

393



Affixed Spl. Adha.  
Stamp Worth.

Rs. 26000/-

Date 19 JUN 1996



Sub-Treasury Officer  
Dadra & Nagar Haveli,  
Silvassa.

S. T. O.

The document kept pending for  
want of Income Tax Clearance  
certificate under section 230  
A(1) of income Tax Act 1961

*[Signature]*

Sub-Registrar  
DADRA & NAGAR HAVELI  
SILVASSA

24 JUN 1996

**" SALE DEED "**

THIS SALE DEED is made and entered into at Village Silvassa  
of the Union Territory of Dadra and Nagar Haveli on this 21<sup>st</sup>  
day of June, 1996, between BHARATBHAI BHAVABHAI JADAV, Aged

Contd.....2/-

*[Signature]* B.B. *[Signature]*

*A. Per J. D. D. D.*  
*Milkawal-502*

about 38 Years, Caste-Hindu, Occupation Agriculture and Business, Residing at Village Kharadpada of the Union Territory of Dadra and Nagar Haveli, hereinafter called as the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators successors and assignees) of the ONE PART.

AND MILKAMAL CRATES & BINS, a Partnership concern having its Registered Office at 5, Rewa Chambers, 1st Floor, New Marine Lines, Mumbai-400 020, hereinafter called as the "PURCHASER" (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 OTHER PART.

WHEREAS the Vendor had purchased the following land situated at Village Kharadpada of the Union Territory of Dadra and Nagar Haveli from the following land owners as per the permission granted by the Collector of Dadra and Nagar Haveli, Silvassa for sale and non-agricultural purpose i.e. for Industrial Purpose vide Order No. RD/LND/Sale/NA/271/3203/94 DATED 28/06/1994 and Sale Deeds thereof were made between the parties according to the law. The copy of the said order dated 28/06/1994 is annexed as ANNEXURE 'A' hereto respectively.

