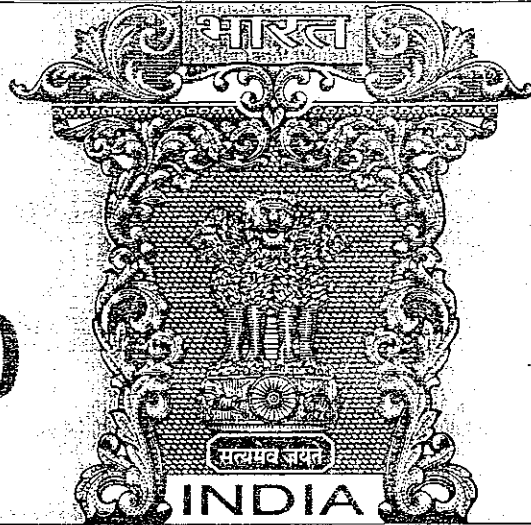


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INDIA NON JUDICIAL

Comptroller - 37A

Date - 3/6/10

पश्चिम बंगाल, WEST BENGAL

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Serial No.
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Cartridge Paper Issued.....
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Copying Fee Urgent.....
Tracing Charge for Map or Plan
Xeroxing Charges.....

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20.00
258.00

Cost of
Value to be
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Total Cost
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Sealed and
as per Order No.

Sanjay Chandra
378 dt. 3/6/10
Record Keeper
Registrar of Assurances
Kolkata

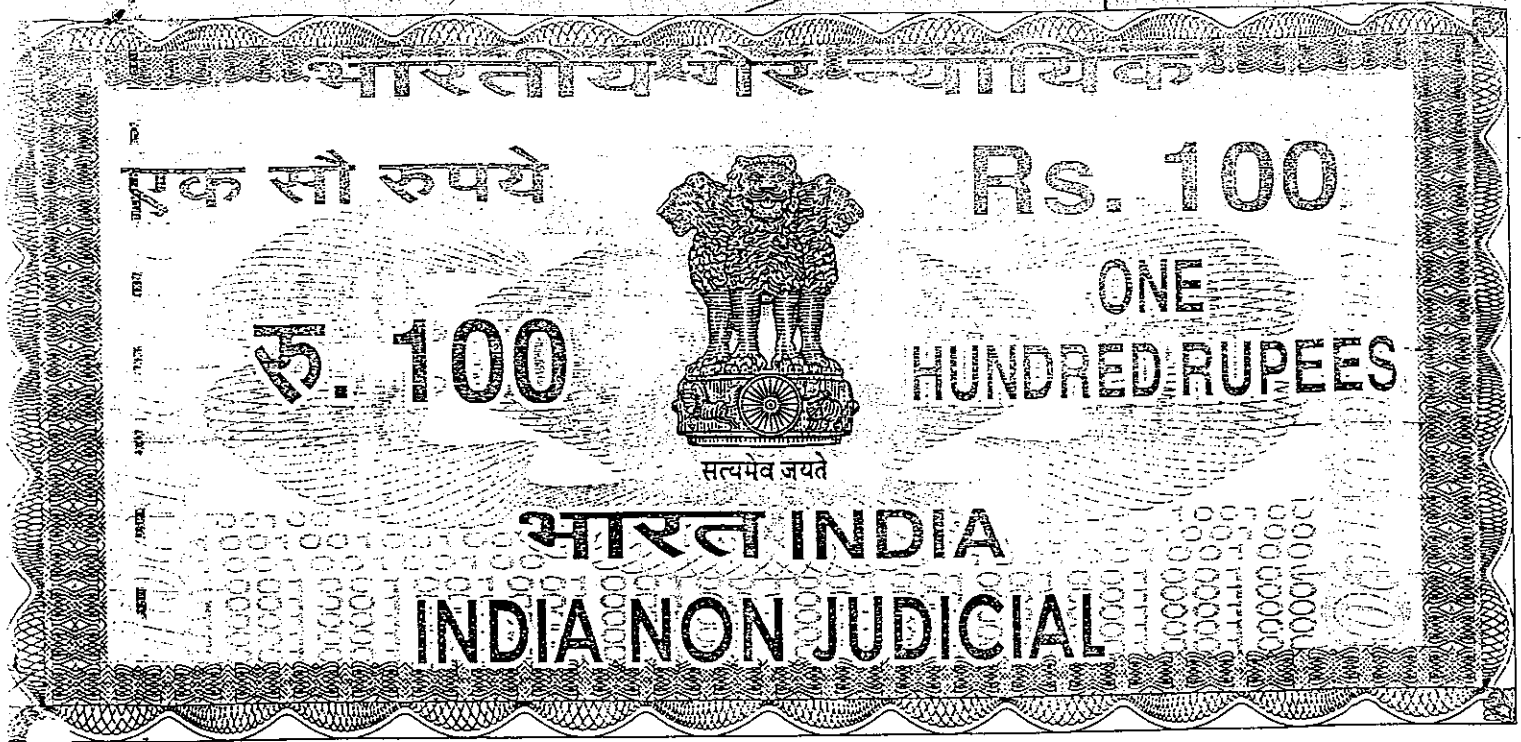
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Additional Registrar of
Assurances III Kolkata
23 JUN 2010

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पश्चिम बंगाल WEST BENGAL

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Case No - 989

3.D No 6550965/- Date 1-9-09
3.D No 40454410/- Date 1-9-09
47005375/-

A - 6550874

55M/V 59, 55, 34,052=00

Registration fees paid by draft
3.D No 155495 Date 1.9.09
OR 6550965/-

SALE DEED

Certified that the Document is admitted to
Registration and the amount paid for the
same is Rs. 155495/- and the document
is admitted to registration.

4.9.09

Signature
of Assistant Registrar

THIS SALE DEED is made at Kolkata this 2nd day of September, 2009

BETWEEN

HINDUSTAN MOTORS LIMITED (PAN NO.AAACH7328B), an existing
Company within the meaning of the Companies Act, 1956 and having its

Signature
of Hindustan Motors Limited

75401

NAME B. S. D. Chatterjee Post No. 1007
ADD/ADV 33-34 8th Ward C
RS. 33-34 8th
31 AUG 2009
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Ray Road, Post-1

Wunhatu

Rosh



6132 ✓

For Bengal Shriram Hitech City Pvt. Ltd.

