



95 Member  
3 APR 1997  
St. No. 451/97  
Presented at the office of the  
Sub Registrar of Dadra & Nagar  
Haveli Silvassa between the  
hours of 2.00 to 2.10  
On 3.4.97

Shah v. Shah  
Rajendra V. Shah

3- APR 1997  
Shah v. Shah  
For SRV Polytex Pvt  
Ltd.

*Paul*  
Sub-Registrar,  
Dadra and Nagar Haveli  
Silvassa

Received fees for.....  
Registration..... 3010.00  
Copying (folios)..... 15.00  
Copying endorsements..... 8.00  
Filing Fees..... 2.00  
Postage.....

Total 3040.00

004587

*Paul*  
Sub-Registrar,  
Dadra and Nagar Haveli  
Silvassa

### " SALE DEED "

THIS SALE DEED is made and entered into at Village Silvassa  
of the Union Territory of Dadra and Nagar Haveli on this  
3rd day of April, 1997 (1) RAJENDRA VINAYCHAND SHAH, Aged

Contd.....2/-

Rajendra  
Shah



95 - Mumbai  
3 APR 1977

5000/-  
S. R. v. Polytex P. Ltd.  
J. C. Shah  
D.H. Silvassa

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*Don*  
about 38 Years, Resident of M/3, Madhy Vasant, 47 Subhash Road, Vile Parle (East), Mumbai - 400 057 and (2) *Sudhir* SUDHIR VINAYCHAND SHAH, Aged about 36 Years, Resident of 31, Subh Ashish, Tejpal Scheme, Road No. 2, Vile Parle (East) Mumbai - 400 059, hereinafter called as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors and assigns) of the ONE PART.

AND SRV POLYTEX PRIVATE LIMITED, a Private Limited Company duly in-corporated under the companies Act, 1956, having its Registered Office at 203, Supermarket, 2nd Floor, Monghibai Road, Vile Parle (E), Mumbai - 57, hereinafter called as the "PURCHASER" (which expression shall unless it be

Contd.....3/-

*Don*  
*Sudhir*





SILVASSA

No. 95-*Mumbau*  
DATE - 3 APR 1997

revd,

S. R. V. Polytechnic

T. 27 Shah

W. 2

Sub-Registrar  
Distt. Silvassa.

--: 3 :--

repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the One Shri. Babarbhaji Ranchhodbhai Patel of Village Dadra of Union Territory of Dadra and Nagar Haveli, was the owner and possessor of the agricultural land admeasuring 0 Hect. 40 Are. of Survey No. 206-Hissa-2 situated at Village Dadra of the Union Territory of Dadra and Nagar Haveli for which occupancy rights were granted by the Land Reforms Deptt. of Dadra and Nagar Haveli, Silvassa vide Land Reforms Case No. LRO/3/DADRA/85/74 on new and impartial tenure.

AND WHEREAS the said Shri. Babarbhaji Ranchhodbhai Patel of Village Dadra of Union Territory of Dadra and Nagar Haveli,

Contd.....4/-

*Babu*  
*S. S. S. S.*



1997  
3 APR 1997

T. D. Shah

Dr.

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was legally allowed to use the adequate accessibility from the land of Survey No. 206/1 of Village Dadra for the above said land. Vide Order No. RD/LND/Plan/6271/93 dated 27-12-1993 issued by the Collector of Dadra and Nagar Haveli, Silvassa in connection with approval of lay out plan in respect of the non-agricultural land of the Survey No. 206/1 of Village Dadra of Union Territory of Dadra and Nagar Haveli.

AND WHEREAS the said Shri. Babarbhai Ranchhodbhai Patel of Village Dadra of Union Territory of Dadra and Nagar Haveli, had applied to the Administration of Dadra and Nagar Haveli, to convert the said agricultural land admeasuring 0 Hect. 40 Are. i.e. 4000 Sq.Mtrs. of Survey No. 206/Hissa-2 situated at Village Dadra of the Union Territory of Dadra and Nagar Haveli into non-agricultural purpose i.e. Industrial Purpose.

Contd.....5/-



AND WHEREAS the Collector of Dadra and Nagar Haveli had granted necessary permission to the said Shri. Babarbhail Ranchhodbhai Patel of Village Dadra of Union Territory of Dadra and Nagar Haveli, to convert his agricultural land admeasuring 0 Hect. 40 Are. i.e. 4000 Sq.Mtrs. of Survey No. 206/Hissa-2 of Village Dadra of the Union Territory of Dadra and Nagar Haveli for the non-agricultural purpose i.e. industrial purpose by his Order No. RD/LND/NA-281/1411/94 dated 09-03-1994 as per the terms and conditions contained in the said order.

