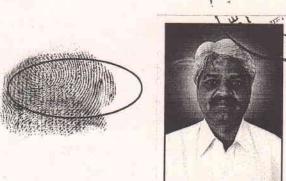


अनुस्त्र नेजर (ला) वा. 1111: 2005 06AA 471584
अर्थाहाजां नामः जार ध्यान्य प्राप्त प्रकाण जिल्ला 4. ज. ५२. ना
हेडाएं: जार्ग जार वा. राज्य प्रकाण जिल्ला है। वा. राज्य वा. राज्य

(भवेडोर्ज सी. वेह) मुख स्रेम्प्वन्डर, अंग्लर ता. बं. उष्ट/७७



Serial No.

Presented at the office of the Sub-Registrar of ANJ A12 between the hours of 4 and with Photograph and thumb impression

Man Industries (I) Ltd.

Authorised Signatory K.R. Patidar

SUB-REGISTRAR ANJAN

R. No. 3480007

Rs. Ps.

Received fees for Registration
Photography
Side 14
Postage
TOTAL 6980.

SUB-REGISTRAR ANJAR

DEED OF SALE in respect of Agricultural land situated in sim of Village



[2]

Moti Khedoi, Taluka Anjar Kachchh, Survey No. 486 for Rs. 4,50,946.00

THIS DEED OF SALE made on this 1st day of JULY 2005

early a sets of \$ 12 th the early

IN FAVOUR OF

## MAN INDUSTRIES (INDIA) LIMITED

having its Head Office at Man House, 15, PU-3,
Scheme No. 54, A.B. Road, Indore - 452 008
Through its authorized signatory and General Manager (Plant)
Mr. K. R. Patidar

REGIONAL DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DEL CONTRACTION DE LA C

[....3/-]



[3]

hereinafter referred to as "THE PURCHASER" of the FIRST PART. (which expression shall unless it be repugnant to the context or meaning thereof shall include its administrators, successors and assigns)

BY

Heirs and Legal Representatives of Jadeja Manubha Jalamsang

1. Smt. Jadeja Mohanba Manubha

2. Jadeja Chhotubha Manubha 3. Jadeja Sajubha Manubha

all Adults, Indian inhabitants, Hindus, Agriculturists,
Residing at Village Moti Khedoi, Taluka Anjar - Kachchh.
Through their General Power of Attorney holder

[....4/-]





ખરીદનારનું નામ: માંગુ હત્વરુંગમ દાઝામાં નિમાંગુ મૃ. ૧૦-૪૧. જ મેટ્ટમપ કાગળની કિંમત: સ્ટેમપ કાગળની કિંમત: સ્ટેમપ કાગળ ખરીદનારની સહીરો સ્ટેમપ વેડ્ડર, અંજ્યર લા. નં. કેંજ / હાઠ

[4]

Mr. DEEPAKA. NALWADE,
Adult, Hindu, Service,
Residing presently at Anjar - Kachchh.

hereinafter referred to as "THE VENDOR" of the SECOND PART. (which expression shall unless it be repugnant to the context of meaning thereof shall include his heirs, legal representatives, assigns etc.)

## WHEREAS:

A. An agricultural field well and sufficiently described in the schedule hereinafter appearing was an evacuee property bearing old survey No. 566 area Acre 8-00 Gunthas belonged to one Memon Jafar Abdulla and the Government was its custodian as per entry No. 312 in

[....5/-]



गुजरात GUJARAT

F 1 JUL 2005

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अविद्या कार्य कार

(अध्वेह नितं सी. वह) क्रिकें स्टेम्प वेन्डर, अंगार

111. d.38/60

[5]



Village Form No. 6, Record of Right in old revenue records. Said entry was promulgated by Mamlatdar, Anjar on date 11.06.1964. However said property is shown in cultivation of one Manharsang Jalamsang in Khetarvar patrak being prepared at the time of application of survey settlement very first time under the provisions of the Bombay Land Revenue Code and Rules made thereunder somewhere in the year 1961.

