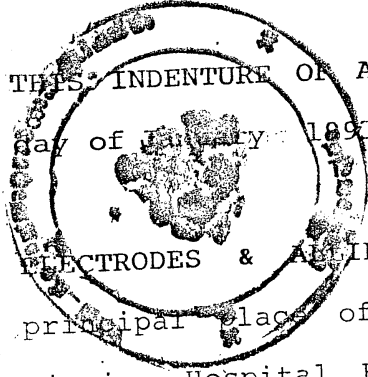
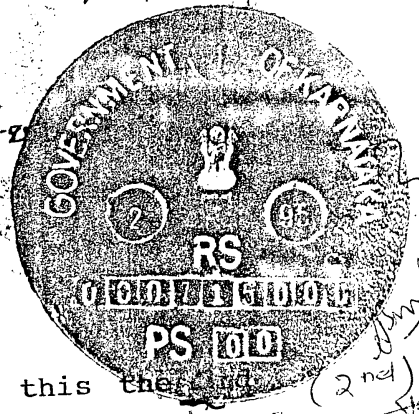


9353
9441



THIS INDENTURE OF ABSOLUTE SALE made this the

Day of January 1995 BETWEEN :

ವಿಜಾನೆ ಉಪ ನಿರ್ದೇಶಕರು
(ಮುಖ್ಯಾಂಕ ಭಂಡಾರ) ವಿಧಾನಸೌಧ,
ಬೆಂಗಳೂರು-೧

ELECTRODES & APPLIED PRODUCTS a firm having its principal place of business at No.498, Chinmayya Mission Hospital Road, Indiranagar, Bangalore-560 038, represented by its Proprietors Patel Family Trust No. 2, represented by its Managing Trustee Col.A.Sunder Raj, hereinafter called the VENDOR of the ONE PART: AND

INDIANA DAIRY SPECIALITIES LTD., a company formerly known as INDIANA ICE CREAMS LTD. incorporated and registered under the Companies Act 1956 having its registered office at 98, Kalena Agrahara, Begur Hobli, National Park Road, Bangalore-560 083, represented herein by its Vice President - Technical, Mr.V.S.S.Saibaba, hereinafter called the PURCHASER of the OTHER PART.

The terms VENDOR and PURCHASER herein shall mean and include their heirs, administrators and assigns of the respective parties as the parties themselves unless inconsistent with the context.

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ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ
ಉಪ್ಪು ನೋಂದಣಿ ಸಂಖ್ಯೆ ಕಾರ್ಯಯೋಜನೆ
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....

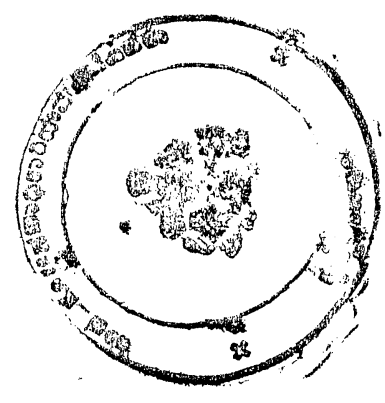
ವಸೂಲಾದ ಶುಲ್ಕ ರೂ.....
ಸೂಂಜದ ಶುಲ್ಕ.....
ನಕಲು ಶುಲ್ಕ.....
ಹಂಚಿದ ಶುಲ್ಕ.....
ಅಂಚಿ ವೆಚ್ಚಿ.....
ಇತರೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....

For Indiana Dairy Specialities Ltd.,
Authorized Signatory

For Indiana Dairy Specialities Ltd.,
Authorized Signatory

For Indiana Dairy Specialities Ltd.,
Authorized Signatory
Shankar Ray

Shankar Ray

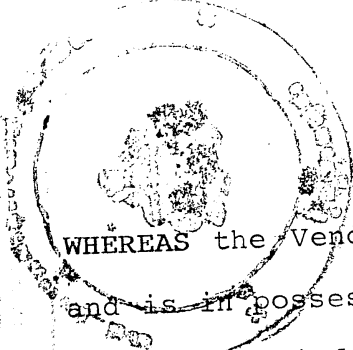


ಪುನರಾವೇಶನದ

V. Venkatesh
21/1/95
Venkatesh Reddy, H
No 75, Korasandra,
Idarogadde, (P)
Bargalor 562106

ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....

ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....
ಉಪ್ಪು ಅಂಶಪರಿಶೀಲನೆ ಸಂಖ್ಯೆ.....



: 2 :

WHEREAS the Vendor is the full and absolute owner and is in possession of all the piece and parcel of immoveable industrial converted land measuring 87,180 Sq.ft. containing seven (7) plots therein each plot having a shed with a built up area of two (2) squares to 33 squares situated in converted Survey No.34/1, situated at Bhandapura Village, Avalahalli, Biderahalli Hosakote Taluk, Bangalore district totally admeasuring 87,180 Sq.ft. more fully described in the schedule hereunder and hereinafter referred to as the SCHEDULE PROPERTY.

AND WHEREAS the Schedule Property was purchased by the vendor from Commercial Credit Corporation Private Ltd., by virtue of a deed of sale dated 11.3.1982 and registered as document No.2175 of 81-82 volume 1630 of Book I pages 235 to 239 in the office of the Sub Registrar, Hoskote Taluk, Bangalore District.

AND WHEREAS the said Commercial Credit Corporation Private Ltd., has purchased the aforesaid schedule property from V.Neelakanta Sharma under two registered sale deeds dated 15.12.1973 and 19.12.1973 and registered as document No.2404 and 2443 of 73-74 in Book I in the office of the Sub-Registrar, Hoskote.

V. Neelakanta Sharma

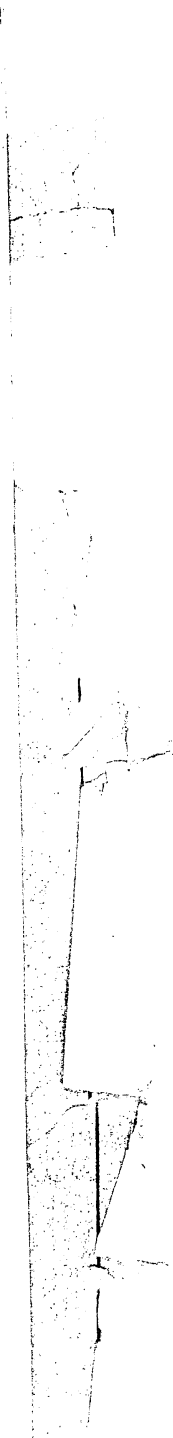
[Signature]

Thereafter the Commercial Credit Corporation Private Ltd., had applied to the Government of Karnataka for exemption under Section 20 of the Urban Land (Ceiling & Regulation) Act 1976 and the Government of Karnataka vide order bearing No.HUD/395/CUP/78 dated 5.2.1982 accorded the said Commercial Credit Corporation permission to hold the land and also to alienate the same in favour of any third parties.

AND WHEREAS the said V.Neelakanta Sharma acquired the Schedule Property forming a part of survey No.34, under a registered deed of Sale dated 21.12.1961 and registered as document No.3076 of Book I, Volume 1011, Pages 194 to 196. The entire survey number was converted by the Deputy Commissioner, Bangalore District for non agricultural purposes vide his Official Memorandum No.ALH/SR/11/68-69 dated 5.6.1970 and thereafter the Schedule Property was purchased by the Vendor from Commercial Credit Corporation as aforementioned and became the sole and absolute owner and has been in exclusive possession and enjoyment of the aforesaid property ever since.

A. Sundar Raj

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AND WHEREAS the Vendor herein is desirous of alienating the said industrial land admeasuring 87,180 Sq.ft. bearing Survey No. 34/1 Bhandapura Village, Avalahalli, Bidarhalli, Hosakote Taluk, Bangalore District more fully described in the Schedule hereunder and hereinafter referred to as the SCHEDULE PROPERTY.

AND WHEREAS the Purchaser has approached the Vendor to Purchase the Schedule Property for a total agreed consideration of Rs.55,00,000/- (Rupees Fifty Five Lacs Only) free from all encumbrances and the Vendor has agreed to sell the Schedule Property for the said consideration.