AND WHEREAS the said Shri. Babarbhail Ranchhodbhai Patel of Village Dadra of Union Territory of Dadra and Nagar Haveli, had sold the said non-agricultural land admeasuring 0 H. 40 Are. (i.e. 4000 Sq.Mtrs. of Survey No. 206 Hissa-2 of Village Dadra of Union Territory of Dadra and Nagar Haveli for the industrial purpose to SHAH AND DESAI ASSOCIATES of Village Dadra of Union Territory of Dadra and Nagar Haveli and Sale Deed thereof was made between the party on 6th May, 1994 and presented in the office of the Sub-Registrar of Union Territory of Dadra and Nagar Haveli, Silvassa for the registration purpose at Sr. No. 396/94 and accordingly the Patel Talati of Dadra has made necessary Entry No. 1356 on 10/05/1994 in the Revenue Records to delete the name of the Vendors and entered the name of the Purchaser and thus SHAH AND DESAI ASSOCIATION became absolute owner and possessor of the above said agricultural land.

Contd.....6/-

*Bojn*  
*Sunder*

AND WHEREAS thereafter Shah & Desai Associate of Dadra had sold and transferred the above said non-agricultural land of Survey No. 206/2, of Village Dadra of the Union Territory of Dadra and Nagar Haveli in favour of Rajendra Vinaychand Shah and Sudhir Vinaychand Shah of Mumbai (Present Vendors) and the Sale Deed thereof was executed on 25/08/1994 and the said Sale Deed was duly presented in the Office of the Sub-Registrar, Dadra and Nagar Haveli, Silvassa for registration purpose at Serial No. 653/94 on 25/08/1994 and accordingly the Patel Talati of Dadra had made necessary entry No. 1562 on 03/07/1995 in the Revenue Records of the said land for deleting the name of the said land owner i.e. Vendors and entering the names of the purchasers Shri. Rajendra Vinayachand Shah and Shri. Sudhir Vinaychand Shah of Mumbai (Present Vendors).

AND WHEREAS thereafter the Vendors had applied to the Collector, Dadra and Nagar Haveli, Silvassa for extension of N.A. use validity for the land of Survey No. 206/2, admeasuring 4000 Sq. mtrs. of Village Dadra of Dadra and Nagar Haveli. The Collector, Dadra and Nagar Haveli, Silvassa has examined the matter and granted the extension for N.A. use upto 09/03/1977 vide Order No. RD/LND/NA-281/7151/96 dated 24/12/1996 as per the terms and conditions contained therein.

Contd.....7/-

Bay

AND WHEREAS the Vendors had applied to the Administration of Dadra and Nagar Haveli, Silvassa for obtaining necessary permission to construct the factory shed building for the above said land of Survey No. 206/2, admeasuring 4000 Sq. Mtrs. of Village Dadra of Dadra and Nagar Haveli.

AND WHEREAS the Associate Town Planner, TCPD, of Dadra and Nagar Haveli, Silvassa has granted necessary permission to construct the factory shed building on the above said land vide Order No. TPS/CP/FB/Dadra/206/2/97/311 dated 01/04/1997 as per the terms and the conditions contained in the said order.

AND WHEREAS the Purchaser has desired to purchase the above said non-agricultural land for their industrial purpose from the Vendors, more particularly described in the schedule hereunder written with all right, title and interest of the said property including all NOC/consents, licenses and permissions connected with the said land.

AND WHEREAS the Vendors have declared to the Purchaser that the Vendors are absolute owners and possessors of the said land and no one except the Vendors have any rights, title or interest of any nature whatsoever in the said land and the title of the said land is clear, marketable and free from all encumbrances and reasonable doubts whatsoever.

Contd.....8/-

Bay  
Sunder

AND WHEREAS the Vendors have agreed to convey, sell and transfer to the Purchaser the said non-agricultural land admeasuring 4000 Sq.Mtrs. of Survey No. 206/2 of Village Dadra of Union Territory of Dadra and Nagar Haveli more particularly described in the Schedule hereunder written with all permanent rights to use the adequate accessibility, connected with the above said land and with all right, title and interest of the above said property situated at Village Dadra of the Union Territory of Dadra and Nagar Haveli more particularly described in the schedule hereunder written with the permission of construction of factory shed building/approved building plan duly approved by the competent authority vide Order No. TPS/CP/FB/Dadra/206/2/97/311 dated 01/04/1997 and other N.O.C., Licence and Permission connected with the above said land at a total price consideration of Rs. 12,00,000/= (Rupees Twelve Lacs Only) i.e. at the rate of Rs. 300/= per Sq. Meter.

AND WHEREAS the Purchaser has on or before the execution of this Sale Deed presented the Cheques to the Vendors for the total price consideration of Rs.12,00,000/= (Rupees Twelve Lacs Only) being the full and final price consideration amount of the said land, more particularly described in the receipt hereunder written.