Wunhatu
Director

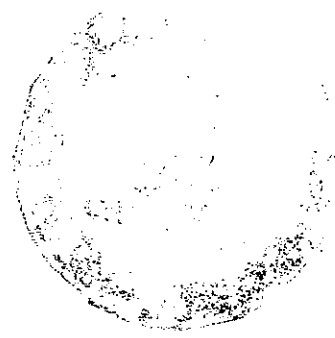


6133 ✓

For Hindustan Motors Limited

Yogesh Chandra
Yogesh Chandra
Chief Financial Officer & Company Secretary

31 AUG 2009
Additional Registrar of
Assurances III Kolkata
22 SEP 2009
31 AUG 2009



Siddhasrth Ray
S/o Late B. B. Ray
AL- 215, Sector-1
Salt Lake - 700091
Professional

Rosh

22 SEP 2009

registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata 700001 represented by its Chief Financial Officer & Company Secretary, Mr. Yogesh Goenka, son of Mr. Om Prakash Goenka, residing at "Mandeville Garden Court" First Floor, 7D/3, Anil Moitra Road, Kolkata 700 019 hereinafter called the "**Vendor**" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors) of the One Part;

A N D

BENGAL SHRIRAM HI-TECH CITY PRIVATE LIMITED (PAN NO.AAKCS3576J), a Company incorporated under the Companies Act, 1956 and having its registered office at 40-43, 8th Main, 4th Cross, RMV Extension (Sadshivnagar), Bangalore 560080 represented by its Director Mr. S. Venkataraman, son of Mr. M.N. Swaminathan, residing at 27, Lake Vista, Rama Gond, Anahalli, Bangalore 560066 hereinafter called the "**Purchaser**" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors) of the Other Part:

WHEREAS:

- (a) The Vendor was in possession and enjoyment of approximately 709 acres of land situate at mouzas Khorda Bahera, Bara Bahera, Konnagar, Kotrang, Bhadrakali and Makhla, within P.S. Uttarpara, District Hooghly in the State of West Bengal.
- (b) On an application dated May 4, 2006 filed along with a Detailed Project Report ("DPR") made by the Vendor, the Government of West Bengal (Department of Land and Land Reforms) by an order vide Memo No.2675-GE (M)/5M-03/06 dated September 13, 2006 (the "GO") granted its approval to the proposal of the Vendor as regards revival and rejuvenation plan of its Uttarpara plant and

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development of Integrated IT Township and Automotive Ancillary Park.

- (c) Accordingly out of the Vendor's holding in Uttarpara being approximately 709 acres, 314 acres of land as detailed in the Schedule of GO as also in Part I of the First Schedule hereto, was technically resumed by the Government and re-settled in favour of the Vendor for the consideration therein mentioned, with freehold rights to develop or cause to be developed the entire or part of the Property by way of development of Integrated IT Township and Automotive Ancillary Park in addition to the disposable residential area on the Property (as hereinafter defined) and to sell, lease or otherwise dispose of the whole or substantially the

whole of the Property in the manner and subject to the terms and conditions as contained in the GO.

- (d) In terms of the GO, there had been reconciliation and revision of RS Plot Nos of the land mentioned in GO comprising total area of 314 acres, to make them corresponding to LR Plots at the time of mutation of the name of the Vendor for the implementation of the project detailed in DPR. The details of RS Plot Nos and their corresponding LR Plot Nos, Khatian Nos and their respective areas as recorded in the Records of Rights at the office of BLLRO, Serampore, Uttarpara in the name of the Vendor in respect of 314 Acres of land (the "**Property**"), are more particularly described in Part II of the First Schedule hereunder written and shown surrounded by red colour boundary on the plan annexed hereto and marked as **Annexure "A"**.

- (e) By four several Deeds of Conveyance (1) dated 8th December, 2007, registered as Deed No.226 of 2008 at the Office of Addl. Registrar of Assurances III, Kolkata, (2) dated 8th December, 2007, registered as Deed No.255 of 2008 at the Office of Addl. Registrar

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of Assurances III, Kolkata, (3) dated 29th January, 2008, registered as Deed No. 531 of 2008 at the Office of Addl. Registrar of Assurances III, Kolkata and (4) dated 5th December, 2008, registered as Deed No.7409 of 2008 at the Office of Addl. District Sub-Registrar, Serampore, the Vendor granted, sold, conveyed and transferred unto the Purchaser (1) 61.509 Acres of land at Mouzas Makhla, Bhadrakali and Kotrang (2) 63.880 Acres of land at Mouzas Konnagar, Kotrang and Barabahara (3) 63.020 Acres of land at Mouzas Konnagar, Barabahara and Khordabahera and (4) 62.800 Acres of land at Mouzas Konnagar and Khordabahera respectively, aggregating 251.09 Acres for the consideration therein mentioned.

(f) In view of the sale mentioned in clause 'e' hereinabove, the Vendor is now seized and possessed of and/or otherwise well and sufficiently entitled to All Those pieces of land measuring 62.791 Acres situate at Mouzas Khordabahera and Konnagar, District Hooghly in the state of West Bengal (hereinafter referred to as "the Premises"), more particularly described in the Second Schedule hereunder written and and shown surrounded by green colour boundary on the plan annexed hereto and marked as **Annexure "B"**.

(g) The Vendor has represented to the Purchaser as follows:

- (i) Subject to the compliance of the terms set out in the GO, the Vendor holds good, clear and marketable title over the Premises, free from all encumbrances, lispendens, acquisition, requisition or trust of any nature whatsoever;
- (ii) the name of the Vendor has been recorded as a "Raiyat" in respect of the Premises in the Record of Rights maintained at the office of Block Land and Land Reforms Officer ("BL&LRO") Serampore, Uttarpara, giving the relevant L.R.

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Dag Nos and the corresponding R.S. Dag Nos., Khatian Nos. and their corresponding areas morefully mentioned and/or comprised in Part II of the First Schedule hereunder written;

(iii) the Vendor has been and shall comply with all the terms and conditions of GO other than the development of the Property which shall be the responsibility of the Purchaser, and provide the Purchaser with a confirmation of filing the intimation to the Government and other authorities in terms of GO, and accordingly, the Vendor undertakes to invest Rs. 85,00,00,000 (Rupees Eighty five crores only) in accordance with the GO which shall be raised out of development of Integrated IT Township and Auto Park and disposal of the Property to finance the economic revival and rejuvenation of its existing Automotive Industrial Complex at Uttarpara and inter alia, towards modernization of its plant and equipment, settlement of outstanding payments of employees and fund the working capital requirements as set out in the GO;

(iv) the Vendor has paid upto date revenue and taxes in respect of the Premises. The Vendor shall indemnify and keep the Purchaser indemnified against all actions, claims and demands in this respect up to the date of these presents.

(h) Relying on the representations of the Vendor and believing the same to be true and on the faith thereof, the Purchaser has agreed to purchase and the Vendor has agreed to sell the Premises admeasuring 62.791 acres more or less, more particularly described in the Second Schedule hereunder written and shown surrounded by green colour boundary on the plan annexed hereto and marked as Annexure "B" free from all encumbrances, for due development thereof in accordance with the GO. at or for the price

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of Rs.59,02,35,400/- (Rupees Fifty nine crores two lacs thirty five thousand four hundred).

