

SALE DEED

u/cm

IN RESPECT OF

DEED OF SALE in respect of Agricultural land situated
in sim of village Moti Khedoi, Taluka Anjar Kachchh.
Survey No. 502.1 & 502.2 for Rs. 4,61,250.00

EXECUTED BY

1. SMT. HANSUBA SAHADEVSIKH VAGHELA
2. MAST. SANDEEPSIKH SAHADEVSIKH VAGHELA
3. MISS AVANIBA SAHADEVSIKH VAGHELA

No. 2 and 3 being minors through their guardian and next friend their mother No. 1 Smt. Hansuba Sahadevsikh Vaghela, Residing at Village Moti Khedoi, Taluka Anjar - Kachchh, through their General Power of Attorney holder Mr. Bahadursikh Bapjibha Jadeja, Residing at 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 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



अनु. नं. १९८२१६

तारीख - 9 DEC 2003

01CC 976969

परीदलारनुं नाम : Man Industries (I) Ltd.

रुपये में

केसलुं : Indore

रहेग्य सागलनी किमत : 20000/- *Five*

परीदलारनी सही / अंगुठानी छाप

सिखा सिंदेश डी.

(सिखा सिंदेश डी.)

रहेग्य पोस्ट, अंजार

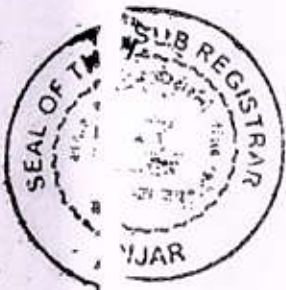
<p>Serial No. 5865 presented at the office of the Sub-Registrar of ANJAR between the hours of 4 and 5 on 26 DEC 2003</p> <p><i>Man Industries (I) Ltd.</i> <i>[Signature]</i> Sub Registrar - Anjar</p>	<p>RNo. 2665 264 Rs. Ps</p> <p>Received fees for Registration 7005=01 Photography 150= Side (18) / Postage /</p> <p>Total 7185=</p> <p><i>[Signature]</i> <i>(Barday JJ)</i> 26-12 Sub Registrar - Anjar</p>
<p>DEED OF SALE in respect of Agricultural land situated in sim of Village</p> <p>[.....2/-]</p>	



अनु. नं. ९९८२१२ तारीख - 9 DEC. 2003
प्रदीनारजु नाम : Man Industries (I) Ltd.
केसाजु : Indore
रजम कागजनी किमत : २००००/-
प्रदीनारजी सही / अंगुली छाप :
सिद्धा चंद्रेश डी.
(सिद्धा चंद्रेश डी.)
रजम वेन्डर, अंजार

01CC 9769 70

र. २६-१२-०३



[2]

Moti Khedoi, Taluka Anjar Kachchh, Survey No. 502/1 and 502/2 for
Rs. 4,61,250.00

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/-]

5000Rs.



सं. नं. ११८-२१७ तारीख = 9 DEC 2003

परीक्षणातुं नाम: Man Industries (I) Ltd.

ठेसातुं: Indore

रेमप कागलनी किमत: ५०००/-

परीक्षणातुं सडी / अंगुठानी छाप:

संसा संदेस डी.

(संसा संदेस डी.)

रेमप वेसर, अंजार



[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

1. SMT. HANSUBA SAHADEVSIH VAGHELA
2. MAST. SANDEEPSINH SAHADEVSIH VAGHELA
3. MISS AVANIBA SAHADEVSIH VAGHELA

No. 2 and 3 being minors through their guardian and next friend their mother No. 1 Smt. Hansuba Sahadevsinh Vaghela, an Adult, Indian inhabitant, Hindu, Agriculturist, Residing at Village Moti Khedoi, Taluka Anjar - Kachchh, through their

[.....4/-]



सं. नं. ११८-२१४ तारीख - 9 DEC 2003
परीक्षणात्मक नाम: Man Industries (I) Ltd. स. नं. ११८-२१४
स्थान: Indore
संकेत संख्या/किंमत: १००००
परीक्षणात्मक सही / अंगुली छाप
संख्या २६६६ डी.
(संख्या संदेश डी.)
संख्या १००२, अंजार

[4]

General Power of Attorney holder Mr. Bahadursinh Bapjibha Jadeja, Adult, an Indian inhabitant, 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.)

