

Name of Purchaser FAIRPLAY PROPERTIES PVT. LTD.
For Indusind Bank Ltd.

[Signature]
Authorised Signatory
Noel Var
R-712

Serial No. A910/2008

Presented at the Office of Sub-Registrar of Salcete

between the hours of 12.45 and 9.30 am

on 25/9/2008

For Fairplay Properties Pvt. Ltd.

[Signature]
Director.

Received fees for Rs. 1094600.00

Registration 1094600.00

Copying 9000

Copy of Enclosures 1000

Postage 1000

Total 1094700.00



[Signature]
SUB-REGISTRAR
SALCETE

[Signature]
SUB-REGISTRAR
SALCETE

DEED OF SALE

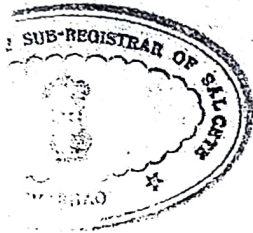
This Deed of Sale is executed on this 25th day of September
of the year Two Thousand and Eight (25/09/2008):

[Signature]

[Signature]

BETWEEN

1. M/S ESSEL PROPACK LIMITED, a public limited company duly incorporated under the Indian Companies Act 1956, bearing Permanent Account No. and having its registered address at P.O. Vasind, Taluka Shahapur, District Thane, Maharashtra 421604 represented herein this act through their duly constituted Power of Attorney holder, Shri Rajendra Prasad Tyagi, aged 46 years, son of late Shri C. Tyagi, Vice-President – Essel Infra Projects Limited, 135, Continental Building, Dr. A.B. Road, Worli, Mumbai – 400 018, hereinafter referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors-in-interest, executors, administrators and/or assigns) of the FIRST PART;



AND

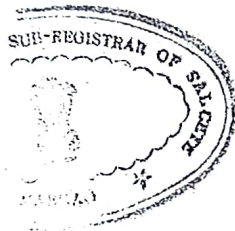
2. M/S. FAIRPLAY PROPERTIES PRIVATE LIMITED, a private limited company, duly incorporated under the Indian Companies Act 1956, bearing Permanent

[Signature]

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...3/-

Account No. _____ having its' registered address at 202, Shri Ram Industrial Estate, Pandey Compound, Near Saraswati Tower, Old Nagardas Cross Road, Andheri (East), Mumbai 400069, represented herein this act through its' Director Shri Mohender Garg, aged 45 years, son of Ram Swaroop Garg, resident of 1-C/1102, Whispering Palms, Lokhandwala Complex, Akurli Road, Kandivali (East), Mumbai 400101, hereinafter referred to as the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors-in-interest, executors, administrators and/or assigns) of the **SECOND PART**;



WHEREAS the **VENDORS**, M/s Essel Propack Limited was formerly known and registered as M/s Essel Packaging Limited and the name of the **VENDORS** Company was changed from M/s Essel Packaging Limited to M/s Essel Propack Limited by virtue of the registration of the new name with the Registrar of Companies under Registration No.11-28947 dated. 25/07/2001.

AND WHEREAS pursuant to Resolution passed by the Board of Directors of the **VENDORS** Company at its'

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...4/-

meeting held on 19/04/2007, it was resolved that the Board has approved and accorded for the sale of the land bearing Survey Nos 264/1 and 265/1 of Village Nuvern, Salcete - Goa and further resolved to give authority to Shri Ashok Kumar Goel, Vice-Chairman and Managing Director of the **VENDORS** to negotiate and finalize the sale price and further to delegate the authority in favour of an employee or any third person of the **VENDORS** company to present himself before the Sub-Registrar for registering the Sale Deed or any other related document.



AND WHEREAS pursuant to the aforesaid resolution, a Power of Attorney was executed on 12/09/2008 before the Notary Public D. S. Prabhu, Greater Mumbai and having registration No.327, whereby Shri Ashok Kumar Goel, Vice-Chairman and Managing Director of the **VENDORS** nominated, appointed and constituted Shri. Rajendra Prasad Tyagi to be true and lawful attorney of the **VENDORS** to execute this Deed on behalf of the **VENDORS**.

