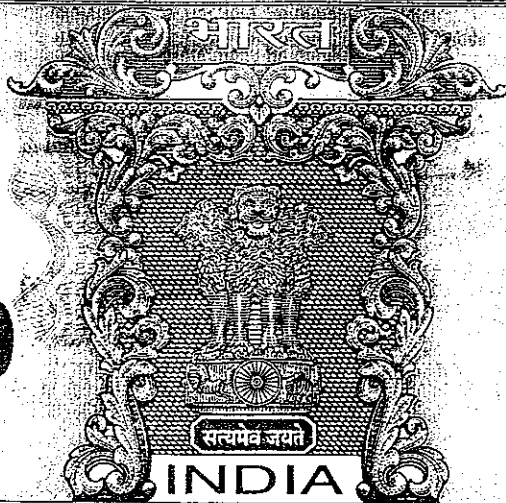


भारतीय नैर न्यायिक

दस
रुपये
₹. 10



TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



21AA 828158

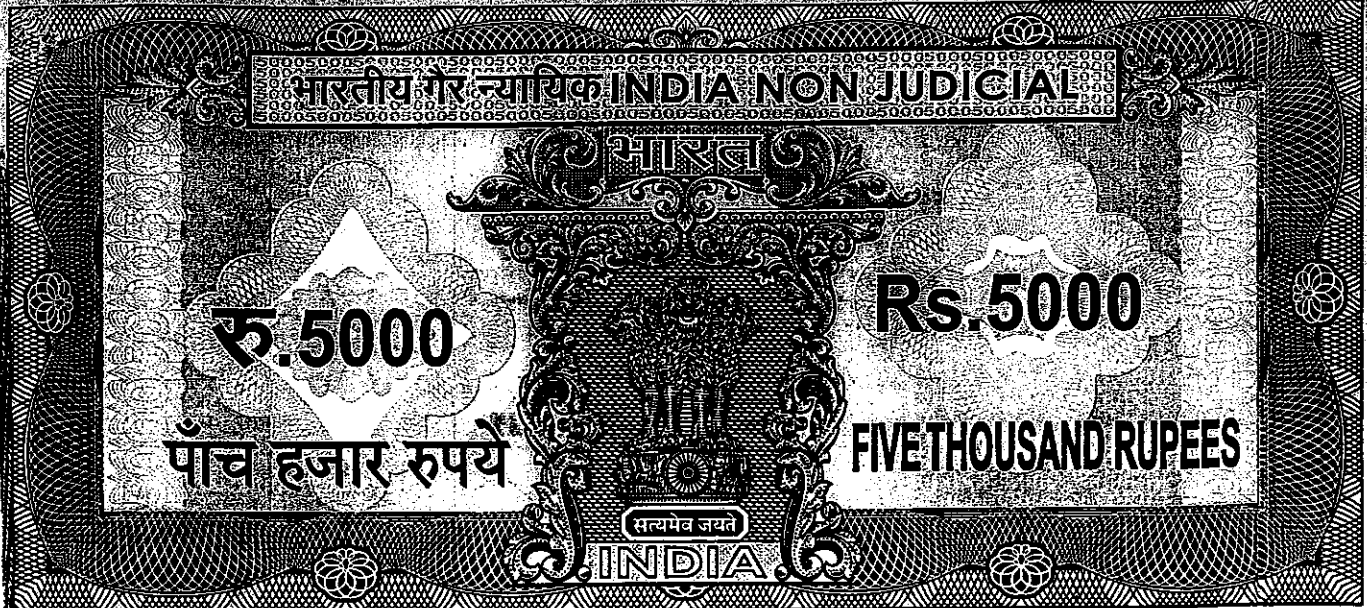
~~531/08~~
~~21-~~
~~22-~~
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~~10-00~~
63280

Lot - c

Under Article F (1) & F (2)
 Under Article G (a) & G (b)
 Value of Stamp 4.00
 Value of Court Fees 20.00
 Value of Court Expenses 63.80
 Cost of Materials 87.80
 Total Cost
 Copy Prepared
 Issued and Delivered to
 in per Order No 1734

