

SALE DEED

2239

10 FEB 2005

IN RESPECT OF

*DEED OF SALE in respect of Agricultural land situated
in sim of village Moti Khedoi, Taluka Anjar Kachchh,
Survey No. 492 for Rs. 4,34,775.00*

EXECUTED BY

MAHAVEERSINH NARPATSINH VAGHELA
of Village Moti Khedoi, Taluka Anjar - Kachchh.

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

EXECUTED ON

10th February, 2005.

AT ANJAR - KACHCHH

Drafted By

Mr. Shirishchandra D. Chhaya

B.A., LL.B., Advocate,

H-26, Jain Colony,

New Anjar, Anjar - Kachchh.

Ph. [02836] 42698, 43388



अद्यकृत नं. 33141 वा. 11 AUG 2004
 परीक्षारतुं नाम: मान इन्डस्ट्रीज (प्रा.) लि. मना इ.
 ठेका: पुणे
 स्टॅम्प कागजाती किंमत: ₹ 2000/-
 स्टॅम्प कागजात परीक्षारतुनी मनी: *[Signature]*
 म. न. वे. (महाराष्ट्र सी. वे.)
 स्टॅम्प वेन्डर, अंजल

<p>Serial No. 1136</p> <p>presented at the office of the Sub-Registrar of ANTA</p> <p>between the hours of 12 and 1 on</p>	<p>R.No 3294711</p> <table border="0"> <tr> <td></td> <td style="text-align: right;">Rs. Ps</td> </tr> <tr> <td>Received fees for Registration</td> <td style="text-align: right;">6600/-</td> </tr> <tr> <td>Photography</td> <td style="text-align: right;">160/-</td> </tr> <tr> <td>Side (16)</td> <td style="text-align: right;">/</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">/</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">6760/-</td> </tr> </table> <p><i>[Signature]</i> 10-2</p> <p>Sub Registrar - Anjal</p>		Rs. Ps	Received fees for Registration	6600/-	Photography	160/-	Side (16)	/	Postage	/	Total	6760/-
	Rs. Ps												
Received fees for Registration	6600/-												
Photography	160/-												
Side (16)	/												
Postage	/												
Total	6760/-												
<p>10 FEB 2005</p> <p>For Man Industries Ltd.</p> <p>Authorised Signatory K.R. Patidar</p>	<p><i>[Signature]</i> 10-2</p> <p>Sub Registrar - Anjal</p>												

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



अनुक्रम नं. 33/1/2 वा. 11 AUG 2004

अरीदनारुं नाम: मान धर्मादाय (पुत्र) म.म.प.

ठेकाळु: उदर

रुपये कागळनी किंमत: 2,20,000/-

रुपये कागळ अरीदनारुनी अर्धी:

(मधुकांत सी. घेडे)
रुपये वे.दर, अं.दर

[Signature]

[Signature]

[2]

Moti Khedoi, Taluka Anjar Kachchh, Survey No. 492 for
Rs. 4,34,775.00

THIS DEED OF SALE made on this 9th day of February 2005

IN FAVOUR OF

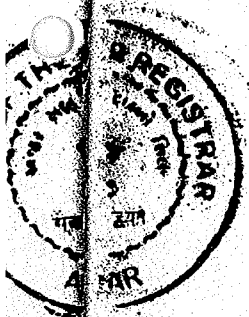
MAN INDUSTRIES (INDIA) LIMITED

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





अनुक्रम नं. 3324/3 वा. 11 AUG 2004
 परीक्षार्थ नाम: मान उमर-312 चवगाव (माम) य.
 ठेका: उमर
 स्टेम्प कागजाती किंमत: 32000/-
 स्टेम्प कागजात परीक्षार्थी सही: [Signature]
 (म. न. व. ए. ए.
 (मधुकिंत सी. वेड)
 स्टेम्प वेन्डर, अंजणर

[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

MAHAVEERSINH NARPATSINH VAGHELA,
 an Adult, Indian inhabitant, Hindu, Agriculturist,
 Residing at Village Moti Khedoi, Taluka 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.)

[.....4/-]



अनुक्रम नंबर: 334W अ. 11 AUG 2004

अरीदनासु नाम: माना एम.एस.एम. (एम.एम.) (एम.एम.)

हेतावु: एम.एम.