AND WHEREAS pursuant to Resolution passed by the Board of Directors of the **PURCHASERS** Company at its meeting held on 20/08/2008, it was resolved that the Board

[Signature]

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...5/-

has approved and accorded for the purchase of the land bearing Survey Nos 264/1 and 265/1 of Village Nuvem, Salcete - Goa and further resolved to give authority to Shri Mohender Garg, Director of the **PURCHASERS** to negotiate and finalize the purchase price and further to delegate the authority in favour of an employee or any third person of the company to present himself before the Sub-Registrar for registering the Sale Deed or any other related document.



AND WHEREAS there exists a landed property known as 'DOGRI' situated in the Village of Nuvem, within the area of Village Panchayat of Nuvem, Taluka and Sub-district of Salcete, District of South Goa, within the state of Goa, having Survey No.264/1 of Village Nuvem, totally admeasuring an area of 1,91,375 sq. mtrs. hereinafter called the "ENTIRE PROPERTY", which property is more particularly described in **SCHEDULE-I** hereunder written.

AND WHEREAS the **ENTIRE PROPERTY** was granted in emphyteusis of the Comunidade of Margao to late Minguel Rodrigues, and upon his death and the death of his mother Luisa Rodrigues, inventory proceedings were instituted in the Court of Judicial Division of Salcete on 08/06/1931 in the Third Office, by Sebastiana Rodrigues, widow of Santan

Colaco.

[Signature]

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...6/-

AND WHEREAS in the said inventory proceedings, the head of the family declared that said Luisa, widow of Inacio, died intestate in Nuvem, leaving behind as her sole and universal heirs, her two children, namely said Minguel Rodrigues married in first nuptials to one Conceissao Curumbina, who died leaving behind as half-sharer the said widower, Minguel Rodrigues and as her heirs, her two children, namely, Agostinho Rodrigues alias Francisco Rodrigues married to Anunciacao Curumbina and one daughter by name Ana Joaquim Rodrigues, married to Louis Curumbi, both since deceased and leaving behind as their heir, their only daughter, the declarant in the said inventory proceedings, Sebastina Rodrigues.



AND WHEREAS said Agostinho Rodrigues alias Francisco Rodrigues died leaving behind his widow and moiety holder, said Anunciacao Curumbina and as his heirs the following children viz. Antonia Rodrigues married to Jose Curumbin, Christina Rodrigues, Caitano Rodrigues, Ana Maria Rodrigues and Silvester alias Celestino Rodrigues.

AND WHEREAS in the second nuptial, said Minguel Rodrigues was married to Natalia Curumbina, who

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subsequently died. However, in the said inventory proceedings, the **ENTIRE PROPERTY** was not allotted to the heirs by the second marriage and in the said inventory proceedings which took place upon the death of the said Minguel Rodrigues, the **ENTIRE PROPERTY** which was listed in item no.5 was allotted to said Anunciacao Curumbina, who subsequently died leaving behind her only and universal heirs, her following children, namely Antonia Rodrigues, Christina Rodrigues, Caitano Rodrigues, Ana Maria Rodrigues and Silvester alias Celestino Rodrigues who became absolutely entitled to the **ENTIRE PROPERTY**.

AND WHEREAS Carlato Rodrigues alias Carlato Colaco, Minguel Agostinho Rodrigues and his wife, Conceicao Rodrigues, Ritinha Rodrigues, Antonetta D'Silva and her husband Mr. Conceien Alex D'Silva alias Conceissao Alex D'Souza are the heirs of Late Caitano Rodrigues, Jose Miranda, husband of Late Christina Rodrigues, Joao Miranda and his wife Lourence Barbosa alias Lourenco Miranda, Louis Miranda and his wife, Martinha Rodrigues alias Martinha Miranda, Joaquim Miranda and his wife, Edna Rodrigues alias Edna Miranda, Piedade Francisco Miranda and his wife, Joanita Rodrigues alias Joanita Miranda; and

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...8/-

Milagres Miranda are the heirs of late Christina Rodrigues. Francisco Barreto and his wife Paulina Rodrigues alias Paulina Barreto, Conceissao Barreto alias Consicaio Barreto and his wife Quelteria Dias alias Quelteria Barreto, Santan Barreto and his wife Paulina Quadros alias Paulina Barreto, Antonio Barreto and his wife, Caetaninha Fernandes alias Caitani Fernandes alias Caitani Barreto, Angelina Barreto and her husband, Roque Quadros and Mariana Barreto are the heirs of Ana Maria Rodrigues and Late Caitano Barreto. Remedios Quadros and his wife Antonetha Dias, Domingos Quadros and his wife, Joaquinha Quadros, Bela Quadros and her husband, Joao Xavier Rodrigues, Esperanca Quadros alias Esperanca Rodrigues and her husband Camilo Quadros are the heirs of Jose Quadros and his widow Antonia Rodrigues, and thus the afore referred parties were the only persons entitled and absolute owners to the ENTIRE PROPERTY who are hereinafter referred to as the AFORESAID PARTIES.