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) Abolition Act, 1958. (hereinafter referred to as "Said Act" for sake of brevity and convenience)

[.....5/-]





अ.नं. ११८२१८ तारीख 19 DEC 2003
 परीक्षारतुनाम: Man Industries (I) Ltd.
 ठेकाणु: Indore
 ररेणु कागदानी किमत: १०००/-

१. २१५५००

परीक्षारतुनी सही / अंगुठानी छाप

संस्था संदेश डी.

(संस्था संदेश डी.)

ररेणु वेणुडर, अंगर



[5]

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, 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

[.....6/-]



अनु. नं. १९८-२१५ तारीख - ९ DEC 2003

परिदनारनुं नाम: Man Industries (I) Ltd.

१. प्रवेशिका

ठेडाणुं: Indore

रहेरुप डागणनी किमत: १००० -

Man

परिदनारनी सही / अंगुठानी छाप

संस्था संदेश डी.

(संस्था संदेश डी.)

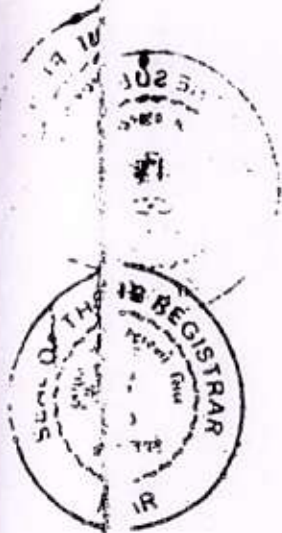
रहेरुप वेन्डर, अंभार

[6]

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.

E. The old survey No. 577 corresponding new survey No. 502/1 and 502/2 are concerned, same were belonged to Bhimani Madarsangji Meghrajji and his brother Ratansangji Meghrajji, who had mortgaged the same to one Mr. Mistri Premji Jeram vide Registered Mortgage Deed of Samvat year 2002 Vaishakh Sud 14th i.e. in 1945 A.D., registered at No. 358 and had handed over the possession of the same to Mortgagee i.e. Premji Jeram. Said mortgage was for the period of 20 years.

[.....7/-]





अनु. नं. १९८८९ तारीख = 9 DEC 2003

परिद्वारनं नाम: Mun Industries (I) Ltd.

ठेकाणु: Indore

रेखा डागणनी किमत: १०००/-

परिद्वारनी सही / अंगुठानी छाप

विश्व. सिंदेश. डी.

(पंढरा सिंदेश डी.)

रेखा वेन्डर. अंगार

१. २००३



[7]

F. Thereafter the state government had prepared a new sud book somewhere in 1961 or thereafter wherein, old survey number and its corresponding new survey number, name of its owner, occupier, tenant, and name of its cultivator, as the case may be, are shown. In respect of said field name of Premji Jeram Mistri is shown as a owner as such he was Inamdar of the said both fields.

G. On preparation of first record of right the entry No. 141 in Village Form No. 6, Record of Right, right in respect of said field in favour of Premji Jeram was acknowledged.

H. Thereafter Wd/o. of Madarsang Meghrajji, Pratapba who had right to equity of redumption in the said fields had transferred her share

[.....8/-]



अनु. नं. ११८८१९ तारीख = 9 DEC 2003
 परीक्षारजु नाम: Man Industries (I) Ltd.
 ठेकाजु: Indore
 रवेम्य सागलनी किमत: १००० रु. *Gain* इ. २/६७ ०/०
 परीक्षारजुनी सही / अंगुठानी छापः
 वि.स. रंदेश. डी.
 (वि.स. रंदेश डी.)
 २०२५ पेठर, अंजूर

[8]

in said fields to one Patidar Naran Savgan Chhabhaia, who was then cultivator of the said fields vide deed of samvat year 2022 Jeth Sud 11 th dated 30.05.1966.

