

SALE DEED

2093

IN RESPECT OF

DEED OF SALE in respect of Agricultural land situated
in sim of village Moti Khedoi, Taluka Anjar Kachchh,
Survey No. 485-5 for Rs. 1,15,000.00

EXECUTED BY

(1) JADEJA JAKHUBHA PRAGJI

(2) JADEJA NIRUBHA PRAGJI

both Adults, Indian inhabitants, Hindus, Agriculturists,
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. ९९८३१६ तारीख 9 DEC 2003
 परीदजारनुं नाम: Man Industries (I) Ltd.
 ठेकाणुं: Indore
 ररेभ्य कागणनी किमत: १००००१ - *Gain*
 परीदजारनी सही / अंगुडानी छाप:
 पंडरा चंद्रेश डी.
 (पंडरा चंद्रेश डी.)
 ररेभ्य वे०५२. अंजार

04AA 244104

१. १९६५ वी

<p>Serial No. 5863</p> <p>presented at the office of the Sub-Registrar of ANJAR between the hours of 4 and 5 on 26 DEC 2003</p> <p>Man Industries (I) Ltd. <i>K.R. Patidar</i> Authorised Signatory K.R. Patidar</p> <p><i>26112</i> Sub Registrar - Anjar</p>	<p>R.No. 2465262</p> <p>Rs. Ps</p> <p>Received fees for Registration 1800/- Photography 140/- Side (2) Postage</p> <p><u>Total 1940/-</u></p> <p><i>[Signature]</i> Sub Registrar - Anjar</p>
<p>DEED OF SALE in respect of Agricultural land situated in sim of Village</p> <p>[.....2/-]</p>	

1000Rs.



अनु. नं. १९८३१२ तारीख = 9 DEC 2003

परीदनारजुं नाम: मवज Industries (I) Ltd.

ठेडाणुं: Indore

रुपय डागलनी किमत: १००००

१.२६८८८८

परीदनारनी सही / अंगुठानी छाप

सिद्धा संदेश. ५१.

(पंडया संदेश डी.)

रुपय वेन्डर. अंजार

[2]

Moti Khedoi, Taluka Anjar Kachchh, Survey No. 485-5 for
Rs. 1,15,000.00

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/-]





अनु. नं. १७८३१३ तारीख - 9 DEC 2003

परीक्षितारणुं नाम: Man Industries (I) Ltd.

ठेडाणुं: Indore *Gain*

रुडेडुड डडगणनी डडडत: १०००० - *Gain*

ड. ड. ड. ड. ड.

परीक्षितारणी सही / अंगुठडनी धडप

ड. ड. ड. ड. ड.

(डडडड डडडड डी.)

रुडेडुड डेडुडर, अंणर

[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) JADEJA JAKHUBHA PRAGJI

(2) JADEJA NIRUBHA PRAGJI

both Adults, Indian inhabitants, Hindus, Agriculturists,
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/-]



1/10/2003 12/12/03



अनु. नं. ११९१२ तारीख - 9 DEC 2003

परीदनारंजु नाम: Man Industries (I) Ltd.

ठेसाणु: Indore

रेमप डागणली किमत: ५००/-

१. २/१२-०००

परीदनारमी राही / अंगुठानी छाप:

खंडा २/१२-०००

(पांडरा चंदेश डी.)

रेमप वेन्डर, अंजार

[4]

WHEREAS :

- A. An agricultural field well and sufficiently described in the schedule hereinafter appearing was Inam land and were 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,

[.....5/-]





अनु. नं. १७८३१७ तारीख - 9 DEC 2003
परिदलनारनुं नाम: Man Industries (I) Ltd.
ठेडाणु: Indore
रेड्यु डागणनी किमत: १००१
परिदलनारनी सही / अंगुठानी छाप
सिद्धा संदेश डी.
(सिद्धा संदेश डी.)
रेड्यु वेन्डर, अंभार

१. १/६७ ००१

[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.

[.....6/-]





अनु. नं. ११८३१९ तारीख - ९ DEC 2003

परिदजारनुं नाम: Man Industries (I) Ltd.

ठेसाणुं: Indore

रहेतप डागणनी किमत: १००१-

परिदजारनी सही / अंगुठानी छाप.

सिद्धा: २०१२.०१.

(पंडया चंद्रेश डी.)

रहेतप वेण्डर, अंजार

९. ११. ०३



[6]

E. The field referred in below schedule was entered into government account assuming as it remained uncultivated for continues period of 3 years immediate preceeding application of the said Act. An entry No. 313 to that effect in Village Form No. 6, Record of Right was duly entered into and promulgated on date 07.06.1964. However, it is pertinent to note that the name of Pragji Kesharji is reflected in the said entry probably, he might be possessing the said field.

