

26 DEC 2883

IN RESPECT OF

DEED OF SALE in respect of Agricultural land situated ín sím of víllage Motí Khedoí, Taluka Anjar Kachch h. Survey No. 500 for Rs. 4,43,750.00

EXECUTED BY

SADUBHA ATUBHA JADEJA 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

26th December, 2003

AT ANUAR . KACHCHH

Drafted By

Mr. Shirishchandra D. Chhaya

B.A., LL.B., Advocate, H-26, Jain Colony, New Anjar, Anjar - Kachchh. Ph. [02836] 42698, 43388



અનુ. નં. ૧૭૯૬ ! શ તારી = 9 DEC 2003

અરીદનારનું નામ: Man Industries (I) Ltd

રેડાયું: Indore
પ્રેટાયું કામળની કિંમત: ૨૫૦૦૦ મુવાયું
પરીદનારની સહી / અંગુઠાની છાપ:
પંડાય ચંદ્રેશ કી.)

સ્ટેડાય વેન્ડર, અંજાર

RNO 2465 263 Rs. Ps Received fees for 6735-5864 Registration Photography (60-Serial No. presented at the office of t Side (16) But-Revisirar of ANJAR Postage between the box 2 6 DEC 2003 6895-26-12 Mon Indus Sub Registrar - Anjar Authorised Signatory 2642 K.R Potider Sub Registrar - Anjar DEED OF SALE in respect of Agricultural land situated in sim of Village [....2/-]



अनु. नं. १२६६ । २ ताहीय = 9 DEC 2003 भहीहनाहनुं नाम: man Industries (I) Ltd. हेडाएं: Indone Jame भहीहनाहनी सही / अंगुहानी छापः भंडेच्या टाइट्रेश ही

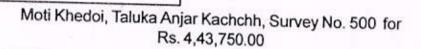
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રટેમ્પ વેન્ડર, અંજાર

(પંકયા ચંદ્રેશ કી.)

[2]



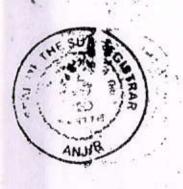
THIS DEED OF SALE made on this 26th day of DECEMBER 2003

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

[....3/-]



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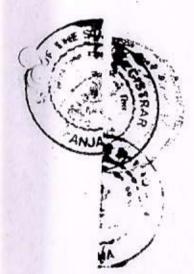
अनु. नं. १९८५।3 वाहीय - 9 DEC 2003 भहीहनारनुंनामः Man Industries (I) Ltd.

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[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

## SADUBHA ATUBHA JADEJA

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/-]

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પરીદ્વારની સહી / અંગુઠાની છાપ •

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(પંડસ) ચંદ્રેશ કી.)

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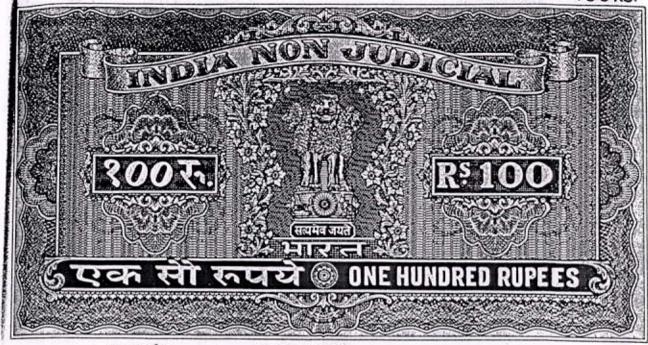


[4]

## WHEREAS:

- A. An agricultural field well and sufficiently described in the schedule hereinafter appearing was Inam land and was governed by the provisions of the Bombay Inams (Kutch Area) Aboilition Act, 1958. (hereinafter referred to as "Said Act" for sake of brevity and convenience)
- B. One Hardas Karsanji Mistri was Inamdar within the meaning of section 2(x) of the said Act.
- C. The then State government of Bombay, in public interest to aboilish certain Inams in Kutch area has enacted the said Act.

[....5/-]



अनु. जं. 996516 वाशमः = 9 DEC 2003 भरीहनारनं नामः man Industries (F) Ltd. हेडाणुंः Endone

4. 7 (EU 2)/d

સ્ટેમ્પ કાગળની કિંમત : ૧૦૦૧ – વિવા ખરીદનારની સહી / અંગુઠાની છાપ !

النجع، كنلأون عا.

(પાંડયા ચંદ્રેશ કી.)