I. Thereafter the original mortgagor Ratansang Meghrajji had also transferred his share of equity of redumption in said fields to Patidar Naran Savgan Chhabhaia vide deed of samvat year 2002, Jeth Sud 11 th dated 30.05.1966.

J. Thereafter the heirs and legal representatives of Premji Jeram viz. Pragji Premji, Vishanji Premji, Odhavji Premji and Otamramji Premji have through their General Power of Attorney holder Kothari Revalal Juthabhai, fully and absolutely conveyed and transferred and assigned their rights in respect of said field to Patidar Naran Savgan Chhabhaia

[.....9/-]





मनु. नं. १७८१८ तारीख १७ DEC 2007
 परीक्षणारंजु नाम: Man Industries (I) Ltd.
 ठेकाजु: Indore
 ररेम्य कागजानी किमत: १०००/- *Gain*
 परीक्षणारनी राही / अंगुठानी छाप
 वि. नं. २१६६. डी.
 (पंडरा संदेश डी.)
 ररेम्य वेन्डर. अंजार

र. नं. १६७



[9]

vide registered conveyance deed dated 20.05.67, registered at serial No. 558 before the sub-registrar, Anjar. Thereby said Naran Savgan Chhabhia became absolute owner and occupier of the said field.

K Thereafter, upon application of new survey settlement to this area, Village Form No. 6, Record of Right was prepared and promulgated under the provisions of the Bombay Land Revenue Code and rules made thereunder and vide entry No. 193 of Village Form No. 6, Record of Right, both survey Nos. 502/1 & 502/2 were mutated in the name of said Patidar Naran Savgan Chhabhaia.

L Thereafter said Patidar Naran Savgan Chhabhaia had mortgaged the said both fields for 50 years to Natwarlal Galalchand Sheth, Premchand Galalchand Sheth and Ganshyam Bapulal Sheth vide registered Mortgage Deed dated 14.02.1993, registered before the Sub-

[.....10/-]



अनु. नं. ११८२१७ तारीख - 9 DEC 2003
 परीक्षारतनुं नाम: Man Industries (I) Ltd.

ठेसापुं: Indore
 ररेभ्य सागजनी किमत: १००१ - *Five*

१. २६-१२-०३

परीक्षारती सही / अंगुठानी छाप

पसरा २६०० डी.

(सांडरा चंदेश डी.)

२२३५ पेन्डर, अंजार

[11]

N. Thereafter, said Naran Savgan Chhabhaia through his Power of Attorney Holder Gopalsinh Parakramsingh Jadeja had transferred his right to equity of redemption in favour of present vendors vide registered Deed dated 26.12.2003, registered before the Sub-Registrar, Anjar on same day.

O. Since said Sahadevsinh Mahipatsinh has expired, his widow the vendor No. 1 being the Karta of his HUF and she is guardian and next friend of his minor sons. The rights of the vendor No. 1 and rest of vendors being not contradictory, in the interest of their family - HUF the vendor No. 1 being a karta, transfers these fields by these presents. Requisite succession entry in revenue records has been duly entered into. Thereby the vendors are full and absolute owners of the field referred in above schedule.

[.....12/-]





अनु. नं. १७८-२८ तारीख - 9 DEC 2003

परीक्षणात्मक नाम: Man Industries (I) Ltd. ज. २/६-२००३

ठेसालु: Indore *Gain*

रहेष दागणी किमत: २००१ - *Gain*

परीक्षणात्मक सही / अंगुठानी छाप

पंडित. अशोक. जी.

(पांड्या संदेश जी.)