AND WHEREAS the AFORESAID PARTIES had entered into an Agreement dated 7th September 1989 to sell the ENTIRE PROPERTY to Mr. Nazario Sebastiao Pinto, who alongwith the AFORESAID PARTIES have sold to the

[Signature] ... 9/-

VENDORS, the portion admeasuring 1,82,424 sq. mtrs. of the **ENTIRE PROPERTY**, which is more clearly described in **SCHEDULE-II** hereunder written and is hereinafter called as the '**SAID PROPERTY**', and which is delineated in the red colour in the plan annexed hereto which shall form an integral part and parcel of this Deed.



AND WHEREAS the **AFORESAID PARTIES** being the then absolute owners, along with Mr. Nazario Pinto as the confirming party had sold the **SAID PROPERTY** to the **VENDORS**, by a Deed of Sale executed in July 1995, presented for Registration before the Sub-Registrar of Salcete on 01/08/1995 and registered under Registration No.1788 at Pages 201 to 509 in Book No.1, Vol. No.522 dated 11/09/1995.

AND WHEREAS the **PURCHASERS** has inspected all the documents of title of the **SAID PROPERTY** and is satisfied with the right and title of the **VENDORS**.

AND WHEREAS the **PURCHASERS** herein have approached the **VENDORS** for sale of the **SAID PROPERTY** which is more clearly shown in **SCHEDULE II** free from

AA

Rmsh ...10/-

demands, charges leins and/or encumbrances of any nature whatsoever which the **VENDORS** have agreed to for a total consideration price of Rs.2,85,85,840/- (Rupees Two crores eighty five lakhs eighty five thousand eight hundred forty only).

AND WHEREAS the **VENDORS** have agreed to sell and the **PURCHASERS** have agreed to purchase the **SAID** **PROPERTY** upon the terms and conditions hereinafter appearing.



NOW THIS DEED WITNESSETH AS UNDER

1. In total consideration of a sum of Rs.2,85,85,840/- (Rupees Two crores eighty five lakhs eighty five thousand eight hundred forty only), paid by the **PURCHASERS** to the **VENDORS** as under:

- a) Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lacs only) vide cheque no.006052 dated 19/09/2008 of ICICI Bank, Mahalaxmi branch, Mumbai in favour of "M/S ESSEL PROPACK

LIMITED"

... 11/-

- b) Rs. 35,85,840/- (Rupees Thirty five lacs eighty five thousand eight hundred forty only) by way of cheque No.006054 dated 25/09/2008 of ICICI Bank, Mahalaxmi branch, Mumbai in favour of "M/S ESSEL PROPACK LIMITED"

the payments and receipt of which sum being the complete value of the **SAID PROPERTY** hereby sold, the **VENDORS** hereby admit and acknowledge and the **VENDORS** as owner do hereby convey and transfer by way of sale unto the **PURCHASERS** all the rights, titles, share and interest in the **SAID PROPERTY** which is more clearly shown and described in **SCHEDULE II** hereinbelow and delineated and marked in red on the plan annexed to this deed, which plan shall form an integral part of this deed for all legal intents together with all the rights of, compounds, watercourses, walls, and appurtenances whatsoever to the **SAID PROPERTY** belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto absolutely and free from all encumbrances, **TO HAVE, TO HOLD, TO OWN, TO POSSESS and TO ENJOY** the same forever unto the **PURCHASERS**.

2. The **PURCHASERS** has been handed over today the vacant possession of the **SAID PROPERTY** and at all times hereafter shall peaceably and quietly possess and enjoy the **SAID PROPERTY** and every part thereof without any lawful eviction, interruption, claims and demands whatsoever from or by the **VENDORS** or any person or persons lawfully or equitably claiming from, or in trust from the **VENDORS** or from any of their predecessors in title.