F. On settled principles, that no land can be entered into government account without holding inquiry U/s. 37(2) of the Bombay Land Revenue Code, as such one Narshi Lalji as an administrator of Rugnathji Mandir had initiated a proceeding U/s. 37(2) of the Bombay Land Revenue Code before the Mamlatdar, Anjar and said authority vide his order No. 86

[.....7/-]



अनु. नं. १७८३१७ तारीख - 9 DEC 2003

परिद्वारनं नाम: Man Industries (I) Ltd.

केसलु: Indore

रजिस्ट्रार कार्यालय की किमत: १००/-

परिद्वारनी सही / अंगुठानी छाप:

सिद्ध. सिंह. जी.

(संख्या चंद्रेश जी.)

रजिस्ट्रार वेन्डर, अंजार

१. २६८८ १०८

[7]

dated 31.08.1967 has held that the field referred in schedule was belonged to Rugnathji Mandir. Said decision was confirmed by the then, Assistant Collector, Anjar vide order No. Case 37(2)/Confirm/Anjar/Khedoi/2/68 dated 28.08.1968 and its area was fixed at Acre 2-00 Gunthas. Pursuant to said order an entry No. 508 dated 28.08.1968 was duly entered into and certified on date 25.10.1968

G. In fact from the appointed day and prior thereto, said land was cultivated personally by one Jadeja Pragjibha Kesharji as a tenant upon the land. As such he became occupant under the said Act with transferrable and heritable rights. As such, upon application of new survey settlement to this area, an entry No. 242 was duly entered into and promulgated on date 15.12.1970.

[.....8/-]





अनु. नं. १७/१८८ तारीख - 9 DEC 2003
परीदजारनुं नाम: Man Industries (I) Ltd.
ठेडाणुं: Indore *Gain*
रुपय कागजनी किंमत: १००/-
परीदजारनी राही / अंगुठानी छाप
सिद्धा २०१२ डी.
(सिद्धा संदेश डी.)
रुपय वेन्डर, अंगर

१. २०१२ वी

[8]

H. Thereafter on sad demise of said Jadeja Pragjibha Kesharji, said land has been inherited to his two sons Jasubha Pragji and Nirubha Pragji and their names have been duly acknowledged vide entry No. 2161 in village Form No. 6, Record of Right and same has been duly certified under the provisions of the Bombay Land Revenue Code and rules made thereunder.

I. 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

[.....9/-]



[9]

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.

J. The Vendors have agreed to sell the said agricultural fields referred in schedule to the purchaser at price of Rs. 1,15,000.00 Rupees One Lac Fifteen Thousand Only

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.

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.

[.....10/-]



[10]

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.

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,

[.....11/-]



[11]

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.

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

Rs. 10,000.00 Cash at the time of agreement.

Rs. 1,05,000.00 By way of D.D. No. 053808 dated 06.12.2003 of Bank of Baroda, payable at Khedoi Branch in favour vendor.

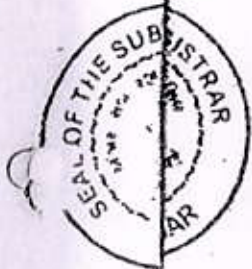
Rs. 1,15,000.00 Rupees One Lac Fifteen Thousand Only.

THE SCHEDULE ABOVE REFERRED TO
(Description of the property)

An agricultural field bearing old survey No. 569, area admeasuring about Acre 2-00 Gunthas, known as "Patdi" corosponding new survey No. 485/5 area admeasuring about Acre 2-12 Gunthas equivelant to Hectre 0-93-08 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	:	Road.
On or towards West	:	Field bearing survey Nos. 485/4
On or towards North	:	Field bearing survey Nos. 498
On or towards South	:	Waste land and thereafter field bearing survey No. 484

[.....12/-]




[12]

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 Jasubha Pragji
Jadeja Nirubha Pragji

) ૧૨૨૭ ૦૧/૨/૧૩ ૯૧
) ૦૨૦૧ ૨/૧૦/૧૩ ૯૧
)
)

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.
)
) 
) Authorized Signatory
) K.R. Patidar
)

in the presence of

Witnesses

G. P. Jadeja.

ગોપાલસિંહ. વી. જાડેજા

સુભાષીબેન રામચંદ્ર વાઘેલા



① Jakhubha Pragji Jadeja

② Nirubha Pragji Jadeja

both Adult Farming

of Moti-Khedoi

③ For- MAN- Ind. (India) Ltd, Indore
Mr. K.R. Patidar - Adult. - Indore
Executing Party
admits execution

१२३०११३१३०११

०१२०११३१३०११

③

[Signature]

① Ramchodji Sultarnji Jadeja
Farming - moti-Khedoi

② Jayvirsinh Kambhirsinh Jadeja
Treading - moti & Khedoi

state that they personally know
the above executant and identify
him

RS-JADEJA

J. O. Jadeja

26 DEC 2003

[Signature]

Sub Registrar - Anjar




Form No 11) is Produced

26 DEC 2003 

Sub Registrar - Anjar

Registered at
No. 5863
Book No. I

26 DEC 2003


(Dardu J.J.)

Sub Registrar - Anjar

