

between SARVASHRI (1) CHIMANBHAI SHIVABHAI aged about 25 Years for self and as Karta of his H.U.F. (2) BABUBHAI SHIVABHAI aged about 21 Years, (3) VISHNUBHAI SHIVABHAI aged about 19 Years; (4) JASHIBEN D/o SHIVABHAI JETHA aged about 27 Years; (5) PURIBEN Wd/o SHIVABHAI JETA aged about 55 Years; (6) CHANDUBHAI SHANKERBHAI aged about 31 Years for self and as Karta of his H.U.F. and Guardian of Minor sons Pankaj and Mukesh (7) MANUBHAI SHANKERBHAI aged about 29 Years; for self and as Karta of his H.U.F. and Guardian of Minor son Amit (8) VITTHALABHAI SHANKERBHAI aged about 27 Years for self and as Karta of his H.U.F., (9) BHIKHIBEN D/o SHANKERBHAI JETHA aged 35 Years each of them from Sr. No.1 to 9 through their Power of Attorney SHRI NATVERIAL HARIBHAI PATEL, aged about years, Hindu by religion, agriculture, residing at Village Chhatral, Taluka Kalol, District Mehsana, hereinafter referred to as "the Vendors" (which expression shall unless it be repugnant to the context or meaning thereof mean include each of them selves and their successors respective heirs, executors, assigns) of the First Part and SARVASHT (1) JYOTSNABEN Wife of Vendor Chimanbhai Shivabhai age about 22 Years (2) JASHIBEN Wife of Vendor Chandubhai Shankerbhai (3) PUSHPABEN Wife of Vendor

(4) BHARTIBEN Wife Manubhai Shankerbhai Vithalbhai Shankerbhai all Hindu by Religion, all Occupations Agriculture, all Residing at Mouje Dhanot, Taluka Kalol, District Mehsana each of them through their Power of Attorney SHRI NATVERLAL HARIBHAI PATEL, aged about 55 Years, Hindu by Religion, residing at Village Chhatral, Taluka Kadi, District Mehsana, hereinafter referred to as the "Confirming Parties" (which expression shall unless it be repugnant to the context or meaning thereof mean and include each of themselves and their respective heirs, executors, successors and assigns) of the Second Part and BPL ENGINEERING LIMITED, a Public Company governed by The Companies Act, 1956 and having its Registered Office at 13/5, Hosur Road, Bommanahalli, Bangalora - 560 068, hereinafter called "Purchaser" (which expression shall unless the same be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Third Part.

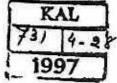
WHEREAS

I. The Vendors are seized and possessed of and otherwise absolutely, well and sufficiently entitled to all that piece or parcel of freehold non-agricultural land situate lying and being at Village Dhanot, bearing Block No.67 of Nouje Dhanot

Mehsana and Sub-District of Kalol admeasuring Acre
7-08 Gunthas equivalent to 34848.75 Sq.Yds.
i.e.29138 Sq.Mtrs. or thereabouts having access
to the State Kalol Mehsana Highway Road through the
permanent Nalia Road (hereinafter referred to as
"the Nal Road") and the said Block No.67 and the
Nal Road are respectively, delineated on the plan
annexed hereto by Red and Yellow Colour Boundary
lines and are more particularly described in the
First Schedule hereunder written (hereinafter
referred to as "the Larger Land") free from any
charges or encumbrances whatsoever.

II. The Taluka Development Officer, Kalol, by his Order No. T.P. Jaman - N.A.S.R.210/95-96 dated 27th August, 1996, has granted non-agricultural use permission for the entire area of the land that is for 29138 Sq.Mtrs. of land and the Vendors have commenced N.A. use thereof.