स्टेम्प कागजनी किमत: 2-0000

स्टेम्प कागज अरीदनासुनी अर्थी: [Signature]

(मधुकांत सी. वेड)
स्टेम्प वे-डर, अंजलर

	[4]
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WHEREAS :

- A. An agricultural field well and sufficiently described in the schedule hereinafter appearing was an Inam land and was governed by the provisions of the Bombay Inams (Kutch Area) Abolition Act, 1958. (hereinafter referred to as "Said Act" for sake of brevity and convenience)
- B. The then State government of Bombay, in public interest to abolish certain Inams in Kutch area has enacted the said Act.
- C. As per provisions of Sec. 4 of the said act, all Inams and sub-inams were abolished from the appointed date i.e. 31st December, 1958. Notwithstanding anything in any usage, custom, settlement, grant,

5000RS.



11 AUG 2004

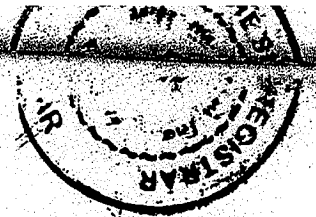
महाराष्ट्र राज्य सरकार
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महाराष्ट्र राज्य सरकार

[5]

agreement, sanad or in any decree or order of the court or in any law for the time being applicable to any Inam in the Kutch.

D. Section 7 of the said act provides for the conferment of occupancy rights in respect of Inam lands to which Sec. 6 does not apply. According to said Section, if such Inam land is in possession of Butedar, Ret Butedar or any other person holding it as a tenant, such Butedar, Ret Butedar or other person shall be primarily liable to the State Government for payment of land revenue in respect of land and entitled to all rights and shall be liable to all obligations in respect thereof as an occupant under the Bombay Land Revenue Code and Rules made thereunder. And such person is liable to pay occupancy price as directed under said section and occupancy conferred upon him is transferrable and heritable.





अनुक्रम नंबर: 3354/ अ.

परिद्वारा नाम: मान प्रकाश (धर्म) (मामा 2, श्री. न. न.)

ठेका: ए. 102

स्टेप कागज की किमत: 2000/-

स्टेप कागज परिद्वारा की: [Signature]

(महोदय सी. वे.)
स्टेप वे. 102, अं. 102

[7]

with an endorsement that, is holding the land with old i.e. transferrable and partible tenure as a tenant-cultivator of Premji Madhavji on payment of six times assessment of occupancy price vide an entry No. 154 in Village Form No. 6, Record of Right and same was promulgated on date 15.12.1970 under the provisions of the Bombay Land Revenue Code and Rules made thereunder.

G. Thereafter said Raghubha Danubha has paid the amount of said six times assessment of occupancy price of area Acre 8-00 Gunthas amounting Rs. 168/- into the Government treasury, as such the Spl. Mamlatdar Anjar has resolved that Raghubha Danubha Jadeja is holding the transferrable and partible rights in respect of said field on payment of six times assessment of occupancy rights vide order No. 8/168/74 dated 27.03.1975. Pursuant thereto an entry No. 694 in Village Form No. 6,

[.....8/-]



अलुक्रम नं. ३३५५६ अ. 11 AUG 2004
 परीक्षारतु नाम: मान प्रदीपशिव (दादा) (नमज ५, १. ५१-१)
 ठेका: १५१२
 स्टम्प कागज की किमत: २ ६००/-
 स्टम्प कागज परीक्षारतु की २ ६००/-
 (महुकांत सी. वेद)
 स्टम्प वेदर, अंजणर

[8]

Record of Right has been duly entered into and certified by Dy. Mamlatdar, Anjar on date 26.05.1976 under the provisions of the Bombay Land Revenue Code and rules made thereunder. That the Talati-cum-mantri has certified by his certificate dated 18.5.2004 that the amount of purchase price of Rs. 168/- being the amount of 6 times assessment in respect of S. No. 581 (old) has been duly paid up.

H. Thereafter said Raghubha Danubha Jadeja had fully and absolutely conveyed and transferred the said agricultural field to the present Vendor i.e. Vaghela Mahaveersinh Narpatsinh vide registered sale deed dated 10.12.1997 duly registered before the Sub-Registrar, Anjar in book No. 1, Vol. 625, at pages 94 to 98 at serial No. 3574. Pursuant to said transaction an entry No. 1846 has been duly entered into Village Form No.

[.....9/-]



अनुक्रम नंबर ७५३२/२
 दा. - 9 FEB 2005
 जरीददारनु नाम: मा. ग. एस.डी.के. (एम्प्लॉय) लि. कॉम्प्लेक्स
 हेतु: एवढी
 स्टॅम्प कागदानी किंमत: ३००
 स्टॅम्प कागद जरीददारनी सही:
 (महेश्वरी सी. वेद)
 स्टॅम्प वेन्डर, अंजार
 ला. नं. ३४/६७

[9]

6, Record of Right and certified on date 23.11.1998 under the provisions of the Bombay Land Revenue Code and Rules made thereunder and same has been duly mutated in his A/c. No. 700 in Village Form No. 8-A. His name is also shown in the column of occupier as well as cultivator in Village Form No. 7 & 12. Thereby the Vendor is holding the said land with absolute, transferrable and alienable rights.