3. The **VENDORS** covenants with the **PURCHASERS**:

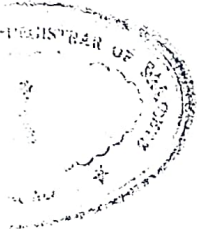
- a. That the **VENDORS** have in themselves good rights, power and absolute authority to grant, sell, assign, convey and assure the **SAID PROPERTY** described in **SCHEDULE II** herein under in favour of the **PURCHASERS**.
- b. That the **VENDORS** shall indemnify and keep the **PURCHASERS** indemnified at all times towards all claims arising from any third party as against the **SAID PROPERTY**.



[Signature]

[Signature]

- c. That the **PURCHASERS** shall henceforth be the sole owner in possession of the **SAID PROPERTY** to the exclusion of all others.
- d. That the **PURCHASERS** enjoyment of the **SAID PROPERTY** shall henceforth not be disturbed, meddled with or interfered with by the **VENDORS** or any other party claiming through or on behalf of the **VENDORS**.
- e. That the **VENDORS** have received full and final consideration towards sale of the **SAID PROPERTY** to the **PURCHASERS** and admit that they have no further claims.
- f. That the **VENDORS** has paid all dues, taxes, charges, etc to the relevant authorities or persons pertaining to the **SAID PROPERTY** up to the date of execution of this document.



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LMG

...14/-

9. That the PURCHASERS shall deal with the SAID PROPERTY herein under described under SCHEDULE II, in any manner and free will.
4. Incase the PURCHASERS is ever dispossessed from the SAID PROPERTY hereby sold or any part thereof by reasons of any defect in the title of the VENDORS, the VENDORS does hereby agree and undertake to keep the PURCHASERS fully saved and indemnified.
5. The VENDORS shall and will from time to time and at all times hereinafter at the request and cost of the PURCHASERS, do and execute or cause to be done and executed all such acts, deeds or things whatsoever for further better and more perfectly assuring the SAID PROPERTY hereby sold and every part thereof unto and to the use of the PURCHASERS according to the true intent and meaning of this deed as shall or may be reasonably required.



[Signature]

[Signature]

7. The **VENDORS** confirms that the representations held out in the recitals to this Deed of Sale are true and correct and that the **VENDORS** has not indulged into suppression of any material particulars, regards the **SAID PROPERTY**.
8. Both the parties agree that for the purpose of Stamp duty and Registration of this Deed, the **SAID PROPERTY** hereby sold is valued at Rs.5,47,27,200/- (Rupees Five crores forty-seven lakhs twenty-seven thousand two hundred only)
8. Upon which terms, conditions, covenants, agreements and undertakings of the **VENDORS**, the **PURCHASERS** accepts the sale and transfer of the **SAID PROPERTY**.

SCHEDULE I

**HEREINABOVE REFERRED TO AS THE ENTIRE
PROPERTY**

All that part or parcel of the property known as "DOGRI" situated at Nuvem, within the jurisdiction of Village Panchayat of Nuvem, Taluka and Sub-District of Salcete,

...16/-

District of South Goa, State of Goa, neither registered in the Land Registration Office nor enrolled in the Taluka Revenue Office but surveyed under No.264/1 of Nuvem Village admeasuring 1,91,375 sq. mtrs. and bounded as under;

On the East : By property bearing Survey No.266/1;

On the West : By properties bearing Survey No.255/1 and 263/2 of same Village Nuvem;

On the North : By properties bearing Survey No.254/2, 254/3 and 264/2 of Village Nuvem;

On the South : By properties bearing Survey No.263/1 and 263/2 of same Village Nuvem;

The ENTIRE PROPERTY has been recorded in the Land Survey Records under the name "AGALLE".

SCHEDULE - II

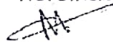
HEREINABOVE REFERRED TO AS THE SAID
PROPERTY

All that piece or part admeasuring an area of 1,82,424 sq. mtrs. and forming a part of the **ENTIRE PROPERTY** described in **SCHEDULE-I** hereinabove which part is bounded as under and which is more particularly delineated in red colour on the plan annexed to this Deed.



- On the East : By the remaining portion of the same property described in Schedule-I above and another property bearing Survey No.265/1 of Village Nuvem;
- On the West : By property Adbra of Minguel Rodrigues;
- On the North : By property bearing Survey No.255/1 and 263/2 of same Village Nuvem;
- On the South : By property bearing Survey No.263/1 and 262/2 of the same Village Nuvem.