- (i) At the request of the Purchaser the Vendor has agreed to execute this Sale Deed in respect of the Premises in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH THAT in consideration of Rs. 59,02,35,400/- (Rupees Fifty nine crores two lacs thirty five thousand four hundred) paid by the Purchaser to the Vendor on or before the execution of these presents, being the full consideration money agreed to be paid as aforesaid (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit, release, exonerate and discharge the Purchaser as well as the Premises forever) the Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser clear and marketable title of and in **ALL THAT** the land, hereditaments and premises situate and lying at Mouzas Khorda Bahera and Konnagar within Kanaipur Panchayat, Police Station Uttarpara, District Hooghly in the State of West Bengal admeasuring an area of 62.791 acres and more particularly described in the Second Schedule hereunder written and as shown surrounded by Green colour boundary on the plan annexed hereto and marked as **Annexure "B"** (hereinafter collectively referred to as the "Premises") **TOGETHER WITH** all and singular, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, paths, passages, areas, water courses, lights, liberties, privileges, easements, profits, advantages, rights, and appurtenances whatsoever to the Premises or any part thereof belonging or in any way appertaining to or with the same or any part thereof now or at any time hereto usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto **AND ALL** the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the

Vendor into out of and upon the Premises or any part thereof **TOGETHER WITH** the benefit of all the documents of title, muniments, vouchers and other evidence of title and writings in respect of the Premises and every part thereof **TO HAVE AND TO HOLD** all and singular the Premises hereby granted, conveyed, transferred and assured and intended or expressed so to be with all and every of their rights, title, interest, privileges and appurtenances free from all encumbrances, liens, charges, lispendens, acquisition, requisition or trust of any nature whatsoever unto and to the use and benefit of the Purchaser **SUBJECT** to the Purchaser observing and complying with the terms and conditions of the GO as applicable for the development of the Integrated IT township and Auto Park stated therein.

AND THE VENDOR HEREBY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS COVENANTS WITH THE PURCHASER

THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for the Vendor made, done, committed, omitted or willingly suffered to the contrary the Vendor now has in itself good, right, full power and absolute authority to grant, convey, transfer, assign, assure and confirm the Premises hereby granted, conveyed, transferred, assured and confirmed or intended or expressed so to be unto and to the use of the Purchaser as specified in the GO in the manner aforesaid;

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess, develop, deal with, dispose off and enjoy the Premises hereby granted, conveyed, transferred, assigned, assured and confirmed with their appurtenances in terms of GO;

AND to sell, lease, deal with or otherwise dispose of the whole or substantially the whole of the Premises and , to receive the rents, issues

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and profits thereof and of every part thereto and for its own use and benefit or otherwise without any suit, unlawful eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor its successors or assigns or any of them or from or by any person or persons lawfully or equitably claiming or to claim by from, under or in trust for the Vendor or any of them;

AND THAT the Vendor has freely, clearly and absolutely acquitted exonerated, released and forever discharged the Purchaser or otherwise the Vendor has well and sufficiently saved, defended, kept harmless and indemnified the Purchaser of, from and against all former and every other estates, title, charges and encumbrances whatsoever already created executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming from under or in trust for the Vendor;

AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest at law or in equity in the Premises hereby granted, conveyed, transferred, assigned, assured and confirmed or any part thereof by from under or in trust for the Vendor or its successors 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 or cause to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better further and more perfectly and effectually and absolutely granting, conveying, transferring, assigning and assuring the Premises and every part thereof granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its successors and assigns or its or their counsel or counsels-in-law for assuring the Premises and every part thereof granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid;

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AND THAT the Vendor shall and will at all times unless prevented by fire or some other inevitable accident from time to time and at all times hereafter at the request and cost of the Purchaser or any person or persons having or lawfully or equitably claiming through, under or in trust for the Purchaser produce or caused to be produced to the Purchaser, their agents or attorney, or in any Court as they shall direct, the deeds and writings relating to title to the Premises and also furnish to the Purchaser or their agent or attorney copies or extracts from the said deeds and writings and shall and will in the mean time keep the same safe, uncanceled and undefaced unless prevented from so doing by one or other inevitable accident.

THAT THE VENDOR DOTH HEREBY FURTHER COVENANT WITH THE PURCHASER

That the Vendor has not violated any of the commitments made to Government of West Bengal and the Vendor for itself, its successors and assigns covenants with the Purchaser that it has been and shall strictly observe and comply with all the terms and conditions of the GO save and except the development of the Property for which the Purchaser is responsible including but not limited to informing the Government of West Bengal and/or other Monitoring Committee of the sale and transfer of the Premises to the Purchaser, utilizing the sale proceeds to finance economic revival and rejuvenation of its existing automotive industrial complex at Uttarpara in accordance with the GO

AND THAT all rates, revenue, taxes, assessments and outgoings in respect of the said Premises payable to the State Government, Kanaipur Panchayat and/or any local body or authority for the period upto the date of these presents, whether assessed, imposed or levied before or after the date of delivery of these presents for the period upto the date of these presents but not those levied or imposed subsequently by any enactment or amendment, shall be paid by the Vendor and the Vendor

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shall keep the Purchaser indemnified against all actions, claims and demands in this connection;

AND THAT the Vendor shall keep the Purchaser harmless and indemnified from all actions, suits, proceedings, costs, charges, penalty, damages and demand arising out of and in respect of the title of the Vendor to the Premises.

AND THAT the Vendor has not used, generated, stored, treated, disposed of or released any hazardous, toxic, dangerous substances and/or wastes on, under or about the Premises except in compliance with all applicable Environmental Laws and Regulations and that the Vendor has not received any claim, notice, order, directive, or information request from any environmental agency, private corporation, person or other entity alleging liability under or violation(s) of any Environmental Laws at the Premises;

AND THAT the Vendor shall sign all such papers as may be required for mutation of the name of the Purchaser in the Records of Rights at the office of BL&LRO and/or in the Records of Assessee at the office of Kanaipur Panchayat in respect of the Premises.

AND THAT the GO and/ or any directives of the Monitoring or other committee/s of the Government, granted to Vendor in connection with the Project are valid and subsisting and have not been revoked / cancelled or modified in any manner whatsoever to affect the Purchaser's possession, occupation and enjoyment of the Premises in terms of the GO at any time and that no notices / show cause notices, proceedings or disputes from the Government are pending in respect of the Premises in any court of law.

AND THAT there is no order or decree or injunction or any winding up proceeding or any other restrictive order by any court of law or authority

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or Government department restraining the Vendor from transferring the Premises to the Purchaser.

AND THAT the Vendor subsequent to the GO has not received any notice of acquisition or requisition from the Government or local body or authority affecting the Premises.

AND THAT the Vendor shall (i) co-operate with and assist the Purchaser in development of the Premises; (ii) sign and execute all deeds, documents and papers as may be necessary or reasonably required by the Purchaser for obtaining necessary regulatory permissions, approvals, sanctions and consents from the departments concerned for development and/or transfer of the Premises and (iii) ensure and fulfil all its commitments under the GO other than the development of the Property for which the Vendor will rely on the Purchaser.

AND THE PURCHASER HEREBY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS COVENANTS WITH THE VENDOR that it shall strictly observe and comply with all the terms and conditions of the GO for the development of the Premises and endorse a copy of the plans, documents and intimations to be sent to the Government and other authorities to the Vendor.

