

STAGARWAL

IN THE PRESENCE OF WITNESS :-

1. *[Signature]* [C. MUTHIAN]
2. Manoj Agarwal (MANOT AGARWAL)



(1) Khan Mohammed Aslam
Abdul Aziz, married, aged
42 years, Businessman,
Son of Abdul Aziz Khan,
Indian National, residing
at Kathiria, Nani Daman,
as Director of, for and on-
behalf of:

(a) Supreme Company Limited.

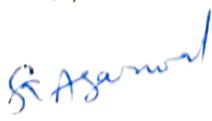
(2) Surendra Kumar Agarwal,
as Karā of:

(b) M/S. S.K. Agarwal (H.V.F.),
aged 49 years, Son of
Girdharilal Agarwal,
Indian National, Business,
residing at Kilca Street,
Mumbai as Partner
of, for and on behalf of:

(c) M/S. Sharp Metal Overseas.
admits execution of the so called
Sale deed

Exculant No. (1) known to S.R.

(1) 

(2) 



भारतीय गैर न्यायिक

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रुपये

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TEN
RUPEES

Rs. 10

INDIA

INDIA NON JUDICIAL

दमण और दीव DAMAN AND DIU

Serial No. 14124/1554/08 00AA 034508
Daman Dt. 10.09.08
Particular: Att. station.

Serial No. 2247/08
Presented at the Office of the
Sub-Registrar of DAMAN
between the hours 3.00PM
and 3.30PM on 8/9.2008.

Received fees for:	Rupee
Registration	100/-
Copying (Folios)	20/-
Copying endorsements	
Postage.....	2/-
Private Attendance	
Total Rs.	122/-

Wate
SUB REGISTRAR
DAMAN.

MEMO OF PARTNERSHIP

Wate
SUB REGISTRAR
DAMAN.



W. Aggarwal
W. Aggarwal



अने दीव दमण और दीव DAMAN AND DIU

034974

THIS DEED OF PARTNERSHIP made and entered into at Daman this 31st day of August, Two Thousand Eight among 1) SHRI SURENDRAKUMAR AGARWAL as a Karta of and representing SURANDRAKUMAR AGARWAL H.U.F. of Mumbai hereinafter referred to as the party of the FIRST PART. 2) SHRI RAJESHKUMAR AGARWAL an Indian Inhabitant also of Mumbai hereinafter referred to as the party of the SECOND PART (which expression shall unless repugnant to the context or meaning thereof shall include and mean his heirs, executors, administrators and assigns) and 3) SHRI NAVINKUMAR AGARWAL an Indian Inhabitant also of Mumbai hereinafter referred to as the party of the THIRD PART (which expression shall unless repugnant to the context or meaning thereof shall include and mean his heirs, executors, administrators and assigns) and SHRI SURENDRAKUMAR AGARWAL in his individual capacity also of Mumbai hereinafter referred to as the party of the FOURTH PART (which expression shall unless repugnant to the context or meaning thereof shall include and mean his heirs, executors, administrators and assigns).

NKA

SKA
HOF

SKA

RKA



Serial No. 123 Place at vend DMN/TRY, dated 27 AUG 2008
Value of Stamps Papers Rupees One Lakh
Name of the Party Sharp Metals
Residing at ...
Agent ... Agm
Name of Parties ...
Signature of Vender ... Signature of Purchaser ...

WHEREAS the party of the first and second part hereto have been carrying on the business in-partnership under the name and style of M/S. SHARP METAL OVERSEAS from Plot No. 8 and 9, Premier Industrial Estate, Kachigam, Daman under a deed of partnership executed on 8th August, 1997.

AND WHEREAS the parties of first and second part have agreed to admit the party of the third and fourth part namely SHRI NAVINKUMAR AGARWAL and SHRI SURENDRAKUMAR AGARWAL in their individual capacity as partners of the firm with effect from 31st August, 2008 on certain terms and conditions.

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions of their partnership in writing.

Sd/-

Sd/-

Rd/-

Sd/-

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS
UNDER:

1. Shri Navinkumar Agarwal and Shri Surendrakumar Agarwal are admitted as a partners of the firm with effect from 31st August, 2008.