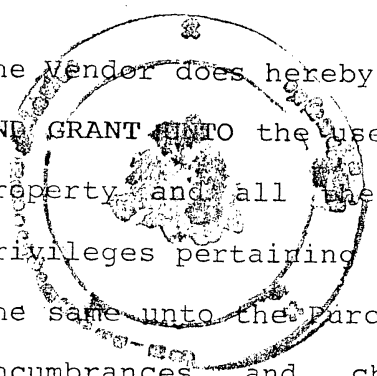
NOW THIS DEED OF INDENTURE WITNESSETH AS FOLLOWS :

1. In pursuance to an agreement to sell dated 25.12.1992 the Purchaser has advanced a sum of Rs.15,00,000/- (Rupees Fifteen Lacs Only) and the balance of consideration of Rs.40,00,000/- (Rupees Forty Lacs Only) has been paid by the Purchaser to the Vendor this day by a crossed demand draft bearing No.128601 dated 26.12.1994 drawn on Canara Bank, Trinity Circle Branch in favour of the Vendor who hereby acknowledges the receipt of the total consideration of Rs.55,00,000/- (Rupees Fifty Five Lacs Only) in full and final satisfaction of sale price.

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2

: 5 :



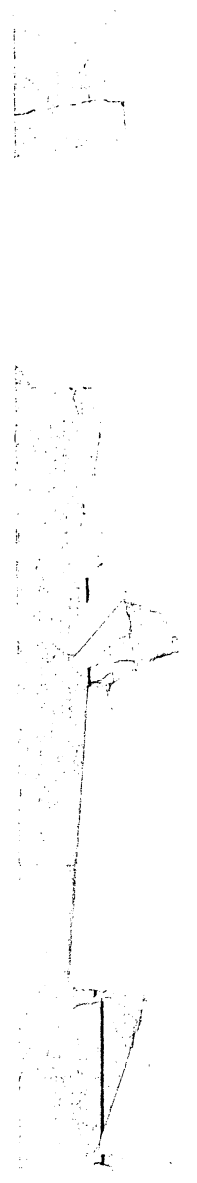
2. The Vendor does hereby **SELL, TRANSFER, CONVEY, ASSIGN AND GRANT** INTO the use of the Purchaser the Schedule Property and all the right, title, interest, and privileges pertaining thereto and **TO HAVE AND TO HOLD** the same unto the Purchaser absolutely free from all encumbrances and charges, rights and demands whatsoever by the Vendor or any person or persons claiming through it or in trust for it.

3. The Vendor does hereby declare that the Schedule Property is free from all encumbrances, lien, lis, claim or charge of any kind whatsoever and is not the subject matter of acquisition or requisition proceedings. The Vendor has not committed any act whatsoever whereby its right to convey the schedule property is affected or is liable to be impeached in any manner.

4. The Vendor does hereby undertake to do all such further acts, deed or thing as may be necessary in future to further and more perfectly assuring the title of the Schedule Property unto the Purchaser.

Pat

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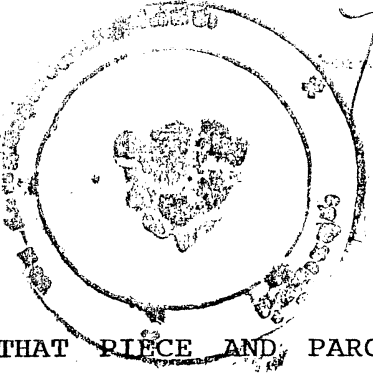
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: 6 :

5. The Vendor has paid all the taxes, levies and other revenues due in respect of the Schedule Property upto date. The Vendor does hereby covenant with the Purchaser to indemnify it against any loss or any damage sustained or incurred in any of the encumbrances or claims or by reason of any defect in its title to the schedule property or demand made for arrears of taxes or assessment or breach of any of the covenants and representations herein set out.
6. The Vendor has obtained the necessary clearance as required under Section 230-A of the Income Tax Act of 1961 and also under Section 269 UL(1) as envisaged under Chapter XX (C) of the Income Tax Act 1961 as envisaged.
7. The Vendor assures the Purchaser that it has no property or land in excess of the ceiling limit and the sale of the Schedule Property does not in any manner infringe the restrictive provisions of the Urban Land (Ceiling & Regulation) Act, 1976.
8. The Vendor has this day handed over all original muniments of title pertaining to the Schedule Property along with the vacant physical possession of the Schedule Property this day to the Purchaser, which the Purchaser duly acknowledges.