AND THAT THE PARTIES HERETO CONFIRM:

THAT recitals of this Sale Deed form part and parcel of the operative part of this Sale Deed and shall be read accordingly.

AND THAT the stamp duty and registration charges in respect of this Sale Deed has been borne and paid by the Purchaser. This Sale Deed is being registered at the proper registration office of Registrar of Assurances, Kolkata within the time limit prescribed by the Registration Act, 1908. The Vendor and the Purchaser shall take effective steps for

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registration thereof. Each party shall bear and pay the professional fees of their respective legal advisors.

AND THAT the Vendor has delivered vacant and peaceful physical possession of the Premises as shown in the map attached hereto to the Purchaser on the date of these presents against full payment, the possession whereof the Purchaser hereby acknowledges and confirms.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART-I

(Details of the "Property" as given in GO)

All Those pieces or parcels of land hereditaments and premises measuring 314 acres situate at mouzas Khorda Bahera, Konnagar, Bara Bahera, Kotrang, Bhadrakali and Makhla, P.S. Uttarpara, District Hooghly in the State of West Bengal, the details of the Mouzas, J.L.Nos. and Plot Nos. are as follows :

Mouza Khorda Bahera : J.L.No.6, Phase-I

Plot Nos. 733, 728, 727, 726, 725, 346, 343, 342(P), 1174, 727, 723, 722, 721, 720, 728, 729, 718, 719, 732, 717, 716, 715, 712, 709(P), 708, 568, 596, 595(P) 507(P), 608, 607, 606, 605, 604, 603, 599, 600, 602, 601, 678, 629, 630, 631, 627, 616, 1176, 629, 637, 638, 636, 1184, 610, 611, 411, 412, 413, 410, 484, 485, 1126, 478, 476, 477, 480, 1129, 1127, 475, 519, 520, 509, 510, 511, 522, 1174, 1175, 1176, 1134, 1151, 1153, 443, 415, 414, 413, 411, 410, 408, 409, 419, 420, 434, 436, 473, 1111, 1115.

Mouza Konnagar, J.L.No.7, Phase-I

Plot Nos. 375, 374, 376, 545, 352, 357, 378, 373, 379, 547(P), 328, 327, 330, 350, 334, 338, 335, 332, 351, 349, 348, 361, 360, 356, 358, 371, 370, 381, 378, 377, 540, 340, 335, 338, 570, 341, 544, 543(P), 549, 550, 581, 532, 531, 384, 383, 382, 347, 362, 363, 364, 369, 368, 342(P), 343(P), 345, 346, 365, 366, 367, 388, 389, 386, 385, 533, 522,

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516, 511, 515(P), 510(P), 1002, 525, 557, 526, 1001, 391, 528, 529, 790, 392, 395(P).

Mouza - Konnagar, J.L.No.7, Phase-II

Plot Nos.560, 473, 474, 477(P), 475, 491, 492(P), 493, 494, 496, 497, 498, 489, 461(p) 460(P), 426(P), 418, 419, 423(P), 421, 413, 417, 676, 422(P), 412, 404, 405, 1007, 509, 408, 499, 500, 501, 502, 503, 504, 506(P), 508, 509(P), 507(P), 398(P), 1189(P), 642, 641, 1160, 609, 606, 644, 612(P), 654, 652, 656, 650, 649(P), 1435, 1434, 1441, 1436, 1437, 1442, 1440, 1438, 659, 1433(P), 1450, 1443, 1680, 1683, 1452, 1453, 1679, 1982, 1454, 1678, 1457, 1677, 1683, 1459(P), 1676, 1673, 1684, 1685, 1672, 1674, 1675, 1490(P), 435, 431, 422, 1672, 553(P), 436, 434, 430, 432, 421, 424, 430, 425, 426(P), 427, 460, 461, 462, 463, 457, 456, 455, 578, 500, 448, 449, 447.

Mouza Bara Bahera, J.L.No.5, Phase-I

Plot Nos.678, 679, 680, 681, 682, 677, 684, 685, 689, 690(P), 657(P), 658(P), 687, 686, 662, 664, 665, 666, 667, 663, 661(P), 668, 675, 673, 671, 672, 670, 1203, 1204, 1205, 1709, 1609, 1690, 1983(P), 1264, 1265, 1236(P), 1261(P), 1253(P), 1258(P), 1256, 1257, 1254, 1250, 1252, 1253(P), 1249(P), 1247, 1248(P), 1246, 1245(P), 1530, 1508, 1534(P), 1533(P), 1532(P), 1530, 1531(P), 1516, 1514, 1513(P), 1511(P), 1509(P), 1507(P), 1499(P), 1498, 1497(P), 1493, 1665, 1863, 1659, 1862, 1664, 1666, 1667, 1661, 1660, 1668, 1669, 1670, 1619, 1687, 1685, 1692, 1693, 1694, 1641, 1642, 1644, 1643, 1645, 1646, 1640, 1696, 1639, 1631, 1697, 1699, 1698, 1700, 1709, 1701, 1703, 1632, 1629, 1628, 1627, 1672, 1844.

Mouza Khorda Bahera, J.L.No.6, Phase-II

Plot nos.703, 749, 701, 698, 612, 408, 640, 644, 642, 643.

Mouza Kotrang, J.L.No.8, Phase-III

Plot Nos.94, 12, 19, 18, 70, 69, 68, 621, 263, 68, 75, 73, 240(P), 238, 76, 81, 73(P), 75(P), 68(P), 67, 66, 80, 194, 193, 195, 148, 146, 144,

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140, 147, 149, 150, 143, 151, 157, 155, 148, 156, 154, 159, 182, 183, 180, 185, 184, 201(P), 186, 196, 192, 191, 190, 204, 205, 174, 175, 165, 164, 163, 178, 177, 171, 170, 172, 173, 181, 206(P).

Muza Bhadrakali, J.L.No.9, Phase-III

Plot Nos.184, 185, 183, 18, 73, 175, 139, 208(P), 238, 148, 231, 225, 243.

Mouza Makhla, J.L.No.9, Phase-III

Plot Nos.1503, 1504, 1577, 1571.

