

P 9621

I

255 5000Rs.



Mr. = 860,04,72,000 / 7% + 6% + 5000/-



S.B.I. B.D. No. 126161 dt. 6/12/07

Rs. 41302090/-

Total Rs. 41307090 Stamp duty.

6605279

26 FEB 2008

SALE DEED = Regn. fees
Paid by B.D.

S.B.I. B.D. No. 126164 dt. 6/12/07 Rs. 6605279

Regn. fees.

THIS SALE DEED is made at Kolkata this 8th day of December, 2007

Deficit "A" Fees Rs.....
.....Subsequently realised
On in Cash dt.....

BETWEEN

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;



SBI.....
Charge No.....
For Rshas been paid of
deficit stamp duty u/s. 41

5000000/-

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Handwritten calculations: 250, 250, 250

AND

BENGAL SHRIRAM HI-TECH CITY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 33-34, 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, 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 and to sell, lease or otherwise dispose of the whole or substantially the whole of the Property (as hereinafter defined) 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

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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 ("BLLRO") 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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(v) 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 56.155 acres and 7.725 acres respectively aggregating 63.880 (sixty three point eight eight zero) acres (the "Premises"), more particularly described in Part I and Part II of the Second Schedule hereunder written and shown surrounded by blue and 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.52,78,57,000/- (Rupees Fifty two crores seventy eight lakhs fifty seven thousand only) and Rs.7,26,15,000/- (Rupees Seven crores twenty six lakhs fifteen thousand only) respectively calculated at the rate of Rs.94,00,000/- (Rupees Ninety four lakhs only) per acre aggregating to Rs.60,04,72,000/- (Rupees Sixty crores four lakhs seventy two thousand 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 pursuance of the said agreement and in consideration of Rs.52,78,57,000/- (Rupees Fifty two crores seventy eight lakhs fifty seven thousand only) and Rs.7,26,15,000/- (Rupees Seven crores twenty six lakhs fifteen thousand only) aggregating Rs.60,04,72,000/- (Rupees Sixty crores four lakhs seventy two thousand 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 (1) Mouzas Kotrang, and Konnagar P.S. Uttarpara, within Uttarpara Kotrang Municipality District Hooghly in the State of West Bengal admeasuring an area of 56.155 acres or thereabouts and (2) Mouzas Konnagar and Barabahera PS Uttarpara, within Konnagar Panchayat District Hooghly in the State of West Bengal admeasuring an area of 7.725 acres or thereabouts aggregating 63.880 acres and more particularly described in Part I and Part II respectively of the Second Schedule hereunder written and as shown surrounded by blue and green colour boundary on the plan annexed hereto and marked as **Annexure "B"** (hereinafter collectively referred to as the "Premises")

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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 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

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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;

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, uncancelled and undefaced unless prevented from so doing by one or other inevitable accident.

THAT THE VENDOR DOTH HEREBY FURTHER COVENANT WITH THE PURCHASER

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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;

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.

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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 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.

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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), 345, 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, 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).

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Muza 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

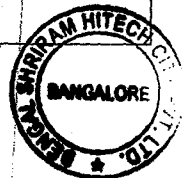
(Details of the "Property" as per ROR)

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, 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 – BARABAHARA (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

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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 - KHORDABAHERA (J.L. No. 6) Khatian No.1677

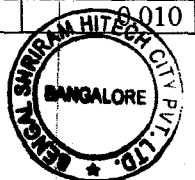
1627	481,1132,1133,1151,1152,1153,1134	0.796
1628	1135	0.082
1644	1178, 622 to 624, 641,1185, 644, 650 TO 653	2.091
1645	619,1196,1197 to 1199	0.518
1646	483	0.457
1647	459 to 463, 482, 484, 1129 to 1131, 1137,1138,1154 to 1159, 519, 520, 1217, 522, 479	3.260
1676	480, 1126 to 1128, 476 to 478	0.842
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

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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;

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"**.