Contd.....3/-

*[Handwritten Signature]* *[Circular Stamp]*



~~~~~		
Sr. No.	Name of the Land Owners	Survey No.
		Area Hect. Are
~~~~~		
1.	Shri. Bhagwansinh A. Chauhan	394/3/P 0 - 22
2.	Shri. Gangaben Rambhai	397/2 0 - 61
3.	Shri. Bavabhai D. Bhandari	393 0 - 52
4.	Shri. Hirabhai Dahyabhai	395 0 - 62
5.	Shri. Dhanabhai Gopal	397/1 0 - 63
		Total..... 2 - 60
		=====
~~~~~		

AND WHEREAS the Collector, Dadra and Nagar Haveli, Silvassa has also granted Sanad for the above said non-agricultural i.e. for Industrial Purpose land by the Collector of Dadra and Nagar Haveli, Silvassa under Rule 50 of Dadra and Nagar Haveli Land Revenue Administration Regulation, 1971 on 16/11/1994. The copy of the said Sanad dated 16/11/1994 is annexed as ANNEXURE 'B' hereto respectively.

AND WHEREAS the Vendor became absolute owner and possessor of the above said non-agricultural land situated at Village Kharadpada of the Union Territory of Dadra and Nagar Haveli for the Industrial Purpose.

AND WHEREAS the Collector of Dadra and Nagar Haveli, Silvassa had extended the NA validity period upto 28/06/1996

Contd.....4/-

*[Handwritten signature]* B.G. *[Handwritten mark]*

to the said land owner for the above said land vide Order No. RD/LND/NA-Extn./506/96 dated 25/01/1996. The copy of the said order dated 25/01/1996 is annexed as ANNEXURE 'C' hereto respectively.

AND WHEREAS the Survey and Settlement Officer of Dadra and Nagar Haveli, Silvassa has issued the order for the distinct Survey Numbers and amalgamation of the above said total non-agricultural Industrial Purpose land admeasuring 2 Hect. 60 Are in one New Survey No. 393 of Village Kharadpada of the Union Territory of Dadra and Nagar Haveli vide Order No. SRV/SUB-DN/AMLBTN/393/Kharadpada dated 31/05/1996. The copy of the said order dated 25/01/1996 is annexed as ANNEXURE 'D' hereto respectively.

AND WHEREAS the above said land Vendor/land owner became absolute owner and possessor of the non-agricultural land admeasuring 2 Hect. 60 Are (26000 Sq. Mtrs.) of Survey No. 393 situated at Village Kharadpada of the Union Territory of Dadra and Nagar Haveli, Silvassa.

AND WHEREAS the Purchaser has desired to purchase the above said non-agricultural land for Industrial Purpose bearing Survey No. 393 admeasuring 2 Hect. 60 Are (26000 Sq. Mtrs. situated at Village Kharadpada in the Union Territory of Dadra and Nagar Haveli and more particularly described in

Contd.....5/-

*Handwritten signature and initials*



the schedule hereunder written from the Vendor with all title, right and interest.

AND WHEREAS the Vendor has declared to the Purchaser that the Vendor is the absolute owner and possessor of the above said premises and no one except the Vendor has any right, title, interest or claim of any nature whatsoever in the said premises and the title of the said premises is clear, marketable and free from all encumbrances whatsoever.

AND WHEREAS the Vendor has agreed to convey and transfer to the Purchaser the said ~~non-agricultural~~ Industrial land bearing Survey No. 393 admeasuring 2 Hect. 60 Acre (26000 Sq. Mtrs.) situated at Village Kharadpada in the Union Territory of Dadra and Nagar Haveli with all title, rights and interest of the said land at the total price consideration of Rs. 26,00,000/= (Rupees Twenty Six Lacs Only).

AND WHEREAS the Purchaser on or before execution hereto paid to the Vendor the sum of Rs. 26,00,000/= (Rupees Twenty Six Lacs Only) being the full and final price consideration of the said 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 sum of Rs. 26,00,000/= (Rupees Twenty Six Lacs Only), more

Contd.....6/-



particularly described in the 'RECEIPT' hereunder written, 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 amount of Rs. 26,00,000/= (Rupees Twenty Six Lacs Only) received by the Vendor from the Purchaser on or before the execution of these presents the Vendor does hereby admit and acknowledge the receipt thereof more particularly written in the receipt hereunder written and does hereby acquit, release and forever discharge the Purchaser that the Vendor 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 Vendor 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 the same or any part thereof now or at any time hereafter usually held, used, occupied

Contd.....7/-

*[Handwritten signature]*



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 or panchayat and other authorities in respect thereof and the Vendor does 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 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, released, transferred and assured or expressed to be for their own use without any suit, lawful eviction,

Contd.....8/-

*[Handwritten signature]*

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 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 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 premises in the manner aforesaid or whereby the same or any part thereof

Contd.....9/-

*[Handwritten signature]* BB *[Handwritten mark]*



are, is can or may be charged incumbered 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 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 Vendor covenant with the Purchaser that the Vendor has 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 and the Vendor has handed over the possession of the said premises with all title, rights and interest to the Purchaser and the Vendor has 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.

Contd.....10/-

*[Handwritten signature]* 55. *[Handwritten mark]*

The Vendor does 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 proper stamp duty of Rs. 26,000/= has been used for the Registration Purpose as per the valuation fixed by the Mamlatdar, Dadra and Nagar Haveli, Silvassa.

SCHEDULE ABOVE REFERRED TO :  
~~~~~

All that piece and parcel of non-agricultural land bearing Survey No. 393 admeasuring 2 Hect. 60 Are (26000 Sq. Mtrs.) situated at Village Kharadpada of the Union Territory of Dadra and Nagar Haveli.

Copy of the map of the above said premises/land is annexed as ANNEXURE 'E' hereto respectively.

ANNEXURE 'A' :-

Copy of the Order No. RD/LND/Sale/NA/271/3203/94 DATED 28/06/1994 for non-agricultural permission issued by the Collector, Dadra and Nagar Haveli, Silvassa.

ANNEXURE 'B' :-

Copy of the Sanad dated 16/11/1994.

ANNEXURE 'C' :-

Copy of Order No. RD/LND/NA-Extn./506/96 dated 25/01/1996 issued by the Collector, Dadra and Nagar Haveli, Silvassa.