IN WITNESS WHEREOF the Parties to the Deed have set and subscribed their respective photos, signatures and finger prints hereto on the day, month, year and place first hereinabove written.





...18/-

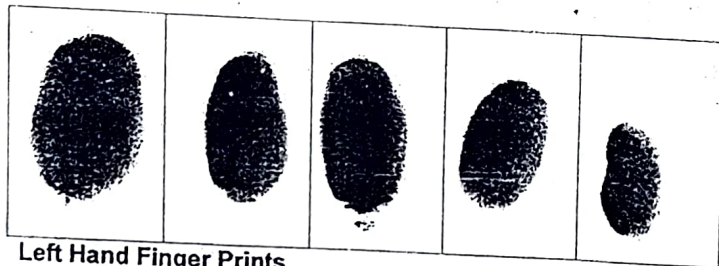
SIGNED, SEALED AND DELIVERED

BY THE VENDORS:

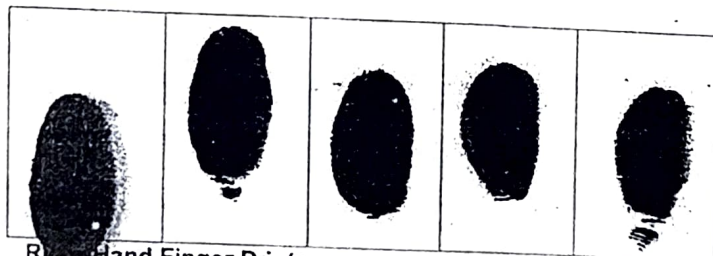
The Rubber stamp of the within-named Company **M/S ESSEL PROPACK LIMITED** is hereto affixed pursuant to Resolution passed by the Board of Directors of the Company at its meeting held on 19/4/2007 and signed by its duly constituted Power of Attorney holder

SHRI RAJENDRA PRASAD TYAGI
For ESSEL PROPACK LIMITED

AUTHORISED SIGNATORY
EXECUTANT



Left Hand Finger Prints



Right Hand Finger Prints

SIGNED, SEALED AND DELIVERED

BY THE PURCHASERS:

The Rubber Stamp of the within-named Company **M/S. FAIRPLAY PROPERTIES PRIVATE LIMITED** is hereto affixed pursuant to Resolution passed by the Board of Directors of the Company at its meeting held on August 20/2008 and signed by its' Director,

SHRI MOHENDER GARG
For Fairplay Properties Pvt. Ltd.