રટેમ્પ વેન્ડર, અંજાર



[9]

K. The Vendor has agreed to sell the said agricultural fields referred in schedule to the purchaser at price of Rs. 4,43,750.00. Rupees Four Lacs Forty Three Thousand Seven Hundred Fifty Only.

L. The Purchaser has got published a Public Notice in Daily News Paper Kutchmitra, dated 21.11.2003, for inviting any claim, objection, right, easement, if any, in, over or upon said fields. Pursuant to said notice, one Smt. Zala Krushnaba Jambha and Zala Devkunverba Dilubha daughters of late Atubha Isharji and sisters of present vendor had lodged their claims through their General Power Attorney holder Balwantsinh Juvansinh Jadeja by publishing a public notice in Kutchuday daily dated 27.11.2003. Upon clarification of the above facts, said both claimants had again published a notice in their personal names in Kutchmitra daily dated 09.12.2003 declaring the sole rights of vendor Sadubha Atubha in respect of field referred in schedule and they dosen't have any right, title or interest

[....10/-]



सनु. नं. १९६८८ तारीय = 9 DEC 2003
पारीहनारनं नाम: Man Industries (I) htd.
हेडाएं: Indore
हेडाएं: Indore
हेडाएं: विकारने हिंसत: 1001- विकार
पारीहनारनी सही / अंगुहांनी छाप.

(પંકયા ચંદ્રેશ કી.)

२८३५ वेन्डर, अंशर

[10]

therein and also they have revoked the General Power of Attorney given to said Balwantsinh Juvansinh as he had published said notice claiming rights without their consent.

M. Similarly Jorubha Atubha and Agubha Atubha, the brothers of present vendor had also got published a notice claiming right, title and interest in property referred in above schedule in Kutchuday daily dated 09.12.2003 and therey lodged their claim in the said property. Again on clarification of facts as narrated above and in view of family arrangement done by their late father Atubha Isharji Jadeja, they both have withdrawn their claim and have executed a Deed of Declaration dated 18.12.2003, registered before the Sub-Registrar, Anjar at serial No. 5736 in respect thereto. Thereby the present vendor Sadubha Atubha is a sole owner of the said property and is fully authorised to convey and transfer the same

[::...11/-]

[11]

and the said property is fully free from all kinds of claims, rights, encumberances whatsoever.

K. 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.

[....12/-]



AND THE VENDORS doth hereby covenant with the purchaser that,

- 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 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.



[....12/-]

 The Vendors will take all effective steps to get the land be ing conveyed by these present to be mutated in the name of Purchaser and will appear, apply, confess, sign, declare etc., before all or any autho rity 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 Tenancy and Agricultural lands (Vidharbh region and Kachchh area) 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 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 and have also handed over the Registered Deed of Declaration dated 18.12.2003, registered at No. 5736 before the Sub-Registrar, Anjar executed by Jorubha Atubha and Agubha Atubha in favour of vendor..

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

Rs. 40,000.00 Cash at the time of agreement.

Rs. 4,03,750.00 By way of D.D. No. 053803 dated 06.12.2003 of Bank of Baroda, payable at Khedoi Branch in favour vendor.

Rs. 4,43,750.00 Rupees Four Lacs Forty Three Thousand Seven Hundred Fifty Only.

## THE SCHEDULE ABOVE REFERRED TO

(Description of the property)

An agricultural field bearing old survey No. 578, area admeasuring about Acre 8-00 Gunthas, known as "Doniyun"

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corrosponding new survey No. 500 area admeasuring about Acre 8-35 Gunthas equivelant to Hectre 3-59-16 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 :

Fields bearing survey No. 502/1 & 502/2 Fields bearing survey No. 494, 495 & road

On or towards West: On or towards North:

Waste land and road.

On or towards South:

Field bearing survey No. 499

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 Jadeja Sadubha Atubha

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

Man Industries (I) Ltd. ased Signatury

K.R Patidar

in the presence of

Witnesses

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The Vendor
Sudy bla Atybha Jadeja
Adult Farming - of Motir-Khador

MAN Industries (India) Ltd.
Indore through its authorised
Signatory - Mr. K. R. Putidow
Adult. Service of Indore

Executing Party admits execution

D REGION RUSTYON

D Ramchhodji Sultanji Jadaja
Farming - Moti- Khedoi

D Jayvirsinh Kambhirsinh Jadeja
Trading - Moti- Khedoi

state that they personally know
the above executant and identify

pira

RSJAJETA

J. Cr. Jadeja

26 DEC 2003

2

Sub Registrar - Anjar



Form Mo. (1) is produced

26 DEC 2003

Sub Registrar - Anjer

26 DEC 2003

Sub Registrar - Anjar