A. S. Srinivasan

Basabai



: 7 :

ALL THAT PIECE AND PARCEL OF INDUSTRIAL CONVERTED LAND including Plant & Machinery bearing Survey No.34/1 now included in Panchayat Gramatana, bearing house list No.54 totally measuring 87,180 Sq.ft. consisting of 7 plots each measuring :

1. 12513.750 Sq.ft. along with a shed measuring 18, Squares with R.C.C. Roof;
2. 13722.570 Sq.ft. along with a shed measuring 30, squares with R.C.C. Roof;
3. 14010 Sq.ft. along with a shed measuring 33, squares with R.C.C. Roof;
4. 8360 Sq.ft. along with a shed measuring 2 squares with R.C. Roof;
5. 8360 Sq.ft. along with a shed measuring 2 squares with R.C.C. Roof;
6. 9900 Sq.ft. along with a shed measuring 2 squares with R.C.C. Roof;
7. 9900 Sq.ft. along with a shed measuring 2 squares with R.C.C. Roof;

inclusive of 7002.742 Sq.ft. shown as road A and 3410 Sq.ft. shown as road B and in all total area admeasuring 87,180 Sq.ft. and as shown in the plan annexed hereto in Bhandapura Village, Bidarhalli Hobli, Avalahalli, Hoskote Taluk, Bangalore District and bounded on the -

Aruna Raj

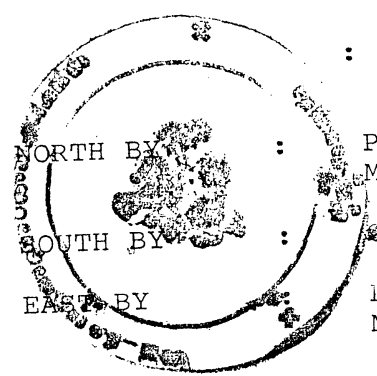
Hoskote

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353/11-25
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: 8 :

NORTH BY : Property belonging to Mr. Muniramaiah.

SOUTH BY : ~~Property~~ Road.

EAST BY : Property belonging to Messers Sterilab.

WEST BY : Property belonging to Mrs. Gowri and Mrs. Bhavani Sundaram.

Muniramaiah

2. The Present market value of the property is Rs.55,00,000/- (Rupees Fifty Five Lacs Only).

IN WITNESSES WHEREOF the parties hereto have signed this deed on the 3rd day of January One Thousand Nine Hundred and Ninety Five.

Muniramaiah
VENDOR

Vasudha
PURCHASER

WITNESSES :