III. The Vendors have divided a portion admeasuring 29570.03 Sq.Yds. equivalent to 24724,31 Sq.Mtrs. from out of the Larger Land admeasuring 34848.75 Sq. Yds. equivalent to 29138 Sq.Mtrs. or thereabouts into 16 (Sixteen) private plots known



as Plot Nos. 1 to 16 (hereinafter referred to as "the Private Plots") excluding a portion of Larger Land admeasuring 5278.72 Sq.Yds. equivalent to 4413.67 Sq.Mtrs. carved out for permanent use as private internal approach road and delineated on the plan annexed hereto in Brown Colour Boundary lines (hereinafter referred to as "the Private Internal Approach Road") in order to ensure direct free and unfattered access to each such plot to the Kalol - Mehsana Highway Road through the Nal Road and the Vendors have decided to sell one-sixteenth (1/16th) undivided indivisible joint ownership in the said private internal approach road land, which one-sixteenth share comes to 329.92 Sq.Yds. equivalent to 275.854 Sq.Mtrs. to each of the holders of the Private Plots in the Larger Land with equal responsibility of each such plot holders for the preservation and maintenance thereof and thus there is a direct, free and unfettered right of access for the Purchaser of each of the private plots to the Kalol - Mehsana Highway Road through the said Hal Road and the Private Internal Approach Road.

IV. The Vendors herein have assured and undertaken that they, the Vendors shall get the division of the Larger Land into plots and Private Internal Approach Road approved by the Competent Authority and mutated in the Revenue Records.

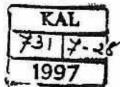
V. The Vendors further assure that N. A. permission of the Larger Land presently subsists and is not withdrawn or cancelled and further agree, assure and undertake that they the Vendors ball render all the necessary assistance to the brochaser and shall get the necessary arrangement one for change of user of the N.A. land for the industrial use desired to be made by the purchaser.

VI. The Vendors have agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase from the Vendors a portion admeasuring in all 2139.99 Eq. Yds. equivalent to 1789.30 Sq. Htrs. of the Larger Land made up of plot land known as Private Plot No.11 admeasuring 1810.07 Sq.Yds. equivalent to 1513.45 Sq.Mtrs. or thereabouts (hereinafter referred to as "the Private Plot Lend") and the said private Plot Land of the Larger Land is as delineated on the plan annexed hereto in Green Colour Boundary lines together with onesixteenth (1/16th) that is to say 329,92 Sq.Yds, equivalent to 275.854 Sq. Mtrs. undivided indivisible joint ownership in the Private Internal

> KAL ≠31 6-29 1997

Approach Road land and rights thereto in common with the other plot holder in or under or upon the Private Internal Approach Road, with equal responsibility of each of such plot holders for the preservation and maintenance thereof and more particularly described in the Second Schedule hereunder written (hereinafter called "the Said Property") at or for a price or consideration of Rs.1;17,699=45 (Rupees One Lac Seventeen Thousand Six Hundred Minetynine and Fortyfive Paise Only) calculated at the rate of Rs.55/- (Rupees Fiftyfive Only) per square yard on the terms and conditions mutually agreed upon and the Purchaser has agreed to purchase the said Property at the agreed price.

execute a Deed of Conveyance in favour of the Purchaser in respect of the said Property delineated on the plan annexed hereto by Green Colour Boundary lines together with joint ownership and rights in common in the Private Internal Approach Road and more particularly described in the Second Schedule hereunder written for the sum or consideration of Rs.1,17,699=45 (Rupes One Lac Seventeen Thousand Six Hundred Ninetynine and Fortyfive Paise Only) which the Vendors have agreed to do in the manner hereinafter appearing.



NOW THIS INDENTURE WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES AS
FOLLOWS:-

In pursuance of the said Agreement and in consideration of the sum of Rs.1,17,699=45 (Rupees One Lac Seventeen Thousand Six Hundred Ninetynine and Portyfive Paise Only) paid by the Purchaser to the Vendors on or before the execution of these presents, towards the consideration in full of this presents, (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do and each of them doth hereby acquit, release and discharge the Purchaser for ever), the Vendors do and each of them doth hereby grant, sell, assign, release, convey and transfer and assure unto the Purchaser for ever all that piece and parcel of freehold non-agricultural land situate lying and being at Village Dhanot in all admeasuring 2139.99 Sq.Yds. equivalent to 1789.30 Sq. Mtrs. being the said property made up of Private Plot Land known as Private Plot No.11 admeasuring 1810.07 Sq.Yds. equivalent to 1513.45 5q. Mtrs. together with one-sixteenth (1/16th) that is to say 329.92 Sq. Yds. equivalent to 275.854 Sq. Mtrs. undivided indivisible joint ownership in the Approach Road, both being Private Internal