Sukumar Ganguly.
 25/11/08
 27/4/08

Record Keeper
 Registrar of Assurances
 Kolkata



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

₹. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

006582

As per B.N. 2511/2008
 Mr. 28, 48,54,61,248/-

Stamp duty under Sec. 40 of the Stamp Act, 1956 and also as provided by W. Bengal Stamp Amendment Act, 1958. Schedule II No. 23+4 to be paid as under:-

Stamp duty paid by B.D. No. 126173 dt. 29.01.08
 Rs. 2,91,27,800/-

Regn fees paid by B.D. No. 126172 dt. 29.01.08
 Rs. 53,40,140/-

Deficit "A" Fees Rs. 22/5
 Subsequently realised
 SALE DEED on in Cash dt. 25.04.08

THIS SALE DEED is made at Kolkata this 29th day of January, 2008

Handwritten signature

BETWEEN

25 APR 2008

HINDUSTAN MOTORS LIMITED, an existing Company within the meaning of the Companies Act, 1956 and having its registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata 700001 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;

Handwritten calculations:
 ₹ 53,40,049
 7
 55
 25
 4
 53,40,140/-
 250
 100
 350/-

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Page No
Volume I
Page
No
of the

4-PM
21st
at his residence by
by Yogesh Goenka
29 JAN 2008

Sold to KHAJAN & CO. (ADV.)
Address 18 OLD POST OFFICE STREET
KOLKATA-700 001

L. S. VENKAT
HIGH COURT CAL

29 JAN 2008

Yogesh

Yogesh Goenka
Financial Officer &
Company Secretary for
Hindustan Motors
Limited at
Mumbai



For Hindustan Motors Limited.

Yogesh Goenka
Chief Financial Officer & Company Secretary

S. Venkatesh Ramesh
Director for Bengal
Shriram Bhikshu City
Finance Limited
of 18 Old Post Office St
Cal-1

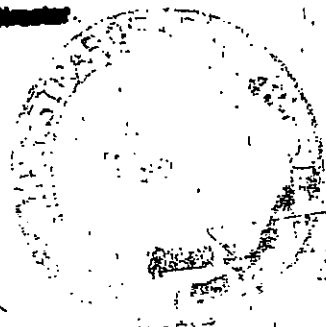


For Bengal City Finance Ltd.

S. Venkatesh Ramesh
Director

Kusum Dadas Adv
High Court Calcutta

Identified by me
Kusum Dadas
Advocate
High Court, Calcutta



AND

BENGAL SHRIRAM HI-TECH CITY PRIVATE LIMITED, 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 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 is in possession and enjoyment of approximately 709 acres of land situate at mouzas Khorda-Bahera, Boro-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 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) 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 Property, free from all encumbrances, liens, acquisition, requisition or trust of any nature whatsoever;
- (ii) the name of the Vendor has been recorded as a "Raiyat" in respect of the Property in the Record of Rights maintained at the office of Block Land and Land Reforms Officer ("BLRO") Serampore, Uttarpara, giving the relevant L.R. Dag Nos and the corresponding R.S. Dag Nos., Khatian Nos. and their corresponding areas morefully mentioned in Part II of the First Schedule hereunder written;
- (iii) the Vendor 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 Property. 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.

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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) 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 Property, 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 Property in the Record of Rights maintained at the office of Block Land and Land Reforms Officer ("BLRO") Serampore, Uttarpara, giving the relevant L.R. Dag Nos and the corresponding R.S. Dag Nos., Khatian Nos. and their corresponding areas morefully mentioned in Part II of the First Schedule hereunder written;
- (iii) the Vendor 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 Property. 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.

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- (f) 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 a portion of the Property admeasuring approximately 63.020 (sixty three point zero two, zero) acres (the "Premises"), 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 of Rs.48,54,59,083/- (Rupees forty eight crore fifty four lacs fifty nine thousand eighty three only).
- (g) 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.48,54,59,083/- (Rupees Forty eight crore fifty four lacs fifty nine thousand eighty three only) 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 Konnagar, Barabahera and Khurda Bahera within Nabagram Panchayat and Kanaipur Panchayat respectively, P S Uttarpara, District Hooghly in the State of West Bengal admeasuring an area of 63.020 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

K. G. S.

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.