PART II

(Details of the "Property" as per ROR)

All That the land, hereditaments and premises admeasuring 314.0 Acres situate at Mouzas Konnagar, Kotrang, Bhadrakali, Bara Bahera, Khorda Bahera and Makhla, P.S. Uttarpara, District Hooghly in the State of West Bengal, the details of the Mouzas, Khatian Nos. J.L.Nos., L.R. Plot Nos. corresponding R.S. Plot No. and their respective areas are as follows:

L.R. PLOT NOS.	CORRESPONDING R.S. PLOT NOS. AS PER RECORD OF RIGHTS DATED 27.05.2009	TOTAL AREA (In acres)
MOUZA - KOTRANG (J.L. No. 8) (Khatian No. 5690)		
148	159/646	0.620
150	139, 158, 163, 164, 165, 170 to 172, 176,	24.580
151	645, 12, 13 to 19, 64, 66 to 81, 143 to	1.880
152(P)	157, 159, 173 to 175, 177, 178, 180 to 186, 190-196, 201, 204-206, 140, 94, 621, 238, 240, 263	18.873
	Sub total	45.953
MOUZA - KONNAGAR (J.L. No. 7) (Khatian No. 11721)		
4473	568, 335, 334, 330, 329, 307, 354, 790, 392, 395, 391, 528, 529, 515, 525, 526, 1001, 374, 375, 376, 545, 352, 357,	2.240

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	378,373,379,547,328,327,350,338,332,351,349,348,360,361, 1007,341,544,356,358,371,370,381,377,540, 340,570,578, 549,550,581,532,531,384,383,382,347,362,363,364,369,368,365,366,367,342,343,345,346,388,389,386,385,533,522, 516,511,510,1002,543	
4474 (P)	568, 335, 334, 330, 329, 307, 354,435,431,422,436,434, 432,424,425,426,427,460,461,462,463,457,456,448,449,447,500,501-504,506-509,398,612,641,642,649,650,652, 654,656,606,609,659,430,644,676	55.674
4475(P)	487/10006	0.790
4476(P)	404,405,408,412,413,417-419,439,560,561,479,437,438, 588,452,453,454,440,441,450,451,443,444, 448,556-558,489,421-423,398,1992,1160, 473-475,477,491-494,496-498,460,461,499,553,1433-1438 1440-1443,1450,1452-1454,1457,1459,1490,1672-1680, 1683-1685,1982,1160,1179,1992,1160,1672-1680,1683-1685,1179,404,	42.875
4499(P)	465	4.760
	Sub total	106.339
MOUZA - BHADRAKALI (J.L. No. 9) (Khatian No. 7693)		
188	181 to 186, 139, 170 to 173, 624, 625, 193,	0.780
192	207, 208, 210, 169, 148, 231, 226, 225, 218,	16.865
193	243, 260, 217, 73,18,175,238	1.440
301(P)	181, 182, 185, 186, 188	27.632
	Sub total	46.717
MOUZA - BARA BAHERA (J.L. No. 5) (Khatian No. 3847)		
1515	1535, 1536, 1533, 1534, 1242-1266, 1726 to 1760, 1625, 1269, 1639 to 1649, 1653, 1638, 1803, 1650, 4709, 1657,1011, 1512,,1516,1862,1609,1983,1631,1659-1661,1627,1844,1863,1672,1513,1632, 1203,1204,1205,1308,1514,1619,	4.725
3444	1534, 1533,1511, 1512,677-682,657, 658,689,690,1507-1509,661-668, 670-673,675, 1530,1531,1628,1629,684-687	30.150
3663	1436, 1438, 1443, 1482	0.625
3664	1436, 1437, 1438, 1480, 1667,1497-	5.033

	1499,1493,1664,1665,1666,1668-1670	
3665	1691, 1687, 1685,1690	0.814
3666	1691, 1689, 1693, 1699,1700,1701,1703	0.350
3667	1691, 1689, 1692, 1693,1694,1696,1697,1698,1700,1701,1709	3.523
	Sub total	45.220
MOUZA - KHORDA BAHERA (J.L. No. 6) (Khatian No. 1677)		
1627	481,1132,1133,1151,1152,1153,1134,112 9,1127,475,478,480,484,485,	0.796
1628	1135	0.082
1644	1178, 622 to 624, 1185, 644, 650 TO 653,649,1175,627,629,640,642,643	2.091
1645	619,1196,1197 to 1199	0.518
1646	483	0.457
1647(P)	482, 484, 1129 to 1131, 1137,1138,1154 to 1159, 519, 520, 1217, 522,549,439- 463	2.740
1676	480, 1126 to 1128, 476 to 478,1115,1111,473,	0.842
1886	1175, 1176, 616 to 618, 625, 1218 to 1220.	1.100
1887	1177, 626, 628, 613, 605 to 607; 586, 1172, 1173, 615,603,629	1.862
1888	583, 591, 598, 588, 1172,575, 606, 602, 613, 626 to 628, 624,568,509-511,522	1.120
1889	650, 583, 591, 604, 602,628, 622 to 624, 627, 631, 641,659,642,588,598,613	0.520
1890	640	0.520
1891	1184, 1183,661,1201,630,631,636- 638,604,607,608,599-602,595,596,612, 630,709,632	6.220
1892	600 to 604, 1882,606,404,415,414,413,419,408- 411,420,346,342,343,	0.255
1893	624, 627, 1179, 1180, 613,608	2.990
1894	583,594,585, 582,581,588	3.404
1895	1174, 1182, 598, 600,494,495,434,480,484,410-413	0.280
1896	1181, 630, 705, 706, 1209 to 1214, 708 to 710, 720 to 726	9.677
1897	697, 698, 1206, 1207	0.306
1898	749, 662, 665, 667, 681 to 683, 685 to 689, 693 to 696, 700 to 702, 1207, 1208,712,715-723,725-729,	7.925
1899	1208, 702, 683, 684, 686, 665, 664, 667, 668	0.826
1900	665, 667, 668, 684, 686,678,698	0.423
1901	666, 669, 670 to 680, 1203 to 1205,	9.685

	703,1174,1176,610,611,616,627,1175	
1902	711, 712, 727	0.577
1903	715, 719	0.325
1904	713, 714, 1215, 1216, 716 to 718, 728 to 733, 704	3.983
1886/ 1986	1217 to 1219	0.080
	Sub total	59.604
MOUZA - MAKHLA (J.L. No. 11) (Khatian No. 5853)		
420	396/3110	0.210
432	407	0.850
1503	1503	0.120
1504	1504	2.140
1505	1502/2521	0.440
1538	1540	0.240
1559	1571	2.840
1560	1577	2.220
1561	1580	0.710
1566	1584/2533	0.010
1591	1504/2534	0.040
1593	1604/2535	0.060
1597	1607/2536	0.050
1599	1608/2537	0.040
1667	1505/2523	0.200
	Sub total	10.170
	Grand total	314.003

And butted and bounded as follows :

On the North : By Naity Road running from NH-2 to Konnagar G.T.