| KAL | 731 | 8-28 | 1997 portions of the Larger Land namely Block No.67 - of Mouje Dhanot of Kalol Taluka in the Registration District Mehsana and Sub-District of Kalol admeasuring 34848.75 Sq.Yds, equivalent to 29138 Sq. Mtrs. or thereabouts and and the said Private Plot Land is delineated on the plan annexed hereto by Green Colour Boundary lines and the Private Internal Approach Road by Brown Colour Boundary lines and the Nal Road in Yellow Colour Boundary lines and more particularly described in the Second Schedule hereunder written together with rights in common with the other Plot Holder in or upon or under the Private Internal Approach Road and with equal responsibility of each such plot holders for preservation and maintenance of Internal Approach Road AND TOGETHER WITH all and singular the houses, out-houses, buildings or other structures, courts, yards, whatever there may be, areas, ways, wells, compounds, paths, passages, roads, water, watercourses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to that piece or parcel of land or ground belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually, held, used, occupied or

enjoyed or reputed or known as part, parcel or member thereof or be appurtenant thereto together with all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and equity of the Vendors into or upon the said piece or parcel of land or ground hereditaments and premises or any part thereof AND TO HAVE AND TO HOLD the said piece or parcel of land or ground or any part thereof hereby granted, sold, conveyed, released and assured or intended so to be with their and every of their rights, titles, members and appurtenances UNTO and to the use and benefit of the Purchaser for ever and to the end and intent that the Purchaser shall be entitled to the use of the same for ever absolutely subject to the payment of rents, taxes, assessments, rates and duties from the date of the execution hereof (the Vendors to pay all the liabilities regarding the same prior to date hereof) and which may hereafter be assessed and chargeable upon the same or which may from the date of these presents become payable in respect thereof to the State of Gujarat or Dhanot Gram Panchayat or any other local body or bodies.

 AND the Vendors do and each of them doth hereby for themselves and for each of them and their successors and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or things whatsoever by them, the Vendors or any of them or any person or persons lawfully or equitably claiming by from through under or in trust for the Vendors or any of them made done committed or omitted or knowingly suffered to the contrary they the Vendors and each of them now have for themselves and for each of them good right, full power and absolute authority to grant, sell, convey, release and assure that piece or parcel of land hereby granted, sold, conveyed, released or assured or intended to be sold, conveyed released or assigned or intended UNTO and to the use of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter upon or occupy, possess and enjoy the portion of land together with the hereditaments and privileges and benefits of the said piece or parcel of the said land and receive the rents, issues, profits and benefits thereof and of every part thereof to and for its own use and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendors or any of them and their successors and assigns or any person or persons lawfully or equitably claiming or to claim by from through under or in

trust for the Vendors or any of them or their successors and assigns AND that freed and cleared and absolutely acquitted exonerated and for ever discharged and otherwise well and sufficiently saved defended and kept harmless and indemnified of from and against all encumbrances whatsoever had made executed occasioned or suffered by the Vendors or any of them or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them or any of them AND FURTHER THAT the Vendors or any of them and all persons having lawfully or equitably claiming estate or interest whatsoever in the said portion of land or any part thereof from under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute to be done and executed all such further and other conveyances, acts, deeds, things, evidences and assurances in law whatsoever for the better and more perfectly assuring the said portion of land together with the hereditaments and premises and every part thereof UNTO and to the use of the Purchaser in the manner aforesaid and successors in title and assigns as shall reasonably be required.

The Vendors do and each of them doth hereby 3. declare and record that the Said Property is free from all or any mortgages, charges, lien, tenancy, lease, encumbrance or any other right, title and interest of any third party and that the Vendors have not created or allowed to be created and/or allowed to subsist any such mortgages, charge, lien, tenancy, lease, encumbrances or any other right, title and interest and that the Said Property is free from all or any lispendense, attachment, acquisition or requisition. Vendors further declare that they the Vendors or any of them has not received any notice under The Land Acquisition Act, Gram Panchayat Act, Epidemic Diseases Act, Defence of India Act or any other statutory enactment or other public Act declaring any part of the Larger Land or the said Property unfit for the non-agricultural use or otherwise. Further the Vendors do and each of them doth hereby agree and undertake to keep indemnified and harmless from time to time and at all times the Purchaser, its successors and assigns against all claims, action or proceedings by any person or persons claiming by, through or under the Vendors or any one of them in respect of the Said Property or any part thereof and against all costs and expenses incurred by the Purchaser, its successors

or assigns in defending any such claim, action or proceeding.