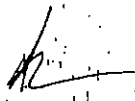
AND THE VENDOR HEREBY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS COVENANTS WITH THE PURCHASER

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 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;

Howe 

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;

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 DOETH 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 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;

[Handwritten signatures]

AND THAT all rates, revenue, taxes, assessments and outgoings in respect of the said Premises payable to the state Govt, Kotrang Municipality, Uttarpara Municipality Panchayat and any other 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 shall keep the Purchaser indemnified against all actions, claims and demands in this connection;

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 will allow the Purchaser restricted and conditional access from the remaining part of the Property to the Premises upon written request of the Purchaser;

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 and/or the Municipality and Panchayat in respect of the Premises;

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 Additional Registrar of Assurances III Kolkata within the time

[Handwritten signatures]

limit prescribed by the Registration Act, 1908. The Vendor and the Purchaser shall take effective steps for 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 possession of the Premises to the Purchaser on the date of these presents against full payment, the possession whereof the Purchaser hereby acknowledges and confirms.

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

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

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

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), 845, 346, 365, 366, 367, 388, 389, 386, 385, 533, 522, 516, 511, 515(P), 510(P), 1002, 525, 557, 526, 1001, 391, 528, 529, 790, 392, 395(P).

Mouza - Konnagar, J.L.No.7

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,

K. S. Ghosh *A. S.*

408, 498, 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

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

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

Mouza Kotrang, J.L.No.8

Plot Nos.94, 12, 19, 18, 70, 69, 68, 621, 236, 68, 75, 73, 240(P), 238, 76, 81, 73(P),
75(P), 68(P), 67, 66, 80, 194, 193, 195, 148, 144, 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).

Mouza Bhadrakali, J.L.No.9

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

Mouza Makhla, J.L.No.9

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, Barabahera, Khordabahera and Makhla, P.S.
Uttarpara, District Hooghly in the State of West Bengal, the details of the Mouzas,

K. Chowdhury *A.*

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.	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, 645, 12,	24.580
151	13 to 19, 64, 66 to 81, 143 to 157, 159, 173 to 175,	1.880
152	177 to 189	18.873
Sub total		45.953
MOUZA - KONNAGAR (J.L. No. 7) Khatian No.11721		
4473	568, 335, 334, 330, 329, 307, 354	2.240
4474	568, 335, 334, 330, 329, 307, 354	55.674
4475	487/10006	0.790
4476	439, 561, 479, 438, 437, 588, 405, 454, 452, 453, 440, 441, 450, 451, 448, 443, 444, 557, 558, 556	42.875
4499	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, 207,	0.780
192	208, 210, 169, 148, 231, 226, 225, 218, 243, 260,	16.865
193	217, 73	1.440
301	181, 182, 185, 186, 188.	27.632
Sub total		46.717
MOUZA - BARABHARA (J.L. No. 5) Khatian No.3847		
1515	1535, 1536, 1512, 1533, 1534, 1142 to 1266, 1726 to 1760, 1625, 1269, 1639 to 1649, 1653, 1638, 1803, 1650, 4709, 1657	4.725
3444	1534, 1533, 1508, 1511, 1512	30.150
3663	1436, 1438, 1443, 1482	0.625
3664	1436, 1437, 1438, 1480, 1667	5.033
3665	1691, 1687, 1693	0.814
3666	1691, 1689, 1693, 1699	0.350
3667	1691, 1689, 1692, 1693	3.523
Sub total		45.220
MOUZA - KHERDABHARA (J.L. No. 6) Khatian No.1677		
	481, 1132, 1133, 1151, 1152, 1153, 1134	0.796
	1135	0.082
	1178, 622 to 624, 641, 1185, 644, 650 TO 653	2.091
	619, 1196, 1197 to 1199	0.518
	483	0.457
	459 to 463, 482, 484, 1129 to 1131,	3.260