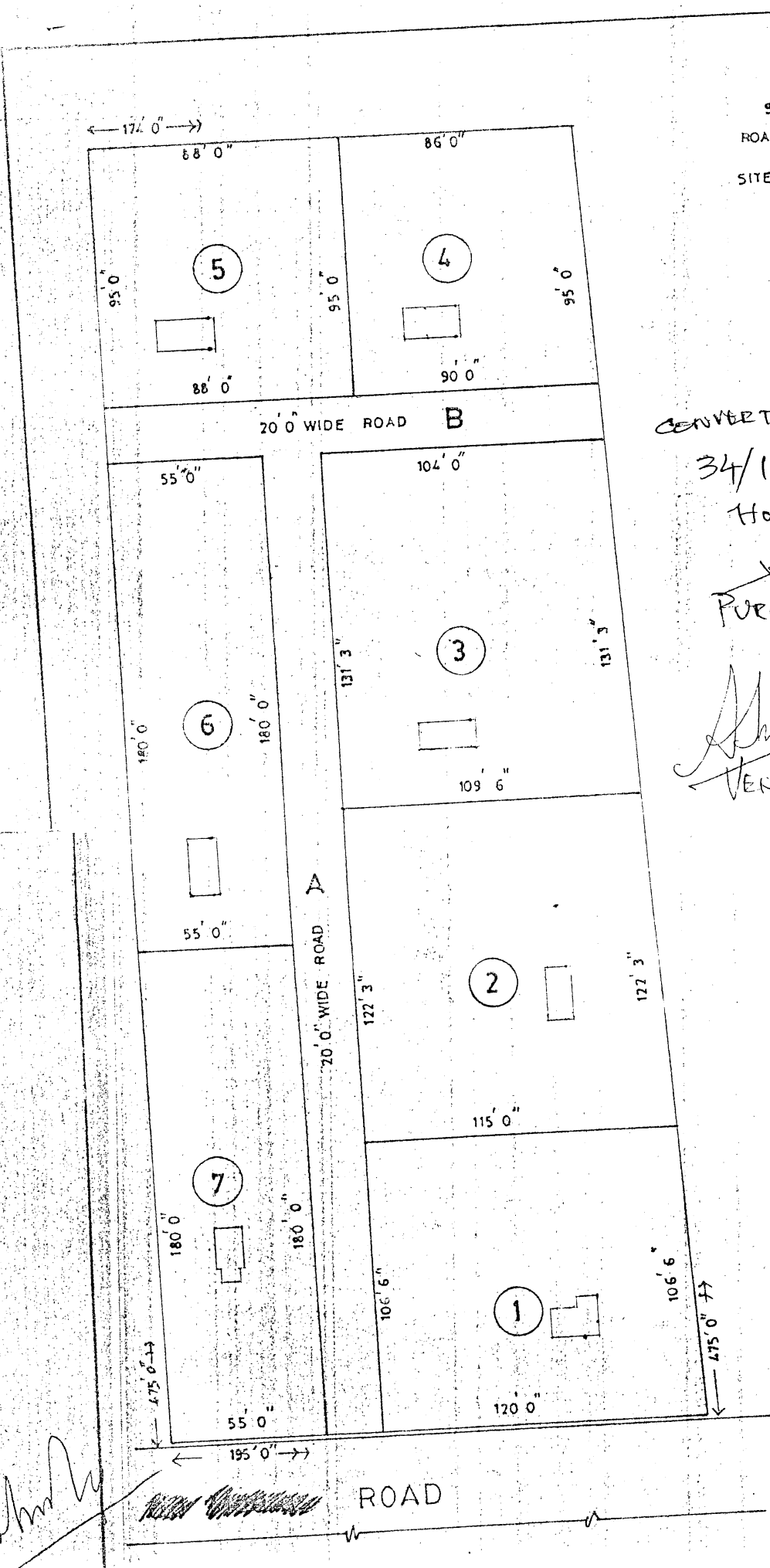
1. *J. Sivasubram*
44/116, Behind Lakshmi Tallies,
Deeraveni Nagar Post,
Ramanurthy Nagar, Bangalore-16.
2. *V. Venkatesh Reddy*

3. *Prabhu*
PRABHUKHANDA. M. PATIL
15, MEHANT SOCIETY,
SURAT.

DRAFTED BY : *B. Ramachandras*
102 4 cross I train
B.M. Nagar
Bangalore

BRAMACHANDRAS
100.

No. 71, Komandara
Hangaalde (P)
Bangalore 562106

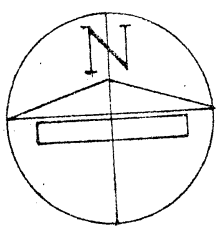


SCHEDULE OF AREA

ROAD	A - 7002.742 S
	B - 3410.000
SITE	1 - 12513.750
	2 - 13722.570
	3 - 14010.938
	4 - 8360.000
	5 - 8360.000
	6 - 9900.000
	7 - 9900.000
	87160.000

CONVERTED SURVEY NO
 34/1 BHANDPURA
 HOSKOTE TALUK
 AVALAKI
 PURCHASER

Amrinder Raj
 VENDOR -



Scale - 1cm = 20'0"

Amrinder Raj

S U M M A R Y

BUILDING AND APPURTENANCES = Rs. 85,72,657-00

LAND = Rs. 55,00,000-00

TOTAL Rs. 1,40,72,650-00

SAY Rs. 1,40,72,000-00

(RUPEES ONE CRORE FORTY LAKHS AND SEVENTY TWO THOUSAND ONLY).

M. L. Sampathraj
M. L. SAMPATHRAJ, B.E., F.I.V., F.I.E.
REGISTERED VALUER
FOR INCOME TAX DEPT
Category 1 / Vol 1 / 234 / 1992