4. The said Property is now available for a non-agricultural purpose namely for Engineering Industry and the user of the said Property shall cause to be changed to the extent permissible under the Rules in force by the Vendors for such other industrial use as may be required by the Purchaser at the cost of the Purchaser and the Vendors undertake to obtain or cause to obtain all such necessary approvals and permission of the relevant authorities for this purpose.

5. The Vendors are in possession of the title deeds more particularly described in the Third Schedule hereunder written in respect of Larger Land and that they have not received nor they are in possession of any other document or title or instrument, deed or writing pertaining to the Vendors' title to the Larger Land or the Said Property or title to the Larger Land of any predecessors-in-title of the Vendors and that the Vendors have not deposited any of the said title deeds with any person by way of mortgage, lien, charge, on the said Larger Land or any part thereof

or otherwise howsoever and the Vendors undertake that the Purchaser or any other person deriving or claiming any right, title or interest either in his capacity as successors-in-title of the Purchaser or as a mortgagee or as transferee shall be entitled to inspect the said title deeds at the cost and expenses of the person demanding such inspection and that this covenant of the Vendors is a covenant running with the land and it shall enure for the benefit of and be available to Purchaser, its successors-in-title, mortgagees and transferees having any interest in the Larger Land or any part thereof shall be entitled to enforce this covenant against the Vendors, or any of them their successors-in-title, assigns or transferees of the remaining portion of the Larger Land or the said Property or any part thereof or to whom the Vendors may have given possession or custody of the said title deeds and the Vendors shall include a covenant in the conveyances that such Transferee or successors-intitle of the Vendors shall be bound by this covenant. The Vendors have also handed over to the Purchaser notarially or Competent Authority's certified true copies of the title deeds and/or documents more particularly described in the Third Schedule hereunder written.

The male Vendors do and each of them doth hereby confirm that they the male the Vendors at Sr. Nos. 1, 6, 7 and 8 have sold the Said Property to the Purchaser in their individual capacity as well as in their capacity as the Karta and Manager and/or Head of their respective families and male vendors Chandubhai Shankerbhai and Manubhai Shankerbhai at Sr. Nos. 6 and 7 also as Guardian of their minor sons for the legal necessities of each of their respective Hindu Undivided Families and for the benefit of the estate and the male and female Vendors at Sr.Nos.2 to 5 and 9 of them doth hereby confirm that they the male and female Vendors have sold the Said property in their hands to the purchaser as their independent absolute property - the male Vendors at Sr.No.2 and 3 being unmarried as on the date of this Sale-deed.

The Confirming Parties declare that they are major members of the respective HUFs, of the respective married male Vendors and that each of them - the confirming parties - doth heraby confirm the sale of the Said Property to the Purchaser and further confirm that the sale of the Said Property is for the legal necessities of the members of each of the male Vendors' H.U.F. and for the benefit of their estate.

IT IS HEREBY agreed by and between the parties hereto that the Purchaser has borne exclusively the expenses of stamp duty, registration fees, drafting charges and incidental expenses in respect of the aforesaid sale. IN WITNESS WHEREOF the Vendors and Confirming Parties have set their respective hands hereto on the day and the year first hereinabove written in the manner hereinafter appearing. 17

THE FIRST SCHEDULE ABOVE REFERRED TO: (Description of Larger Land)

All that piece or parcel of freehold nonagricultural land situate, lying and being at
Village Dhanot bearing Block No.67 of Nouje Dhanot
of Kalol Taluka in the Registration District
Nehsana and Sub-District Kalol admeasuring Acre
7-08 Gunthas equivalent to 34848.75 Sq.Yds. i.e.
29138 Sq.Mtrs. or thereabouts having access to the
State Kalol-Mehsana Highway Road through Permanent
Nal Road and the said Block No.67 and the permanent
Nal Road are respectively delineated on the plan
annexed hereto by Red Colour and Yellow Colour
Boundary lines and bounded as follows, i.e. to
say:-