	1137, 1138, 1154 to 1159, 519, 520, 1217, 522, 479	
1676	480, 1126 to 1128, 476 to 478	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	1.862
1888	583, 591, 598, 588, 1172, 675, 606, 602, 613, 626 to 628, 624	1.120
1889	650, 651, 583, 591, 598, 588, 604, 602, 613, 652, 628, 622 to 624, 627, 631, 641	0.520
1891	632, 635 to 639, 1184, 1183, 654 to 661, 739, 1201, 663, 690 to 692	6.220
1892	600 to 604, 1882, 629 to 631	0.255
1893	624, 627, 601 to 604, 629, 631, 1179, 1180, 613	2.990
1894	583, 584, 588, 589 to 594, 597, 599	3.404
1895	1174, 1182, 595, 596, 598, 600	0.280
1896	1181, 630, 705, 706, 1209 to 1214, 708 to 710, 720 to 726	9.677
1897	697, 698, 1206, 707	0.306
1898	749, 662, 665, 667, 681 to 683, 685 to 689, 693 to 696, 700 to 702, 1207, 1208	7.925
1899	1208, 702, 683, 684, 686, 665, 664, 667, 668	0.826
1900	665, 667, 668, 684, 686	0.423
1901	666, 669, 670 to 680, 1203 to 1205, 703	9.685
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,

Y. G. G. S.

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;

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 No. 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 63.020 acres situate within P.S. Uttarpara, Sub-Registration Office Serampore, District Registration Office Chinsura, District Hooghly in the State of West Bengal, the details of the Mouzas, Khatian No., J.L. Nos., R.S. Plot Nos. and L.R. Plot Nos. their respective areas and the name of the Panohayat within which it falls are given herein below:

How *h*

(Within Nabagram Panchayat)

Mouza & J.L.No.	Sl. No.	R.S. Plot Nos.	L, R Plot No.	Area in Acres	Sub Total	Total
Konnagar J.L.No.7	1	439, 561, 479, 438, 437, 588, 405, 454, 452, 453, 440, 441, 450, 451, 448, 443, 444, 557, 558, 556	4476P	10.209	10.209	10.209
(Within Kanaipur Panchayat)						
Barabahera J.L.No.5	1	1535, 1536, 1512, 1533, 1534, 1142 to 1266, 1726 to 1760, 1625, 1269, 1639 to 1649, 1653, 1638, 1803, 1650, 4709, 1657	1515	4.725		
	2	1534, 1533, 1508, 1511, 1512	3444P	28.125		
	3	1436, 1438, 1443, 1482	3663	0.625		
	4	1436, 1437, 1438, 1480, 1667	3664	5.033		
	5	1691, 1687, 1693	3665P	0.670		
	6	1691, 1689, 1693, 1699	3666P	0.289		
	7	1691, 1689, 1692, 1693	3667P	3.193	42.660	
KhordaBahera J.L.No.6	1	632, 633 to 639, 1184, 1183, 654 to 661, 739, 1201, 683, 690 to 692	1891P	1.600		
	2	697, 698, 1206, 707	1897P	0.096		
	3	749, 662, 665, 667, 581 to 683, 685 to 689, 693 to 696, 700 to 702, 1207, 1208	1898P	2.080		
	4	1208, 702, 683, 684, 586, 665, 664, 667, 668	1899P	0.241		
	5	665, 667, 668, 584, 686	1900P	0.134		
	6	666, 669, 670 to 680, 1203 to 1205, 703	1901P	6.000	10.151	52.811
				Total =		63.020

And butted and bounded as follows :

On the North : By Plot Nos. 3920, 3919, 3848, 3896, 3644, 3656, 3655, 3895, 3894, 3892, 3891, 3514 of Mouza Barabahera;

On the South : By Plot Nos. 4476P, 4500P of Mouza Konnagar;

On the East : By Plot Nos. 3445, 3447, 3448, 3557, 3508, 3512, 3513, 1644P, 1891P, 1898P, 1901P of Mouzas Bara Bahera & Khorda Bahera;

On the West : By Plot Nos. 3231, 3232, 3282, 3285, 3286, 3287, 3752, 3351, 3352, 3359, 3360, 3363, 3424, 3425, 3426, 3427, 3430, 3436, 3437, 3440 of Moza Bara Bahera;

How to

*This Mouza Sh
from 1201 and
at 1716. It is
not distributed as
has 18. 29 no.
1142 parcels up to
1200 and 1726-17
can in the 110*

*from 1201
122/are
has and
Gulidic*

Day 10/

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".