I. Thereafter in said sale document dated 10.12.1997 Reg. No. 3574, due to inadvertance the boundaries of the said field was not shown, as such, same was duly substituted by way of Supplimentary Document dated 19.05.2004, duly registered before the Sub-Registrar, Anjar in book No. 1, at serial No. 2502 on 20.05.2004.

J. That the purchaser is the company incorporated under the Indian Companies Act, 1956, and is engaged in business of manufacturing

REGISTRAR



ગુજરાત GUJARAT

656154

અનુક્રમ નંબર ૭૭૨૨૫ - 9 FEB 2005
 પ્રીટનારનું નામ : માન શંકરજી (દાસ) મ. ભાઈ જી
 ઠેકાણું : ધર્મી
 સ્ટેમ્પ કાગળની કિંમત : રૂ. ૨૦
 સ્ટેમ્પ કાગળ પ્રીટનારની સહી :
 (મધુકાંત સી. વેદ)
 સ્ટેમ્પ વેન્ડર, અંજાર
 ભા. નં. ૩૪/૯૭



[10]

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 (Vidarbha 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 hectores.

K. The Vendor has agreed to sell the said agricultural fields referred in schedule to the purchaser at price of Rs. 4,34,775.00 Rupees Four Lacs Thirty Four Thousand Seven Hundred Seventyfive Only.

[.....11/-]

[11]

L. The Purchaser has got published a Public Notice in Daily News Paper Kutchmitra, dated 20.05.2004, for inviting any claim, objection, right, easement, if any, in, over or upon said fields. No one has come forward to lodge his any objection or to claim his alleged right, title or interest in respect of said field uptill now.

M. The Purchaser has requested to the Vendor to execute these presents which he has agreed to do.

NOW THIS DEED WITNESSETH THAT pursuant to said agreement and in consideration as described below the Vendor 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 VENDOR doth hereby covenant with the purchaser that,

1. The Vendor now has in himself 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

[.....12/-]



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 Vendor 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 Vendor or his 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 of the better and more particularly and absolutely granting the said land 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 Vendor 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 Vendor 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 Tenancy and Agricultural lands (Vidharbha region and Kachchh area)

[13]

Act, 1958 and rules made there under, the purchaser company, shall bear all costs and incidental expenses for the same and shall not claim any amount from the Vendor.

2. That the Vendor has handed over the actual possession of the land described in the schedule alongwith sale document and certified copies of revenue records pertaining to the said property to the Purchaser.

The Vendor has received the amount of consideration as follows and admits the receipt thereof.

Rs. 20,000.00 Cash at the time of agreement.

Rs. 4,14,775.00 By Cheque No. 783372, Date 09/02/2005, of I.C.I.C.I Bank of Mumbai Branch, in favour of Vendor.

Rs. 4,34,775.00 Rupees Four Lacs Thirty Four Thousand Seven Hundred Seventy Five Only.

THE SCHEDULE ABOVE REFERRED TO
(Description of the property)

An agricultural field bearing old survey No. 581, area admeasuring about Acre 8-00 Gunthas, known as "Bawro" corresponding new survey No. 492 area admeasuring about Acre 8-21 Gunthas situated at Village Moti 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. 495 being purchased by the Purchaser company.
On or towards West	:	Road
On or towards North	:	Land bearing S. No. 493.
On or towards South	:	Land bearing S. No. 487.

[.....14/-]



[14]

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
**MAHAVEERSINH NARPATSINH
VAGHELA**

)
) ✓ *MAHAVEERSINH NARPATSINH VAGHELA*
)
)

Signed and Delivered by the
within named Purchaser
Man Industries (India) Ltd.,
through its authorized signatory and
General Manager (Plant)
Shri K. R. Patidar.

)
)
)
)
) *K. R. Patidar*
) For Man Industries (I) Ltd.
)
) **Authorised Signatory**
) **K. R. Patidar**

in the presence of

Witnesses

1 *RS TAJE TA*

2 *Dineshchunay*



Form No. (1) is produced

2 10 FEB 2005

Sub Registrar - Anjar

Registered at
No. 1136 of
Book No. 1

10 FEB 2005

2
(DANDA S.S.)

Sub Registrar - Anjar