On or towards East by : Block Nos.69, 71, 72

On or towards West by : Block No.68

On or towards North by : Permanent Nal Road

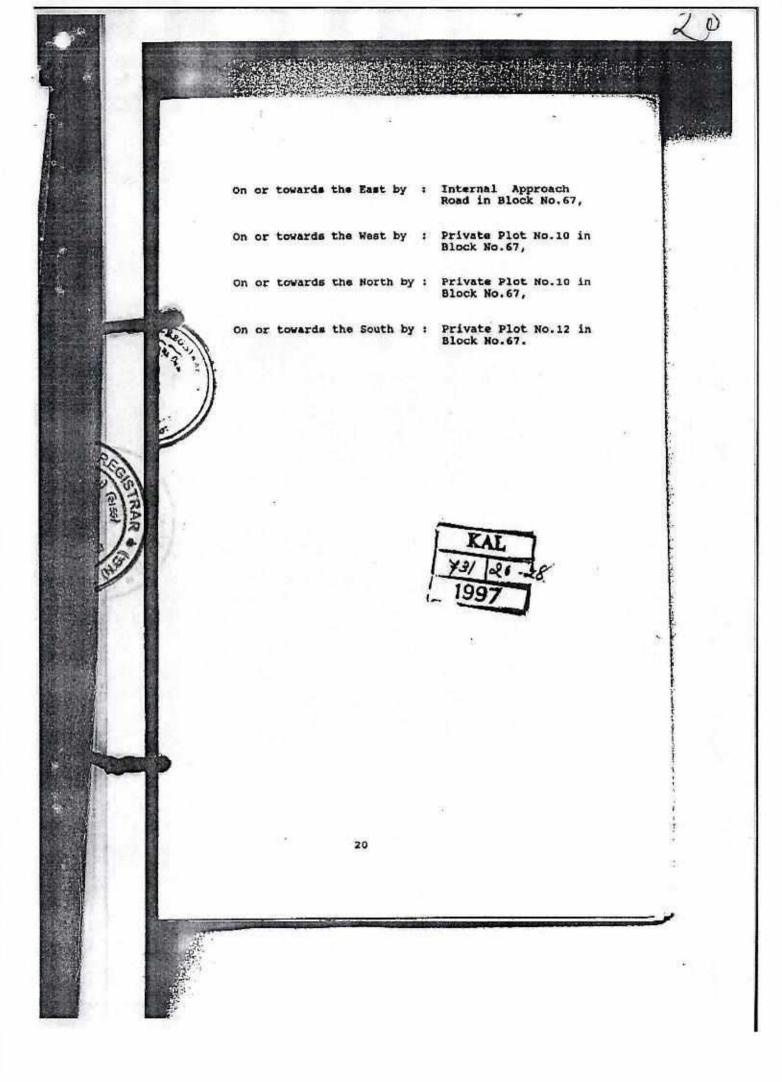
connecting Ahmedabad Mehsana Highway

On or towards South by : Kans

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THE SECOND SCHEDULE ABOVE REFERRED TO: (Description of the Said Property)