Director,

EXECUTANT



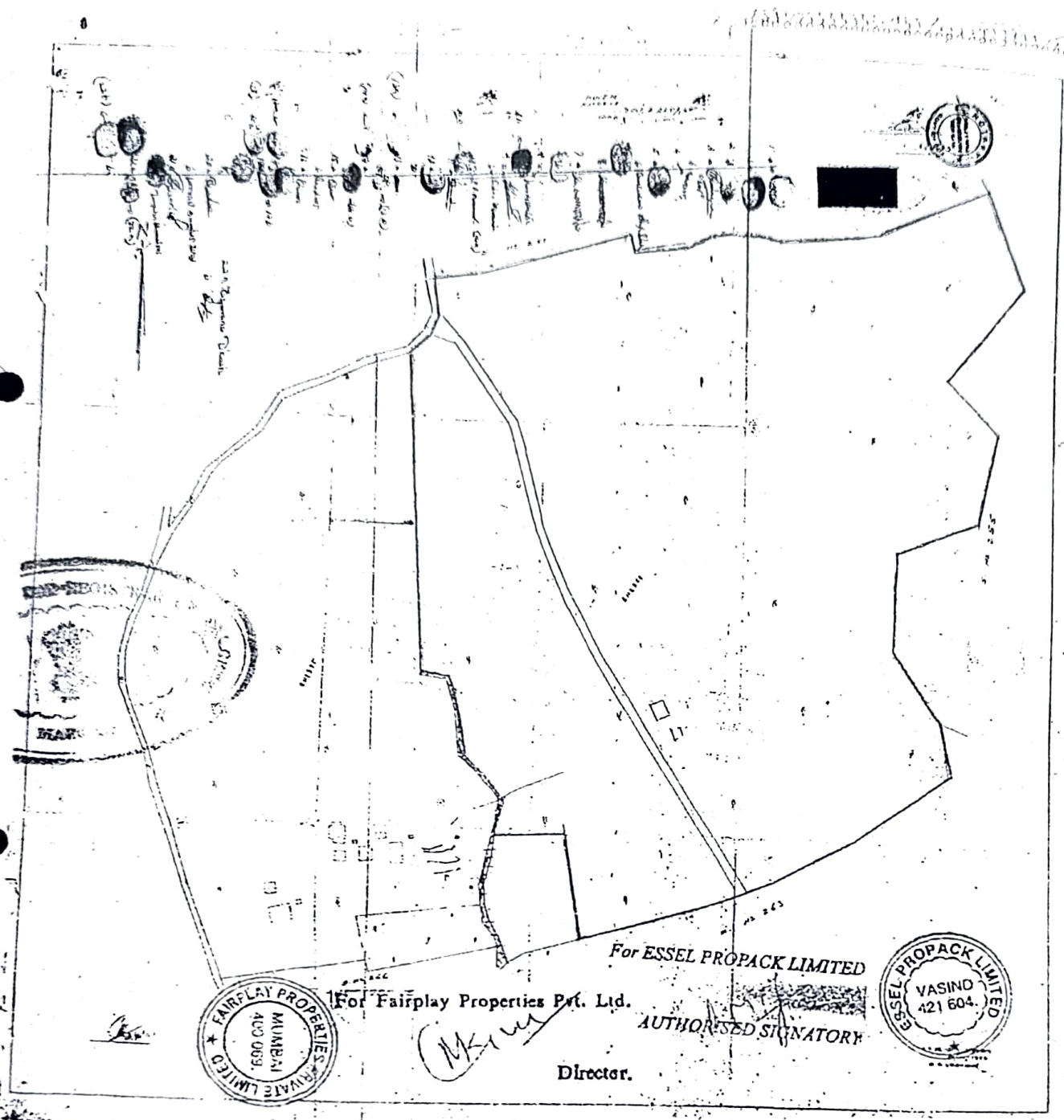
Left Hand Finger Prints



Right Hand Finger Prints

Witnesses:

- 1) Wolfgang Fernandez *Wolfgang*
- 2) Jayamber Narik *Jayamber*



For Fairplay Properties Pvt. Ltd.

(Signature)

Director.

For ESSEL PROPAC LIMITED

AUTHORIZED SIGNATORY



Executing Parties.

1- Mr. Rajendra Prasad Tyagi aged 46 years
 of late Dr. i Tyagi, Vice President Essel
 Propack Ltd 135 (Continental), 13th
 Dr. A. B Road, Wank number as attorney
 of Vendor of Essel Propack Limited, bearing
 my Permanent Account No AAA CE 1588
 having its registered address at Mumbai.
 shirs.

2- Mr. Ganapay Properties Private Ltd.
 bearing Permanent Account No. DABC-
 24250, having its registered office at
 Andher (East) Mumbai represented herein.
 this Act through its Director Shri
 Mohender. Gang aged 45 years of Ran.
 Swaroop Gang, Andher (East) resident of
 Mumbai.



admission to the public called
 sale



For ESSEL PROPACK LIMITED

[Signature]
 AUTHORISED SIGNATORY



For Fairplay Properties Pvt. Ltd.

[Signature]
 Director.

Shri Vinay Daniel, - Advocate,
Major gage, married, Indian
National, residing at Bambolim.

and known to the Sub-Registrar
states that he personally knows
be above execution and recording
the

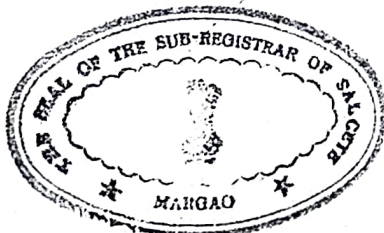
[Signature]

Margao dated 25/9/2008

SUB-REGISTRAR
SALCETE

registered No. 4950
at pages 235 to 257
Book No. I Volume No. 314
date 27/10/08

[Signature]
Sub-Registrar



Attested Copy of Power of Attorney
Filed at 2:40 PM 90.93. In compliance
Part VII to Regulation No. I Vol. I 242
Dated 27/10/08

[Signature]
SUB-REGISTRAR
SALCETE