



Presented at the office of the Sub-Registrar of Dadra & Nagar on 1614199

OV. R. Kathre

Stamp worth of Ps Rs 600000 Date . 1.6 A

Suh-Treasury Offices Dau a and Nagar Havell Silvassa

	Rs.	Pa.
Received fees for		
	15	010/
Registration		15
Copying endorsements.		85
Filing Fees.		37-
Postage.	*>******	91

Total .... [ SV40 ]

For: Nilkamal Plastics Limited APR 1999

Dadra and Magar Havoll Silyassa

Silvassa

SALE DEED "Dadra and Nagar Havell

THIS SALE DEED made and entered Village Silvassa Union Territory of Dadra and Nagar Haveli on this 16th day April, 1999, between VIJAYSINH RAMSINH RATHOD, Aged Years, Caste - Hindu, Occupation - Agricultural and Business, Residing at village Naroli of the Union

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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, executers, administrators, successors and assigns) of the ONE PART.

AND NILKAMAL PLASTICS LIMTED, A Limited Company duly incorporated under the Indian Companies Act 1956, having its registered office at Sinner Taluk Industrial Co-Op. Estate, Plot No. 971-1, A, Sinner - Shirdi Road, Sinner, District - Nasik [Maharastra State] 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 successors and assigns) of the OTHER PART,

WHEREAS one Shri Nanubhai Gev Wadia was absolute owner and possessor of the agricultural land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated village Vasona of Dadra and Nagar Haveli.

AND WHEREAS the above said land owner Shri Nanubhai Gev Wadia had applied to the Administration of Dadra and Nagar Haveli, Silvassa for N.A. permission for industrial purpose in respect of the land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of Dadra and Nagar Haveli.

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For: Nilkamal Plastics Limited.

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AND WHEREAS the Collector, Dadra and Nagar Haveli, Silvassa by his order No.1-1(132)/RD/LND/SALE-NA/96/5700/96 dated 7/10/1996 rejected the application for N.A. permission in respect of the above said land.

AND WHEREAS being aggrieved and dissatisfied by the above said impugned order Shri Nanubhai Dev Wadia Dapada had preferred an appeal No.149/96 before Administrator, Dadra and Nagar Haveli, Silvassa. The Administrator, Dadra and Nagar Haveli after hearing the parties had allowed the appeal and granted N.A. permission for industrial purpose in respect of the above said land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of Dadra and Nagar Haveli by his judgment and order dated 19/3/1997.

AND WHERAS the Collector, Dadra and Nagar Haveli, Silvassa as per the judgment and order dated 19/3/1997 passed by the Administrator, Dadra and Nagar Haveli issued the order No.1-1(132)/RD/SALE-NA/2016/97 dated 17/4/1997 granting the non-agricultural permission for industrial purpose in respect of the land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of the Union Territory of Dadra and Nagar Haveli. Accordingly the Patel Talati of Dadra had de necessar entry No.918 on 20/5/1997 in the reverecord of the above said land showing that the

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above said land as non-agricultural land for industrial purpose.

AND WHEREAS the said Shri Nanubhai Gev Wadia of village Dapada had sold the non-agricultural land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated village Vasona of Dadra and Nagar Haveli for industripurpose to the present vendor Shri Vijaysinh Ramsinh Rathod of village Naroli of Dadra and Nagar Haveli for a total consideration of Rs.15,00,101/- and sale deed thereof was executed between the parties on 23/10/1997 and presented in the office of the Sub-Registrar, Silvassa for registration purpose at serial No.1490/97 on 24/10/1997 and accordingly the name the said Nanubhai Gev Wadia was deleted and the name of the said Shri Vijaysinh Ramsinh Rathod was entered in the revenue records of the said land by the Patel Talati of Dapada vide entry No.922 on 24/10/1997. accordingly the said purchaser i.e. present vendor Shri Vijaysinh Ramsinh Rathod of Naroli became the absolute owner and possessor of the non-agricultural bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of the Union Territory of Dadra and Nagar Haveli with all rights, title and interest connected with the said land.

AND WHEREAS the vendor had applied to the Administration of Dadra and Nagar Haveli, Silvassa for extension

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of validity period of N.A. use permission for the land of survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of the Union Territory of Dadra and Nagar Haveli and the Collector of Dadra and Nagar Haveli, Silvassa had considered the request of the vendor and extended the period of One year up to 16/04/1999 for extension of validity period of N.A. use permission for the above said land.

AND WHEREAS the time limit of the N. A. commencement for the Non-agricultural use for the land is declared for the period of five year with effect from the date ofinitial order for the N. A. permission granted by the Administration of Dadra and Nagar Haveli by amending and Rule 47(C) of the Dadra and Nagar Haveli Land Revenue Administration Regulation 1971 and thus the vendor is legally holding the above said valid N. A. land for the Industrial Purpose under the law.

AND WHEREAS the purchaser has desired to purchase the non-agricultural land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of the Union Territory of Dadra and Nagar Haveli for industrial purpose with all rights, title and interest connected with the said land, from the Vendor.

AND WHEREAS the Purchaser has inspected the above said land prior to various developments were carried out therein and has also inspected the same after the said

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development has been carried out by the Vendor in

AND WHEREAS the Purchaser has satisfied it self that the said land is fully developed and has also a agreed that the Vendor has spant around Rs. 40,06,000/= (Rupees Forty Lacs Six Thousand Only) towards the development of the said land by way of cutting, filling, levelling and providing approach road to the said land by the Vendor at his behest.