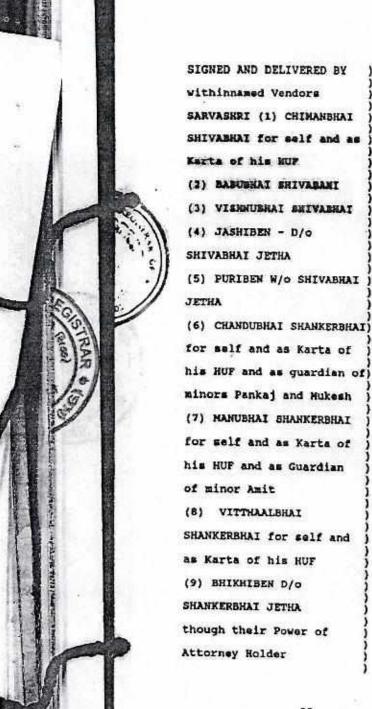
freehold All that piece or parcel of agricultural land in all admeasuring 2139.99 Sq.Yds. equivalent to 1789.30 Sq.Mtrs. thereabouts made up of plot land known as Private Plot No.11 admeasuring 1810.07 Sq.Yds. equivalent to 1513.45 Sq.Mtrs. and Private Internal Approach Road Land admeasuring 329.92 Sq.Yds. equivalent to Sq.Mtrs. representing one-sixteenth 275.854 (1/16th) undivided, indivisible share in Private Internal Approach Road - both forming part of Block No.67 of Nouje Dhanot of Kalol Taluka in the Registration District Mehsana and Sub-District of Kalol and the said Private Plot No.11 is delineated on the plan annexed hereto by Green Colour Boundary lines and the said Private Internal Approach Road is delineated on the plan annexed hereto in Brown Colour Boundary lines and having direct access to the State Kalol-Mehsana Highway Road through the Private Internal Approach Road and the permanent Nal Road on the North, Nal Road is delineated on the plan annexed hereto by Yellow Colour Boundary lines and the said Private Plot No. 11 is bounded as follows, i.s. to say: -



THE THIRD SCHEDULE ABOVE REFERRED TO: (Description of the Title Deeds)

- (1) Original N.A. Permission
 Order No. TP-JAMAN-NA-SR210/95-96 dated 27th Augest,
 1996 issued by the
 Taluka Development
 Officer, Kalol for the land
 bearing Block No.67
 of Mouje Dhanot
 for Acres 7-08 Gunthas
 i.e. 29138 Sq. Mtrs. ... 27-8-1996
- (2)(a) Certified true copies of Village Form No. 7/12
 - (b) Village form No.6
 - (c) Village form No.8/A