रहेष वेण्डर, अंभार

[12]

P. 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 (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 hectares.

Q. The Vendor has agreed to sell the said agricultural fields referred in schedule to the purchaser at price of Rs. 4,61,250.00. Rupees Four Lacs Sixty One Thousand Two Hundred Fifty Only.

[.....13/-]



[13]

R. The Purchaser has requested to the Vendors to execute the se 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.

[.....14/-]

[14]

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.

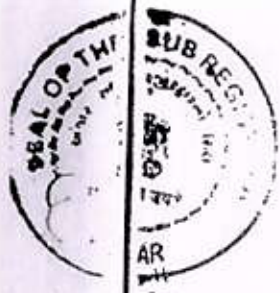
5. The Vendors will take all effective steps to get the land being conveyed by these present to be mutated in the name of Purchaser and will appear, apply, confess, sign, declare etc., before all or any authority for the said purpose.

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 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 from 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

[.....15/-]



[15]

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. 4,21,250.00	By way of D.D. No. 053875 dated 11.12.2003 of Bank of Baroda, payable at Khedoi Branch in favour vendor.
Rs. 4,61,250.00	Rupees Four Lacs Forty Sixty One Thousand Two Hundred Fifty Only.

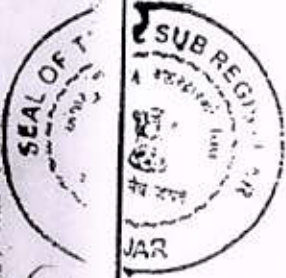
THE SCHEDULE ABOVE REFERRED TO
(Description of the property)

An agricultural field bearing old survey No. 577, area admeasuring about Acre 10-00 Gunthas, known as "Doniyun" corresponding new survey No. 502/1 area admeasuring about Acre 5-27 Gunthas equivalent to Hece 2-29-67 PRA and survey No. 502/2 area admeasuring about Acre 3-22 Gunthas equivalent to Hece 1-43-66 PRA total are Acre 9-09 Gunthas equivalent to Hece 3-73-33 PRA, situated at Village Khedoi, Taluka and Registration Sub-District Anjar of Registration District and District Kachchh in the state of Gujarat. Joint boundaries of same are as under:

On or towards East	:	Fields bearing survey No. 503/1 & 503/2
On or towards West	:	Field bearing survey No. 500
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.

[.....16/-]



[16]

Signed and Delivered by the
within named Vendor
Smt. Hansuba Sahadevsinh Vaghela
herself and as a guardian - next
friend of her minors Sandeepsinh &
Avaniba, through her constituted
POA holder **Mr. Bahadursinh**
Bapjibha Jadeja

)
) *Handwritten signature*
)
)
)
)
)
)

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.**
) *Handwritten signature*
) **Authorized Signatory**
) **K.R. Patidar**
)

in the presence of

Witnesses

Handwritten signature

Handwritten signature



① Vendor

Mr. Bahdursinh Bajji bha Tadeja

Adult. Farming - moti - Khedoi

AS a power of Attorney holder of

Smt. Hasuba Sahdevsinh Vaghela

Self and as a guardian and mother of

① Sundeepsinh Sahdevsinh,

② Avamiba Sahdevsinh both minors

Purchaser - MAN Industries (India) Ltd. Indore

through its authorised signatory

Shri K.R. Patidar - Adult. Service Indore

Executing Party

admits execution

② ~~श्री क. र. पाटीदार~~



②

Patidar

Shri Dineshchandra D. Chhaya

Bond - writer Anjar

Known to the Sub-Registrar
state that they personally know
the above executant and identify
him

Patidar — *30/12/03*

26 DEC 2003

Patidar

Sub Registrar - Anjar .



Form No. 11 is produced

26 DEC 2003

[Signature]

Sub Registrar - Anjar



Registered in

No. 5865

Book No. 1

26 DEC 2003

[Signature]

(Dun de J-J)

Sub Registrar - Anjar