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:

For Hindustan Motors Limited

Yogesh Goenka
Yogesh Goenka

Chief Financial Officer & Company Secretary

1. *Dr. Sunil Kumar*
13, old Post office street,
Kolkata - 700001
2. Kusum Dadeo
Advocate
1B, old Post office street
Kolkata - 700001

SIGNED AND DELIVERED by the withinnamed Purchaser Bengal Shriram Hitech City Private Limited through Mr. S. VENKATARAMAN, DIRECTOR

S. Venkataraman
~~XXXXXXXXXXXXXXXXXXXX~~
[Redacted Signature]

pursuant to a resolution of its Board of Directors passed in that behalf on the day of 23rd January, 2008 in the presence of:

1. *Dr. Sunil Kumar*
Advocate
2. Kusum Dadeo

RECEIVED of and from the withinnamed Purchaser a sum of Rs.48,54,59,083/- (Rupees Forty eight crores fifty four lakhs fifty nine thousand eighty three only) being the full purchase price within mentioned to have been paid by the Purchaser to the Vendor.

Rs. 48,54,59,083/-

MEMO OF CONSIDERATION

By Pay Order No.721588 dated 28.01.2008 issued by Syndicate Bank, Salt Lake City Branch, Kolkata on behalf of the Purchaser in favour of the Vendor for

Rs. 48,54,59,083.00

Total

Rs. 48,54,59,083.00

(Rupees Forty eight crores fifty four lakhs fifty nine thousand eighty three only)

WITNESSES:

1. *[Signature]*

For Hindustan Motors Limited

[Signature]