Road;

Plot Nos.4460, 4458, 4457, 4456 of Mouza Konnagar,

Plot Nos.1983, 1984, 1864, 1953, 1870, 1657, 1658, 1661, 3920, 3848, 3846, 3844, 3856, 3855, 3514, 3445 of Mouza Khorda Bahera and Plot Nos.3447, 3448 of Mouza Bara Bahera;

On the South : By T.N.Mukherjee Road running from NH-2 to Uttarpara Railway Station;
Plot Nos.2881 & 2880 of Mouza Makhla;

12

Y. Chowdhury

On the East: By Eastern Railway main line running from Howrah to Bandel;
Plot No.5014 of Mouza Konnagar;

On the West : By CMDA Channel ;
Plot Nos.3231, 3232, 3282, 3285, 3286, 3287, 3752, 3351, 3352, 3359, 3360, 3363 of Bara Bahera,
Plot Nos. 4498 of Konnagar,
Plot Nos.3, 4, 17, 18, 52, 53, 56, 78, 82, 105, 106, 140, 141, 146, 147 of Mouza Kotrang,
Plot Nos.79, 80, 120, 122, 174, 175, 176, 187 of Mouza Bhadrakali and
Plot Nos.1553, 1586, 1542, 1543 of Moza Makhla;

OR HOWSOEVER OTHERWISE the same may be known numbered, described and distinguished and shown surrounded by 'RED' colour boundary on the plan annexed hereto and marked as **Annexure "A"**.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Details of the "Premises" as per ROR)

All That the land, hereditaments and premises admeasuring 62.791 acres which has been demarcated by placing pillars around the boundary of the Premises, situate at Mouzas Khorda Bahera and Konnagar within P.S. Uttarpura, Sub-Registration Office Serampore, District Registration Office Chinsura, District Hooghly in the State of West Bengal within Kanaipur Panchayat, the details of the Mouzas, Khatian Nos. J.L.Nos., L.R. Plot Nos., corresponding R.S. Plot Nos. and their respective areas are given herein below:

Mouza	J.L.N o.	Khati an No.	L.R. Plot No.	Corresponding R.S. Plot Nos. as per RoR dated 27.05.09	Area in Acres
Khordaba	6	1677	1887 P	1177, 626, 628, 613,	0.898

Y. Chowdhury

hera				605 to 607, 586, 1172, 1173, 615,603,629	
			1888 P	583, 591, 598, 588, 1172,575, 606, 602, 613, 626 to 628, 624,568,509-511,522	0.512
			1889 P	650, 583, 591, 604, 602,628, 622 to 624, 627, 631, 641,659,642,588,598,613	0.137
			1894 P	583,594,585, 582,581,588	2.681
			1895 P	1174, 1182, 598, 600,494,495,434,480,484,410-413	0.120
			1896 P	1181, 630, 705, 706, 1209 to 1214, 708 to 710, 720 to 726	5.050
			1902 P	711, 712, 727	0.252
			1903 P	715, 719	0.149
			1904 P	713, 714, 1215, 1216, 716 to 718, 728 to 733, 704	2.190
				Sub-Total :	11.989
Konnagar	7	11721	4473	568, 335, 334, 330, 329, 307, 354,790,392,395,391,528, 529,515,525,526,1001, 374,375,376,545,352,357, 378,373,379,547,328,327,350,338,332,351,349,348,360,361, 1007,341,544,356,358, 371,370,381,377,540,340,570,578, 549,550,581,532,531,384,383,382,347,362,363,364,369,368,365,366, 367,342,343,345,346,388,389,386,385,533,522, 516,511,510,1002,543	2.240

ke

Y. Chow

			4474 P	568, 335, 334, 330, 329, 307, 354,435,431,422,436,4 34, 432,424,425,426,427,4 60,461,462,463,457,45 6,448,449,447,500,501- 504,506- 509,398,612,641;642,6 49,650, 652,654,656,606,609,6 59,430, 644,676	48.562
				Sub-Total :	50.802
				Grand Total :	62.791 =====

And butted and bounded as follows :

On the North : By Plot Nos. 4472,4463,4460,4450,4457,4456 of
Mouza Konnagar

On the East : By Plot Nos. 5014 of Mouza Konnagar and
Eastern Railway Line

On the West : By Plot Nos. 1887P,1888P, 1889P, 1894P,
1895P, 1896P, 1902P,1903P,1904P of Mouza
Khordabahera and Plot No. 4474P of Mouza
Konnagar.

On the South : By Plot Nos.4474(P) of Mouza Konnagar

OR HOWSOEVER OTHERWISE the same may be known numbered,
described and distinguished and shown surrounded by "green" colour
boundary on the plan annexed hereto and marked as Annexure "B".

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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first hereinabove written.

SIGNED AND DELIVERED by the withinnamed Vendor Hindustan Motors Limited through Mr. Yogesh Goenka, Chief Financial Officer & Company Secretary, pursuant to the resolution of its Board of Directors passed in that behalf on 4th day of December 2007, in the presence of:

1. At Singhania S, Adv.
High Court, Cal-42.

2. Somik Mazumdar, Adv.

For Hindustan Motors Limited

Yogesh Goenka
Yogesh Goenka
Chief Financial Officer & Company Secretary

SIGNED AND DELIVERED by the withinnamed Purchaser Bengal Shriram Hitech City Private Limited through its Director Mr.S. Venkataraman, pursuant to a resolution of its Board of Directors passed in that behalf on 27th day of August, 2009, in the presence of:

1. Somik Mazumdar, Adv.
High Court, Calcutta.

2. At Singhania S, Adv.
High Court, Cal-42.

For Bengal Shriram Hitech City Pvt. Ltd.

S. Venkataraman
Director
S. Venkataraman

RECEIVED of and from the withinnamed Purchaser a sum of Rs. 59,02,35,400/- (Rupees Fifty nine crores two lacs thirty five thousand four hundred) being the full purchase price within mentioned to have been paid by the Purchaser to the Vendor.

Rs. 59,02,35,400/-

MEMO OF CONSIDERATION

By Pay Order No. 709510 dated 27.08.2009 issued by Syndicate Bank, Saltlake, Kolkata-64, on behalf of the Purchaser in favour of the Vendor for

Rs. 59,02,35,400/-

Total

Rs. 59,02,35,400/-

=====

(Rupees Fifty nine crores two lacs thirty five thousand four hundred)

WITNESSES:

1. At Shankar Singh, Adv.
High Court, Calcutta

For Hindustan Motors Limited

Y. Goel
Yogesh Goel

Chief Financial Officer & Company Secretary

2. Souvik Mazumdar, Adv.
High Court, Calcutta

Drafted by:

Neelina Chatterjee

Advocate, High Court

Anurekha & Mangaldas & Suresh A Shroff & Co.
227, AJC Bose Road, Kolkata - 700020

Government Of West Bengal
Office of the A.R.A.-III KOLKATA
5 Government Place (North)
Endorsement For deed Number :I-01415 of :2009
(Serial No. 06160, 2009)

On 02/09/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.00 hrs on :02/09/2009, at the Private residence by S Venkataraman, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 02/09/2009 by

1. Yogesh Goenka, Ch Financial Off. & Co. Sety, Hindustan Motors Limited, Birla Building, 9/1 R N Mukherjee Road, Kol- 1, profession : Service

2. S Venkataraman, Director, Bengal Shriram Hi-tech City Pvt Ltd, 40-43 8th Main 4th Cross, R M V Extn., Bangalore- 80, profession : Service

Identified By Siddhartha Ray, son of Lot B B Ray A L 215 Sector I I Salt Lake Thana: ., by caste Hindu, By Profession : Clerks.