2. The business of the firm shall be continued to be carried on in the name and style of M/s. SHARP METAL OVERSEAS and/or any other name or names as the partners may mutually agree upon.

3. The partnership business shall be carried on from Plot No. 8 and 9, Premier Industrial Estate, Kachigam, Daman and the administrative office of the firm shall be at 189/191 Kika Street, R. No. 35, 5th floor, Mumbai - 400 003. The partners may decide to carry on the business from such other place or places as they may mutually agree upon.

The nature of partnership business shall be that of manufacturers and/or dealers of non ferrous metals of all kinds and products thereof and/or any other business or businesses as the partners may mutually agree upon from time to time.

5. The partnership shall be 'PARTNERSHIP AT WILL'

6. The capital required for the Partnership business shall be brought in by partners as and when required, which will be credited to partner's capital account.

7. The bankers of the partnership shall be such banks as parties hereto may agree upon from time to time. The account or accounts with the bank or banks shall be operated by any of the parties hereto. However, the mode of operation may be changed by mutual consent of the partners.

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SKA



8. The profit and/or loss of the partnership business upto 31st August, 2008 shall be shared/borne between the parties of the first and second part in their old profit sharing ratios which are as under.

<u>Sr. No.</u>	<u>NAME OF PARTNERS</u>	<u>SHARE</u>
1.	SURENDRAKUMAR AGARWAL H.U.F.	65 %
2.	RAJESHKUMAR AGARWAL	35 %
		<u>100 %</u>

9. The profit and/or loss of the partnership business with effect from 1st September, 2008 shall be shared/borne by the partners hereto in the following proportions.

1.	SURENDRAKUMAR AGARWAL H.U.F.	15 %
2.	RAJESHKUMAR AGARWAL	25 %
3.	NAVINKUMAR AGARWAL	10 %
4.	SURENDRAKUMAR AGARWAL	50 %
		<u>100 %</u>

10. In case of admission or retirement of a partner a profit & loss account upto the date of admission or retirement shall be prepared to determine the profit/loss to be shared/borne by existing partners upto the date of admission or retirement.
11. Books of accounts of the partnership shall be closed on the 31st March of every year.
12. All the disputes, differences and questions whatsoever which may arise either during the partnership or afterwards between partners or any partner/s and the representatives of any other partner/s touching these presents or things hereto contained or any account or assets, debts or liabilities to be made hereunder or as to any act, deed or omission of any partner or as to any other partner in any way relating to the partnership business or the affairs thereof or the rights, duties or

GNA H.U.F.

TIVA

PVA

SRA

liabilities of any person under these presents shall be referred to a single arbitrator in case the parties agree upon or otherwise to as many arbitrator as there are parties to the difference and unanimous award of the arbitrators or failing the same award of the Umpire shall be binding. The said arbitrators shall appoint an umpire before entering upon the reference. Such arbitration shall take place in accordance with and subject to the Indian Arbitration Act, 1940 or any statutory modification thereof for the time being in force.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Daman the day and year first hereinabove written :-

SIGNED & DELIVERED BY THE
WITHIN NAMED SURENDRAKUMAR
AGARWAL AS A KARTA OF AND
REPRESENTING SURENDRAKUMAR
AGARWAL H.U.F. in the presence of

- 1)
- 2)



For SHARP METAL OVERSEAS

Suren drakumar Agarwal H.U.F.
Partner

SIGNED & DELIVERED BY THE
WITHIN NAMED SHRI RAJESHKUMAR
AGARWAL in the presence of

- 1)
- 2)



For SHARP METAL OVERSEAS

Rajesh Kumar Agarwal
Partner.

SIGNED & DELIVERED BY THE
WITHIN NAMED SHRI NAVINKUMAR
AGARWAL in the presence of

- 1)
- 2)



Navinkumar Agarwal

SIGNED & DELIVERED BY THE
WITHIN NAMED SHRI SURENDRA
KUMAR AGARWAL in the presence of

- 1)
- 2)

Witness

1) Muresh Chhipa

Muresh Chhipa

New Colony

Naam Kar Thian

Dish Singh

2) G.P.S.

Ganesh Kumar Dubey

Ward, Mumbai - 18