B. Thereafter upon application of new survey settlement said field was assigned a new survey No. 486 and its area was fixed as Acre 8-05 Gunthas. Said field was then mutated in the name of one Jadeja Manubha Jalamsangji as an occupier of evacuee property vide entry No. 330 in Village Form No. 6, Record of Right. Said entry was duly promulgated on date 15.12.70 under the provisions of the Bombay Land Revenue Code and Rules made thereunder.

[.....6/-]



गुजरात GUJARAT

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भ्ट्रेश्त बाजावा । इसतः

(મદ્દારાજેને સી. વેદ) સ્ટેમ્મ વેન્ડર, અંજાર લા. નાં ૩૪/૯૭

Pfel

[6]



C. Thereafter Mamlatdar, Anjar had initiated a suomotto proceeding U/s. 61 of the Bombay Land Revenue Code as encroachment case No. 216/81 treating the same as an encroachment, but on inquiry and production of evidence said land being mutated in the name of Manubha Jalamsang as an occupier of evacuee property vide entry No. 312, Mamlatdar had dropped the said proceeding U/s. 61 of the Bombay Land Revenue Code initiated suomotto. Pursuant thereto an entry No. 984 dated 18/7/81 has been duly entered into Village Form No. 6, Record of Right under the provisions of the Bombay Land Revenue Code and Rules made thereunder. Thereby said Manubha Jalamsang Jadeja was held to be absolute owner & occupier of the said field. Moreover said field is under his cultivation since 1963-64 till 1993-94 as per the entries in Village Form No. 7 & 12.

[....7/-]



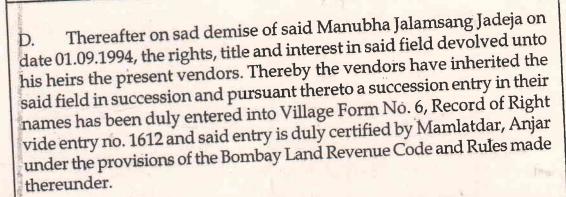
गुजरात GUJARAT

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स्टेश्प वेन्डर, अंकार

[7]



E. Thereby the said land is duly entered into Village Form No. 8-A Account No. 243 in the joint names of the present Vendors. Also said field is shown in their personal cultivation in Village Form No. 7 & 12 from year 1995-96 to 2003-04. Thereby the Vendors are the joint and co-

[....8/-]



owners of the said field and besides them none else have any right, title or interest therein.

- F. That the purchaser is the company incorporated under the Indian Companies Act, 1956, and is engaged in business of manufacturing of saw pipes and other types of pipes. Said company is setting up its industrial project for the manufacturing of saw pipe, coating division and also for other purpose. By virtue of section 89-A of The Bombay Tenancy and Agricultural Lands (Vidarbh region and Kutch area) Act, 1958, purchaser is entitled to purchase the agricultural field for the said purpose as the land is not situated within the Urban Agglomeration as defined in Clause (n) of Sec. 2 of The Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976). Moreover, area of the field referred in schedule is below 10 hectors.
- G The Vendor has agreed to sell the said agricultural fields referred in schedule to the purchaser at price of Rs. 4,50,946.00. Rupees Four Lacs Fift Thousand Nine Hundred Forty Six Only.
- H. The Purchaser has got published a Public Notice in Daily News Paper Kutchmitra, inviting any claim, objection, right, easement, if any, in, over or upon said field. Pursuant to said notice, no one has come forward to lodge his/her right, title or claim therein within the stipulated period and uptill now. Thereby the present vendors are the joint and co-owners of the said property and are fully competent to convey and transfer the same and the said property is fully free from all kinds of claims, rights, encumberances whatsoever.
- I. The Purchaser has requested to the Vendors to execute these presents which they have agreed to do.

NOW THIS DEED WITNESSETH THAT pursuant to said agreement and in consideration as described below the Vendors doth hereby absolutely convey and transfer by way of sale unto the Purchaser all that piece of land situated at Village Moti Khedoi in Registration Sub-District and Taluka Anjar of District and Registration District Kachchh and more particularly described in the schedule hereunder written together with all the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other premises or any part thereof belonging or anywise

appertaining thereto AND ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Vendors to the said piece of land and other the premises hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the government or to any other public or local authority in respect thereof.