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Day  
Shinde



AND WHEREAS the Purchaser has called upon the Vendors to execute this conveyance against receipt of the above said Cheques of Rs. 12,00,000/= (Rupees Twelve Lacs Only) being the full purchaser price which the Vendors had agreed to do.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the above said Cheques of Rs. 12,00,000/= (Rupees Twelve Lacs Only) received by the Vendors from the Purchaser on the execution of these presents the Vendors do hereby admit and acknowledge the receipt thereof more particularly written in the receipt hereunder written and does hereby acquit, release & forever discharge the Purchaser that the Vendors does hereby grant, convey, assign, release, transfer and assure unto the Purchaser forever, absolutely and assure unto the Purchaser forever absolutely and assured unto the Purchaser all the right, title and interest, claim, possession and demands of the Vendors in the said piece and parcel of the land 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 of the said land, including the consents, orders and permissions together with all the advantages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appurtenant thereto or with

Contd.....10/-

*[Handwritten signature]*  
S. Mohan

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 Vendors 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 or panchayat and other authorities in respect thereof and the Vendors do hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors 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 Vendors now have in themselves 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,

Contd.....11/-

*Don*  
*Sunder*

released, transferred and assured or expressed to be for their 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 Vendors 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 Vendors 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 Vendors and all other persons lawfully or equitably claiming any, estate, right, title, interest, at law or in equity in the said land, 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 do and execute or cause to be done and executed all such further and other lawful lawful and reasonable acts, deeds, matters, things and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring the said land hereby granted unto and to the use of the Purchaser in the manner aforesaid shall or may be reasonably required and the Vendors doth hereby covenant with the Purchaser that the Vendors have not done, omitted or knowingly or willingly

Contd.....12/-

*Sharma*



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 incumbered or prejudicially affected in estate, right or otherwise howsoever and the Vendors shall or will from time to time and at all times hereafter at the request and costs of the purchaser do and 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 said premises and every part thereof hereby granted unto and to the use of the purchaser in the manner aforesaid shall or may be reasonably required by the purchaser or its counsels at law.

The Vendors covenant with the Purchaser that the Vendors have sold the above said land for non-agricultural purpose i.e. Industrial Purpose to the Purchaser with all rights, title and interest of the said premises including the construction permission and other N.O.C., Local clearance received from the D.I.C. Office, Sale Tax and C.S.T. Registration and all approval received by the Vendors on their name or on the name of Vinay Synthetics i.e. their partnership firm. The Vendors have handed over the possession

Contd.....13/-

*Sunder*

of the said premises with all title, rights and interest to the Purchaser and the Vendors have not received any notice for acquisition or for any reason in respect of the said premises and no proceedings are pending in any Court or offices and the Purchaser shall be entitled to get its name entered in the records of the government and panchayat maintained for this premises by producing this Sale Deed.

The Vendors do hereby agree to give signatures, statements wherever and whenever require for clearance of the title of the property and for transferring the N.O.C., Licence and permission in favour of the Purchaser and for the above said premises and now onwards the Purchaser shall be entitled to use its name on and for this premises.

The proper stamp duty of Rs. 12,000/= has been used for the Registration Purpose as per the valuation fixed by the Mamlatdar, Dadra and Nagar Haveli, Silvassa.

SCHEDULE OF PROPERTY :-

All that piece or parcel of the non-agricultural land (for industrial purpose) admeasuring 0 Hect. 40 Acre. i.e. 4000 Sq.Mtrs. of Survey No. 206 Hissa-2 situated at Village Dadra in the Union Territory of Dadra and Nagar Haveli with all rights to use adequate accessibility of the said land.

The boundaries of the above said land is as under :-

On or towards the North :	The land of S.No. 206/19 of Village Dadra.
On or towards the South :	Land of S. No. 206/1/10 of Village Dadra.
On or towards the East :	The land of S. No. 206/1/10 of Village Dadra.
On or towards the West :	The land of S. No. 206/1/10 of Village Dadra.

*Signature*

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED AND DELIVERED by  
the within named 'VENDORS'

(1) RAJENDRA VINAYCHAND  
SHAH (2) SUDHIR VINAYCHAND  
SHAH

In the presence of.....

1. Pankaj G. Shah  
2. Singhesh M. Shah

Rajendra V. Shah  
( RAJENDRA VINAYACHAND SHAH )

Sudhir V. Shah  
( SUDHIR VINAYCHAND SHAH )  
" VENDORS "

SIGNED AND DELIVERED by the  
within named 'PURCHASER'

SRV POLYTEX PRIVATE LIMITED

through its Director SHRI

SUDHIR V. SHAH

In the presence of.....

1. Pankaj G. Shah  
2. Singhesh M. Shah

Sudhir V. Shah  
( SUDHIR V. SHAH )  
Director of  
SRV POLYTEX PRIVATE LIMITED  
" PURCHASER "