Yogesh Chandra
Chief Financial Officer & Company Secretary

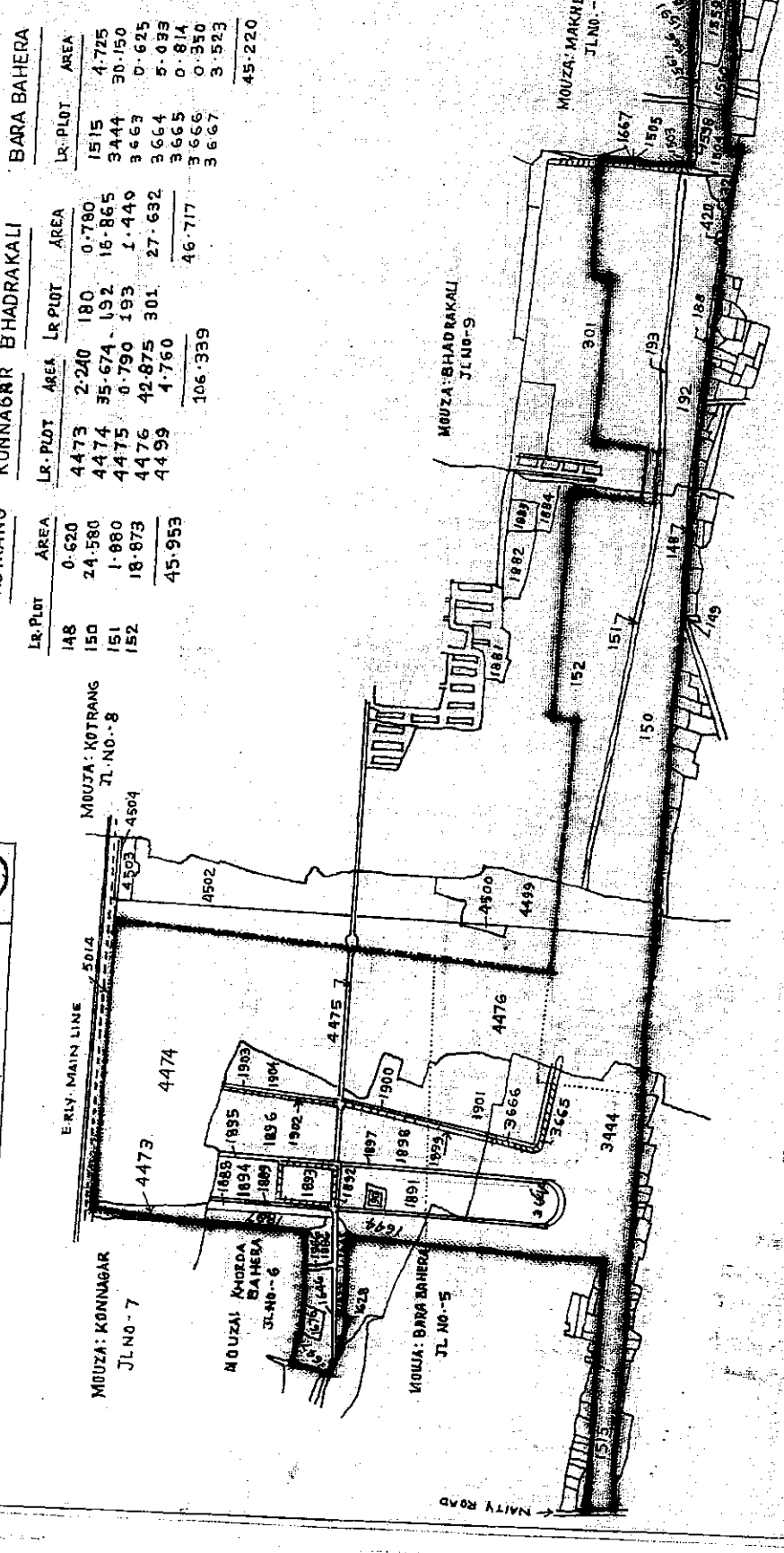
2. Kusum Dadas

ANNEXURE-A' 314 ACRES LAND BOUNDARY SHOWN RED



BARA BAHERA, KHUKDA BAHERA, BHADRAKALI & MAKHLA MOUZA, PS-UTTARPARA, DIST: HOOGHLY, (W.B)

KOTRANG		KONNAGAR BHADRAKALI		BARA BAHERA		MAKHLA		KHORDA BAHERA	
LR-PILOT	AREA	LR-PILOT	AREA	LR-PILOT	AREA	LR-PILOT	AREA	LR-PILOT	AREA
148	0-520	4473	2-240	1515	4-725	420	0-210	1627	0-796
150	24-580	4474	35-674	3444	30-150	432	0-850	1628	0-082
151	1-880	4475	0-790	3663	0-625	503	0-120	1644	2-091
152	18-873	4476	42-875	3664	5-033	1504	2-140	1645	0-510
	45-953	4499	4-760	3665	0-814	1505	0-440	1646	0-457
			106-339	3666	0-350	1538	0-240	1647	3-260
				3667	3-523	1539	0-240	1676	0-842
					45-220	1560	2-220	1886	1-100
						1561	0-710	1887	1-862
						1566	0-010	1888	1-120
						1591	0-040	1889	0-520
						1593	0-060	1891	6-220
						1597	0-050	1892	0-255
						1599	0-040	1893	2-300
						1667	0-200	1894	3-404
								1895	0-280
								1896	3-677
								1897	0-506
								1898	7-325
								1899	0-826
								1900	0-423
								1901	3-582
								1902	0-571
								1903	3-383
								1885/1886	0-000
									59-60



For Hindustan Motors Limited
 Chief Financial Officer & Company Secretary

[Handwritten signature]

Serial No. _____
Skt No. _____
Page No. _____
Reg. No. _____
Date _____

DATED THIS 29th DAY OF January 2008

BETWEEN



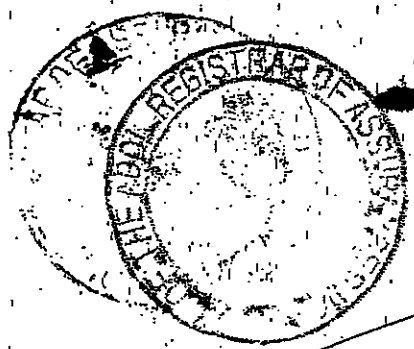
HINDUSTAN MOTORS LIMITED

... the Vendor

AND

BENGAL SHRIRAM HI-TECH CITY PRIVATE LIMITED

... the Purchaser



SALE DEED

REGISTRAR OF COMPANIES
WEST BENGAL
KOLKATA

28 APR 2008

REGISTRAR OF COMPANIES
WEST BENGAL
KOLKATA

23 JAN 2008

Khaitan & Co.
Advocates
1B, OLD POST OFFICE STREET
KOLKATA 700 001