Name of the Registering officer : **Prabhat Kr Ghosh**
Designation : **ADDITIONAL REGISTRAR OF ASSURANCE-III**

On 03/09/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number : 23,5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

Payment of Fees:

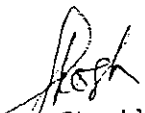
Fee Paid in rupees under article : A(1) = 6550874/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on: 03/09/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 595534052/-

Certified that the required stamp duty of this document is Rs 40454408 /- and the Stamp duty paid as: Impressive Rs- 10

Deficit stamp duty


[Prabhat Kr Ghosh]
ADDITIONAL REGISTRAR OF ASSURANCE-III
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-III OF
KOLKATA
Govt. of West Bengal 1.9.09

Government Of West Bengal
Office of the A.R.A.-III KOLKATA
5 Government Place (North)
Endorsement For deed Number :I-01415 of :2009
(Serial No. 06160, 2009)

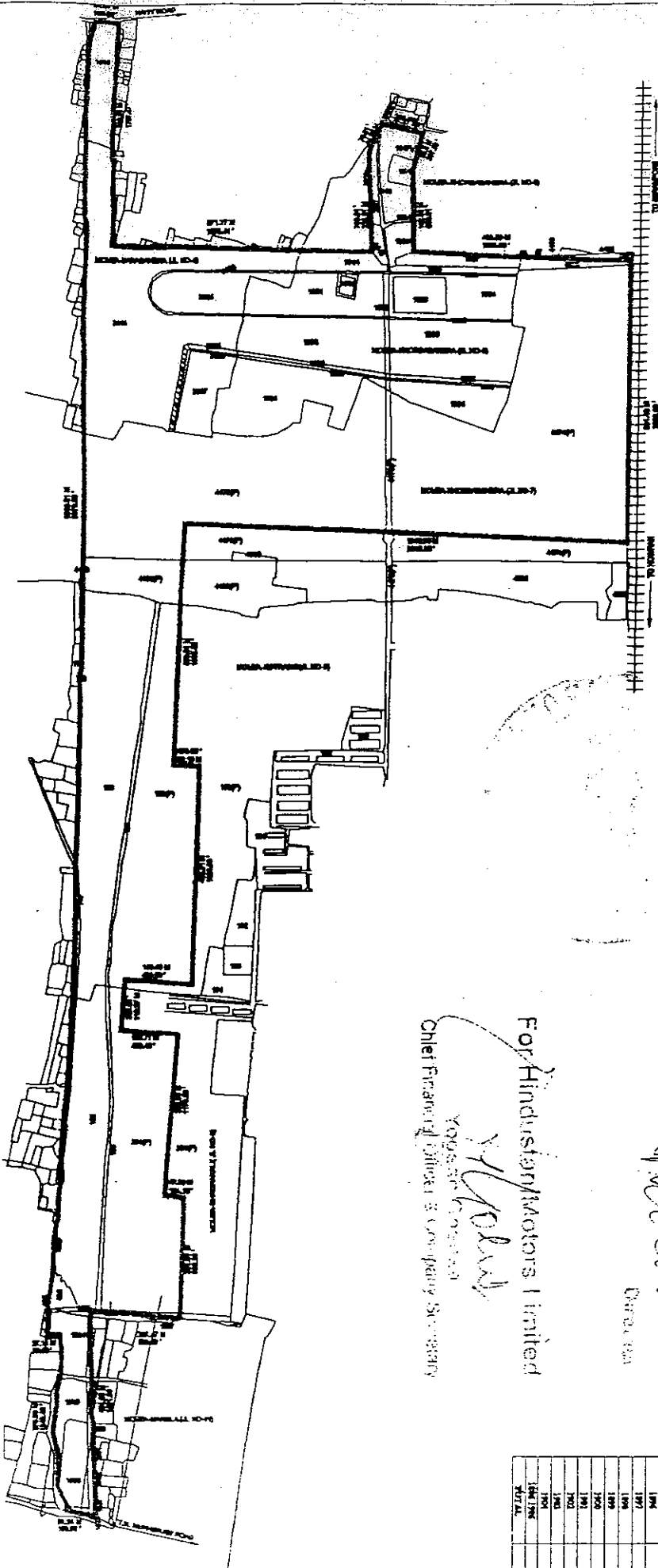
Deficit stamp duty Rs 40454410/- is paid, by the draft number 155496, Draft Date 01/09/2009 Bank Name STATE BANK OF INDIA, Main Br. Kolkata, received on :03/09/2009.

Name of the Registering officer :Prabhat Kr Ghosh
Designation :ADDITIONAL REGISTRAR OF
ASSURANCE-III


[Prabhat Kr Ghosh]
ADDITIONAL REGISTRAR OF ASSURANCE-III
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-III OF
KOLKATA

Govt. of West Bengal 4.7.09

SITE PLAN SHOWING THE LAND MEASURING 314 ACRE SITUATED AT KHORDABEHAHA, BARABEHAHA, KONNAGAR, KOTRANG, BHADRAKALI AND MAKHILA MOUZA UNDER P.S - UTTARPARA, DIST - HOOGHLY (W.B.)



MOUZA WATERA	LA. FLOT	AREA
1	10	1.100
2	10	1.100
3	10	1.100
4	10	1.100
5	10	1.100
6	10	1.100
7	10	1.100
8	10	1.100
9	10	1.100
10	10	1.100
TOTAL	100	11.000

MOUZA BHADRAKALI	LA. FLOT	AREA
1	10	1.100
2	10	1.100
3	10	1.100
4	10	1.100
5	10	1.100
6	10	1.100
7	10	1.100
8	10	1.100
9	10	1.100
10	10	1.100
TOTAL	100	11.000