Contd.....11/-

*bb. D.*



ANNEXURE 'D' :-

Copy of Order No. SRV/SUB-DN/AMLSTN/393/Kharadpada dated 31/05/1996 issued by the Survey and Settlement Officer of Dadra and Nagar Haveli, Silvassa.

ANNEXURE 'E' :-

Copy of the Map of the Land.

This Sale Deed is read over and explained to the Vendor and the Purchaser in their vernacular and after fully understanding the same in their vernacular they have put and subscribed their signatures on this Sale Deed without any threat or pressure.

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 " VENDOR "

BHARATBHAI BAVABHAI JADHAV

In the presence of .....

1... *V.V. Parekh* .....

2... *B.C. Rathod* .....

*B.B.*  
(BHARATBHAI BAVABHAI JADHAV)  
" VENDOR "  
\*\*\*\*\*

SIGNED AND DELIVERED by the

within named " PURCHASER "

NILKAMAL CRATES & BINS

through its Partner

SHRI. NAYAN SHARABHAI PAREKH

In the presence of .....

1... *V.V. Parekh* .....

2... *B.C. Rathod* .....

*Nayan Sharadbhai Parekh*  
(NAYAN SHARADBHAI PAREKH)  
Partner of  
NILKAMAL CRATES & BINS  
" PURCHASER "  
\*\*\*\*\*

Contd.....12/-

**" RECEIPT "**  
~~~~~

**RECEIVED** sum of Rs. 26,00,000/= (Rupees Twenty Six Lacs Only) being the full and final price consideration amount from the within named "**PURCHASER**". The details thereof are as under :-

S.NO.	DEMAND DRAFT NO.	DATE	NAME OF BANK	AMOUNT RS.
①		20/12/94	S.B.I. Bhilad	5,00,000/-
②	716943	18/06/96	"	18,00,000/-
③	115706	19/06/96	"	1,00,000/-
④	115707	19/06/96	"	1,00,000/-
⑤	115708	19/06/96	"	1,00,000/-

**I SAY RECEIVED.**  
~~~~~

*[Signature]*  
(BHARATBHAI BAVABHAI JADHAV)  
" VENDOR "  
\*\*\*\*\*

UNION TERRITORY OF  
DADRA AND NAGAR HAVELI,  
S I L V A S S A.

DATE : 21/06/1996.

**WITNESSES :-**  
~~~~~

1. *V.V. Parolake*  
2. *B. C. Bhat*



Dr. No. 681/96  
Presented at the office of the  
Sub-Registrar of Dadra and  
Nagar Haveli, Silvassa between  
the hours of 16.30 to 16.55  
29 JUN 1996

*[Signature]*  
*[Signature]*

*[Signature]*  
Sub-Registrar  
DADRA & NAGAR HAVELI  
SILVASSA

Shri/M/s. Bharatbhai  
Bharatbhai Jadhav  
through his Director  
Shri Self

Executing party, 32 years Occupation Farmer  
Business/Service, Khurad Padi

Shri/M/s. Milkamal  
Crates & Bins  
Nayan Saradabhai  
Parelay  
Executing party, 24  
Business/Service, JVPD  
Schemu Mulim Yerogay

The Executants *[Signature]* LB.

Fees received as follows Rupees

Registration fees 6510  
4010

Copying fees

u/s follows 12200

Endorsement fees 1200

Comparing fees 1200

Fitting fees 15200

Posting charges

Total

6539200

*[Signature]*  
Sub-Registrar  
DADRA & NAGAR HAVELI  
SILVASSA

Shri K. C. Patel  
age about 32 Years, occupation  
Service residing at

and known to the Sub-Registrar  
state that he personally known  
the above executor (s) and  
identify him/them.

Ratna

Hash

SUB-REGISTRAR  
DADRA & NAGAR HAVELI  
DILVASSA

21 JUN 1996

TRUE COPY

Hash

SUB-REGISTRAR  
DADRA & NAGAR HAVELI  
DILVASSA

24 JUN 1996