AND WHEREAS the Purchaser has desired and agreed to purchase the said develop land at the current market value at the rate of Rs. 200/= Per Sq. Mtrs. including the above development charges. The total sale consideration of the said land is fixed at Rs. 60,00,000/= (Rupees Sixty Lacs Only) for the 30000 Sq. Mtrs. land of Survey No. 354/2 and 354/3 of Vasona Village in Silvassa of the Union Territory of Dadra and Nagar Haveli.

AND WHEREAS the Vendor has agreed to convey, sell and transfer to the Purchaser the said land non-agricultural land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of the Union Territory of Dadra and Nagar Haveli for industrial purpose, more particularly described in the Schedule hereunder written with all right, title and interest of the above said land at total price consideration of

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Rs.60,00,000/- (Rupees Sixty Lacs only) i.e. Rs.200/per sq.mtr.

AND WHEREAS the Vendor has declared to the Purchaser that the Vendor is absolute owner and possessor of the above said non-agricultural land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of the Union Territory of Dadra and Nagar Haveli for industrial purpose with all rights, title and interest connected with the said land and no one except the Vendor has any rights, title, claims or interest of any nature whatsoever on the said land and the title of the said land is clear, marketable and free from all encumbrances and reasonable doubts whatsoever.

AND WHEREAS the Purchaser on or before execution hereto presented the cheque/Demand Draft/pay order for total sum of Rs.60,00,000/- (Rupees Sixty Lacs only) being the full and final price consideration of the said land more particularly described in the 'RE-CEIPT' hereunder written.

AND WHEREAS the Purchaser has called upon the Vendor to execute the conveyance against the receipt of the above cheque/Demand Draft/pay order for total sum of Rs.60,00,000/- (Rupees Sixty Lacs only) more particularly described in the 'RECEIPT' hereunder written, being the full and final price consideration, which the Vendor has agreed to do.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the above said Draft/pay order for total sum cheque/Demand of Rs.60,00,000/- (Rupees Sixty Lacs only) received by the Vendor from the Purchaser on the execution of these presents the Vendor does hereby admit 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 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 title, right and interest of the said land, cluding all the consents, orders and permissions connected with the above said land/premises 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 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

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to have and hold all the singular the said premises hereby granted, released, conveyed and assured intended or expressed so to be unto and to the use the Purchaser forever absolutely subject to the payment of all rates, taxes, assessments, dues, 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 contrary the Vendor now has in itself good rights, full powers and absolute authorities to grant, lease, 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 Purchaser from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and the premises 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

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and encumbrances whatsoever either already or to be hereafter made, executed, occasioned or suffered 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 a11 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 land hereby granted unto and to the use of the Purchaser in the manner aforesaid shall or may be reasonably required and the Vendor hereby covenant with the Purchaser that the Vendor has not done, omitted or knowingly or willingly suffered being party or privy to any act, deed or thing whereby they were prevented from granting and conveysaid 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 and the Vendor shall or will from time to time and at all hereafter at the requests 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

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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 has sold the above said non-agricultural land for industrial purpose to the Purchaser with a11 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 said premises and no proceedings are pending in any Court or offices and the Purchaser shall be to get its name entered in the records of the government and Panchayat maintained for this premises producing this Sale Deed.

The Vendor has given up all the rights, title and interest of the said premises in favour of the Purchaser and the Purchaser became the absolute owner and possessor of the said premises from today.

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

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onwards the Purchaser shall be entitled to use its name on and for the said premises.

The proper stamp duty of Rs.60,000/- have been used for the Registration Purpose.

## SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of the non-agricultural land bearing survey No. 354/2 admeasuring 18000 sq.mtrs. and survey No. 354/3 admeasuring 12000 sq.mtrs. situated at village Vasona of the Union Territory of Dadra and Nagar Haveli for industrial purpose with all rights, title and interest connected with the said Premises.

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 their respective hands without any threat or pressure.

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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" SHRI VIJAYSINH RAMSINH ] [ VIJAYSINH R. RATHOD ] RATHOD in the presence of .

**VENDOR** 

SIGNED AND DELIVERED by the ] within named 'PURCHASER'] NILKAMAL PLASTICS LIMITED ] (VAMANRAI VRAJLAL PAREKH) through its Chairman SHRI. VAMANRAI VRAJLAL PAREKH in the presence of ...... 1. K. C. Pater (Kate)

CHAIRMAN OF

INILKAMAL PLASTICS LIMITED **PURCHASER** 

## "RECEIPT"

RECEIVED the Demand Draft for total sum of Rs. 60,00,000/- (Rupees Sixty Lacs only) being the full and final price consideration from the within named Purchaser. The details thereof are as under:-

Sr. Demand Dra No. No. 1. 286903

r. Demand Draft Date Name of Bank Amount Rs.

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60,00,000/-

Commercial Bravel Mumbol

60,00,000/-

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VIJAYSINH RAMSINH RATHOD VENDOR

Date: 16/04/1999.

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WITNESSES :-

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SILVASSA Dadra and Magar Havell Sub-Registiat,

Identify him/them.

M. Smothic the above executant(s) and states that he personally knows and known a to the Sub Registra aged about Jeans Tolohuschouls
residing at my and my hours Shri\_ K. C. Yahel tool de al