AND THE VENDORS doth hereby covenant with the purchaser that.

- 1. The Vendors now have in themselves good right, full power and absolute authority to convey and transfer by way of absolute sale and said piece of land and other premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- 2. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said land and premises hereby conveyed with their appurtenances and receive the rents, issues and profits thereof and every part thereof for his own use and benefits without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Vendors or their heirs or any of them or by any person or persons claiming or to claim from under or in trust for them or any of them.
- 3. The Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever had, made executed, occasioned and suffered by the Vendors or by any other person or persons claiming or to claim by from, under or in trust for them.
- 4. The Vendors and all persons having or claiming any estate, right, title or interest in the said land and premises hereby conveyed or any part thereof by from, under or in trust for the Vendors or their heirs, executors,

administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever lawful acts, deeds, things, conveyances and assurances in law whatsoever of the better and more particularly and absolutely granting the said land of the better and every part thereof hereby conveyed unto and to the use and premises and every part thereof hereby conveyed unto and to the use of the purchaser in the manner aforesaid as the Purchaser, its administrators, successors, executors and assigns shall be reasonably required.

5. The Vendors will take all effective steps to get the land being conveyed by these present to be mutated in the name of Purchaser and will appear, apply, confess, sign, declare etc., before all or any authority for the said purpose.

## AND THE PURCHASER hereby covenant with the Vendors that,

- 1. It will make necessary application, if any, requires to be made, to the State Govt. or any officer in its behalf for obtaining permission retrospectively to purchase this land under the provisions of the Bombay retrospectively to purchase this land under the provisions of the Bombay retrospectively and Agricultural lands (Vidharbh region and Kachchh area) Act, Tenancy and Agricultural lands (Vidharbh region and Kachchh area) Act, and rules made there under, the purchaser company, shall bear all toosts and incidental expenses for the same and shall not claim any amount form the Vendors.
  - 2. That the Vendors have handed over the actual possession of the land described in the schedule alongwith certified copies of revenue records pertaining to the said property to the Purchaser.

The Vendors have received the amount of consideration as follows and admits the receipt thereof.

- Rs. 2,00,000.00 By way of Cheque No. 063933 dated 01.05.2004 of State Bank of India, Anjar Branch.
- Rs. 2,50,946.00 By way of Cheque No. 064055 dated 23.08.2004 of State Bank of India, Anjar Branch.
- Rs. 4,50,946.00 Rupees Four Lacs Fifty Thousand Nine Hundred Forty Six Only.

[....11/-]

[11]

## THE SCHEDULE ABOVE REFERRED TO

(Description of the property)

An agricultural field bearing old survey No. 566, area admeasuring about Acre 8-00 Gunthas, corrosponding new survey No. 486 area admeasuring about Acre 8-05 Gunthas equivelant to Hectre 3-28-81 PRA, situated at Village Khedoi, Taluka and Registration Sub-District Anjar of Registration District and District Kachchh in the state of Gujarat. Boundries of same are as under:

On or towards East : Land bearing S. No. 485/1.
On or towards West : Land bearing S. No. 487/1.
On or towards North : Lands bearing S. No. 495 & 496.

On or towards South: Government waste Land.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS SIGNATURE ON THE DAY FIRST HEREINABOVE WRITTEN AT ANJAR.

Signed and Delivered by the within named Vendor

1. Smt. Jadeja Mohanba Manubha

2. Jadeja Chhotubha Manubha

3. Jadeja Sajubha Manubha through their GPA

Mr. Deepak A. Nalwade

Signed and Delivered by the
within named Purchaser

Man Industries (India) Ltd.,
through its authorized signatory and
General Manager (Plant)

Shri K. R. Patidar.

in the presence of Witnesses

1.

2.

Mark Malaurade)