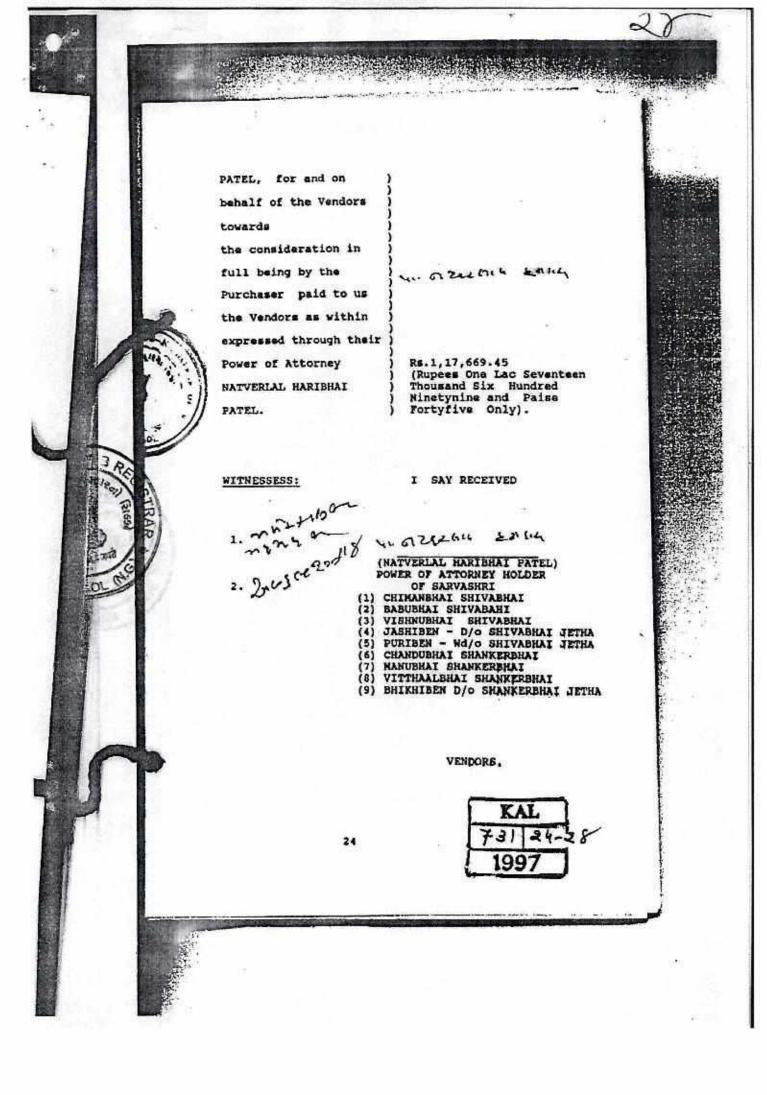


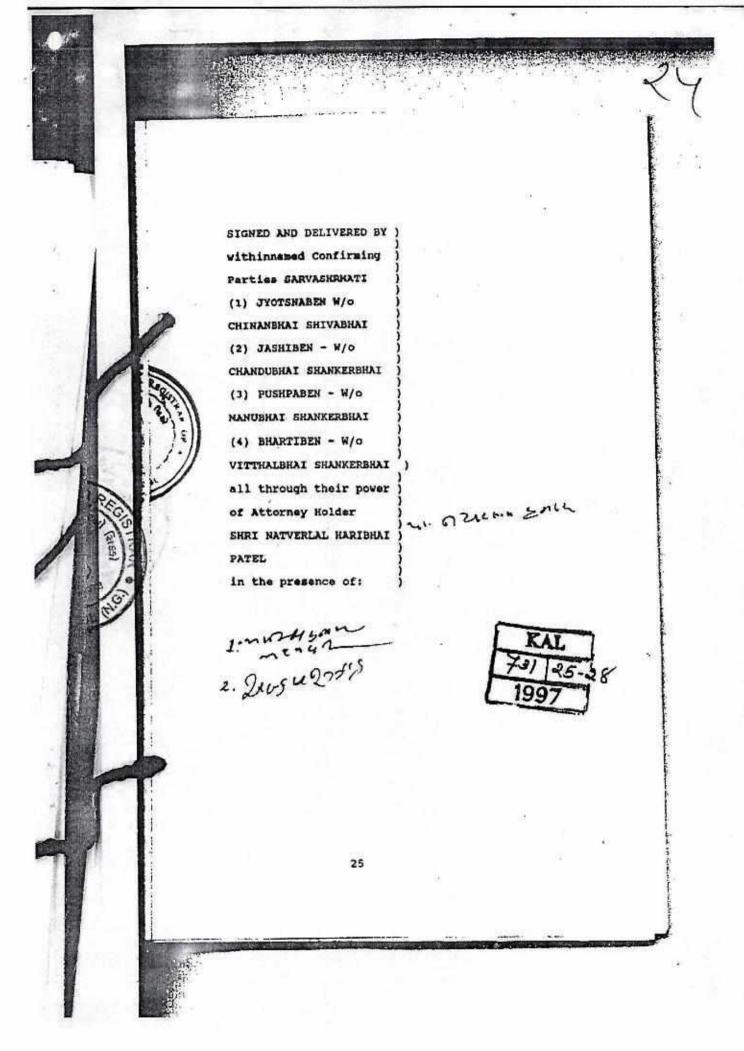


SHRI NATVERIAL HARIBHAI | W. Q Zackil EALL PATEL, in the presence of:

1. not 45000 minimum 2. Design 2508

RECEIVED of and from the Purchaser the sum of) Rs.1,17,669-45 (Rupeas One Lac Seventeen Thousand Six Hundred Minetynine and Paise Fourtyfive only) by Misse Cheques Dated 19 -3-1997 drawn on UCO Bank, Navrangpura, Branch, Ahmedabad by Messrs Singhi & Company, Advocates for and on behalf of the Purchaser in favour of) with a Zeeth Ed lin Constituted Attorney Shri NATVERLAL HARIBHAI





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Contents and meaning of this document has been read over and explained to me - the Constituted Power of Attorney Holder Shri Natverlal Haribhai Patel by Shri A.D. Saiyed of Chhatral, Taluka Kalol, District Mehsana, and he has in turn explained the contents to the Vendors in their mother tongue i.e. Gujarati language before execution of this document.