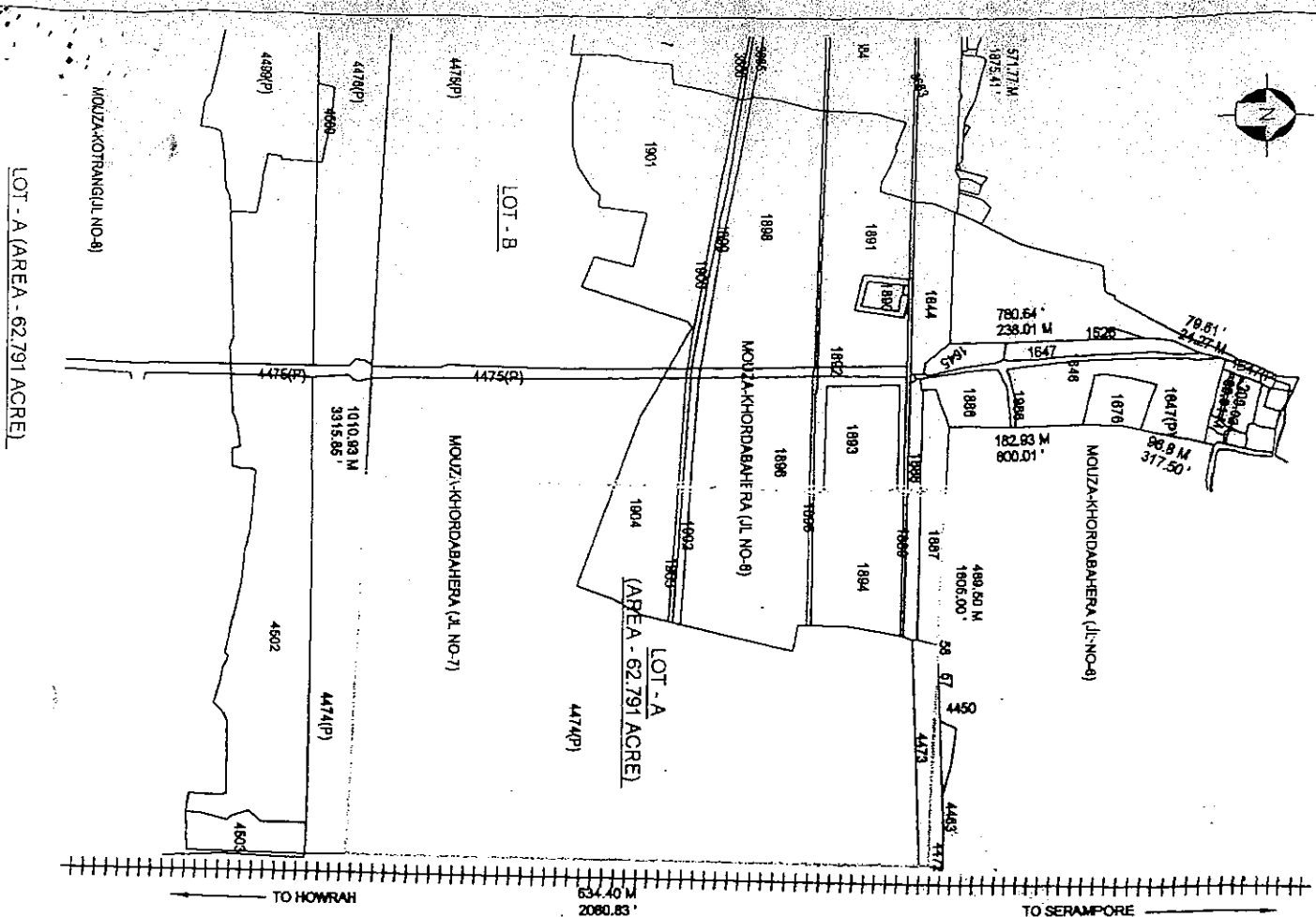
MOUZA KOTRANG	LA. FLOT	AREA
1	10	1.100
2	10	1.100
3	10	1.100
4	10	1.100
5	10	1.100
6	10	1.100
7	10	1.100
8	10	1.100
9	10	1.100
10	10	1.100
TOTAL	100	11.000

MOUZA KONNAGAR	LA. FLOT	AREA
1	10	1.100
2	10	1.100
3	10	1.100
4	10	1.100
5	10	1.100
6	10	1.100
7	10	1.100
8	10	1.100
9	10	1.100
10	10	1.100
TOTAL	100	11.000

MOUZA BARABEHAHA	LA. FLOT	AREA
1	10	1.100
2	10	1.100
3	10	1.100
4	10	1.100
5	10	1.100
6	10	1.100
7	10	1.100
8	10	1.100
9	10	1.100
10	10	1.100
TOTAL	100	11.000

MOUZA EKHORDABEHAHA	LA. FLOT	AREA
1	10	1.100
2	10	1.100
3	10	1.100
4	10	1.100
5	10	1.100
6	10	1.100
7	10	1.100
8	10	1.100
9	10	1.100
10	10	1.100
TOTAL	100	11.000

For Hindustan Motors Limited
[Signature]
 Chief Financial Officer & Company Secretary



For Hindustan Motors Limited

Yogendra Kumar

Yogendra Kumar

Chief Financial Officer & SCHEDULE OF LAND UNDER LOT-A

LR PLOT NOS.	CORRESPONDING RS PLOT NOS. AS PER RECORD OF RIGHTS DATED 20.05.2009 AND 27.05.2009	AREA (IN ACRES)
MOUZA - KORDABAHERA (J.L. No. 6) (Khatun No. 1677)		
1887 P	1177, 626, 629, 613, 605 - 607, 586, 1172, 1173, 615, 603, 629	0.898
1888 P	583, 591, 598, 588, 1172, 1575, 606, 602, 613, 626 - 628, 624, 568, 509 - 518, 522	0.512
1889 P	650, 583, 591, 604, 602, 628, 622 - 624, 627, 631, 641, 659, 642, 588, 598, 613, 583, 594, 585, 582, 581, 588	0.137
1894 P	1174, 1182, 598, 600, 494, 495, 434, 480, 484, 410 - 413	2.681
1895 P	1181, 630, 705, 706, 1209, 1214, 708 - 710, 720 - 726	0.120
1896 P	711, 712, 727	5.050
1902 P	715, 719	0.252
1903 P	713, 714, 1215, 1216, 716 - 718, 728 - 733, 704	0.149
1904 P		2.190

MOUZA - KONNAGAR (J.L. No. 7) (Khatun No. 11721)		
4473	568, 335, 334, 330, 329, 307, 354, 790, 392, 395, 391, 528, 529, 515, 525, 526, 1001, 374, 375, 376, 545, 352, 357, 378, 373, 379, 547, 328, 327, 350, 338, 332, 351, 349, 348, 360, 361, 1007, 341, 544, 356, 358, 371, 370, 381, 377, 540, 340, 570, 578, 549, 550, 581, 532, 531, 384, 383, 382, 347, 362, 363, 364, 369, 368, 365, 366, 367, 342, 343, 345, 346, 388, 389, 386, 385, 533, 522, 516, 511, 510, 1002, 543, 568, 335, 334, 330, 329, 307, 354, 435, 431, 422, 436, 434, 432, 424, 425, 426, 427, 460, 461, 462, 463, 457, 456, 448, 449, 447, 500, 501 - 504, 506 - 509, 398, 612, 641, 642, 649, 650, 652, 654, 656, 606, 609, 659, 430, 644, 676	2.240
4474 P		48.562
TOTAL		62.791

SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Certificate of Registration under section 60 and Rule 69.

Registered in Book +1
CD Volume number 3
Page from 2755 to 2783
being No 01415 for the year 2009.



(Prabhat Kr Ghosh) 01-September-2009
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. III, Kolkata
West Bengal

1.9.09

DATED THIS 2nd DAY OF SEPTEMBER 2009

BETWEEN

HINDUSTAN MOTORS LIMITED
... the Vendor

AND

BENGAL SHRIRAM HI-TECH CITY
PRIVATE LIMITED
... the Purchaser

SALE DEED FOR LOT A LAND

AMARCHAND & MANGALDAS & SURESH
A. SHROFF & CO.,
ADVOCATES & SOLICITORS
227, A.J.C. Bose Road,
Kolkata - 700020.