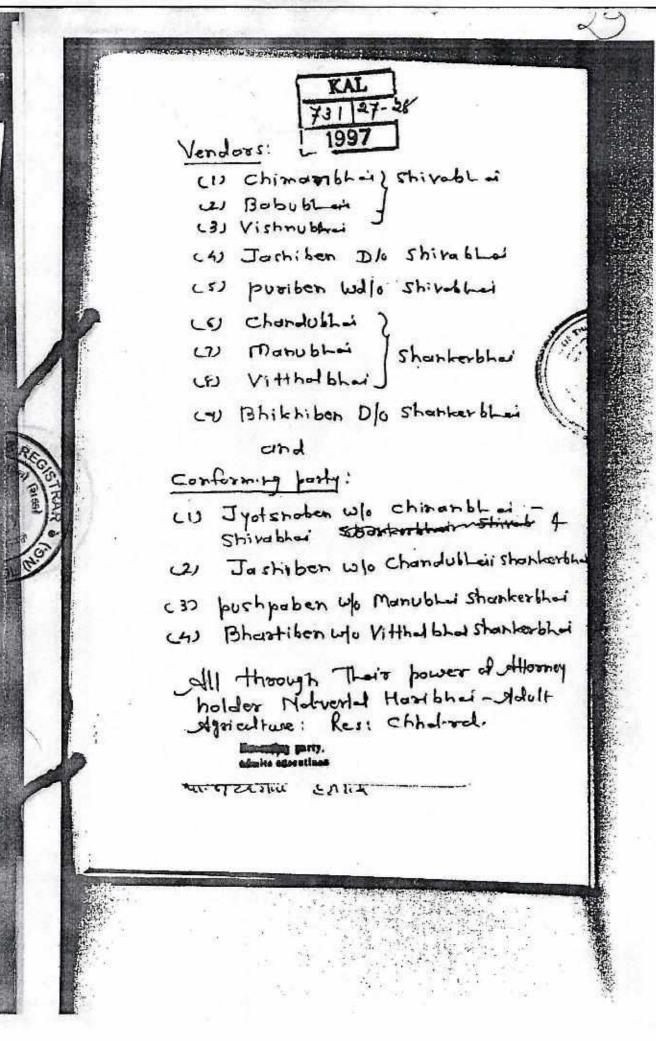
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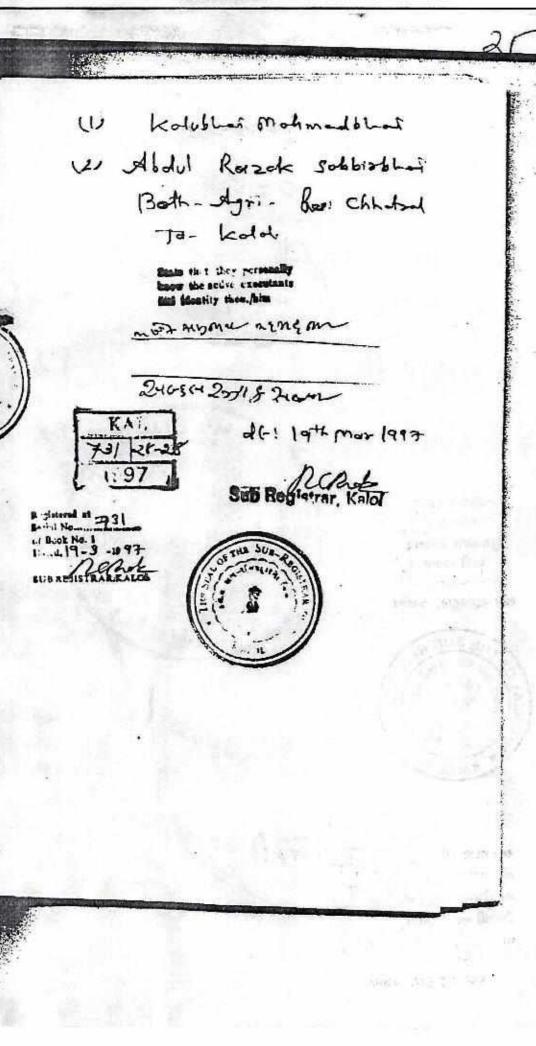
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(A.D. SAWED)

(NATVERLAL HARIBHAI PATEL)







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Date:

Sub-Registrar

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