Y. G. W.

[Signature]



THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of the "Premises" as per ROR)

All That the land, hereditaments and premises admeasuring 56.155 acres and 7.725 acres aggregating 63.880 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. and L.R. Plot Nos. their respective areas and the name of the Municipality and/or Panchayat within which it falls are given separately in Part-I and Part-II herein below :

Part - I**(within Uttarpara Kotrang Municipality)**

Mouza	Khatian No.	J L No.	L R Dag No.	Area Acres	Sub Total	Total
Konnagar	11721	7	4499	4.760	<u>14.824</u>	
			4476P	10.064		
Kotrang	5690	18	148 P	0.375	41.331	<u>56.155</u>
			150 P	23.118		
			151 P	1.740		
			152 P	16.098		

Part - II**(within Konnagar Panchayat)**

Konnagar	11721	7	4476P	5.165	5.165	
Barabahera	3847	5	3444P	2.025	<u>2.560</u>	
			3665P	0.144		
			3666P	0.061		
			3667P	0.330		
Total =					<u>7.725</u>	<u>63.880</u>

And butted and bounded as follows :

- On the North : By Plot No.3444P, 3665P, 3667P, of Mouza Barabahera;
- On the South : By Plot No.152P, 151P of Mouza Kotrang;
- On the East : By Plot No.4476P, 4499P of Mouza Konnagar; Plot No.153, 154 of Mouza kotrang;
- On the West : By Plot No.3, 4, 17, 18, 19, 52, 55, 56, 77, 78, 82, 84, 105, 106 of Moza Kotrang;



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

SIGNED SEALED 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. *A. Z. Thiruvithanur - 5*
Advocate
1B, Ad. Post Office Street
Udhagamandalam - 70001.

2. *M. S. Narayana*
Advocate, Michael Nagar
Udhagamandalam - 700133

For Hindustan Motors Limited

Yogesh Goenka
 Yogesh Goenka
 Chief Financial Officer & Company Secretary



SIGNED SEALED AND DELIVERED by the withinnamed Purchaser Bengal Shriram Hitech City Private Limited through Mr. S. S. Asokan, Director, pursuant to the resolution of its Board of Directors passed in that behalf on the 1st day of December, 2007 in the presence of:

1. *G. R. Kothari*
202, Jessore Road
Kolkata - 89

2. *Kusum Dadas*
Advocate
High Court, Calcutta

For BENGAL SHRIRAM HITECH CITY PVT. LTD.

S. S. Asokan
 Director



RECEIVED of and from the withinnamed Purchaser a sum of Rs.60,04,72,000/- (Rupees Sixty crores four lakhs seventy two thousand only) being the full purchase price within mentioned to have been paid by the Purchaser to the Vendor.

Rs.60,04,72,000/-

MEMO OF CONSIDERATION

By Demand Draft No.164471 dated 07.12.2007 issued by Vijaya Bank, Payable at Service Branch, Kolkata on behalf of the Purchaser in favour of the Vendor for

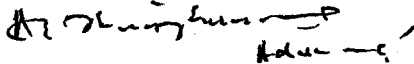

Rs.60,04,72,000.00

Total :

Rs.60,04,72,000.00

(Rupees Sixty crores four lakhs seventy two thousand only)

WITNESSES:

1. 
2. 

For Hindustan Motors Limited


 Yogesh Goenka

Chief Financial Officer & Company Secretary



ANNEXURE - A
314 ACRES LAND
BOUNDARY SHOWN
RED

MOUZA - KONNAGAR	LR. PLOT NO.	AREA
	4473	2.240
	4474	55.674
	4475	0.790
	4476	42.875
	4499	4.760
		<u>106.339</u>

MOUZA - BARABHERA	LR. PLOT NO.	AREA
	1515	4.725
	3474	50.150
	3663	0.625
	3664	5.033
	3665	0.814
	3666	3.523
		<u>45.220</u>

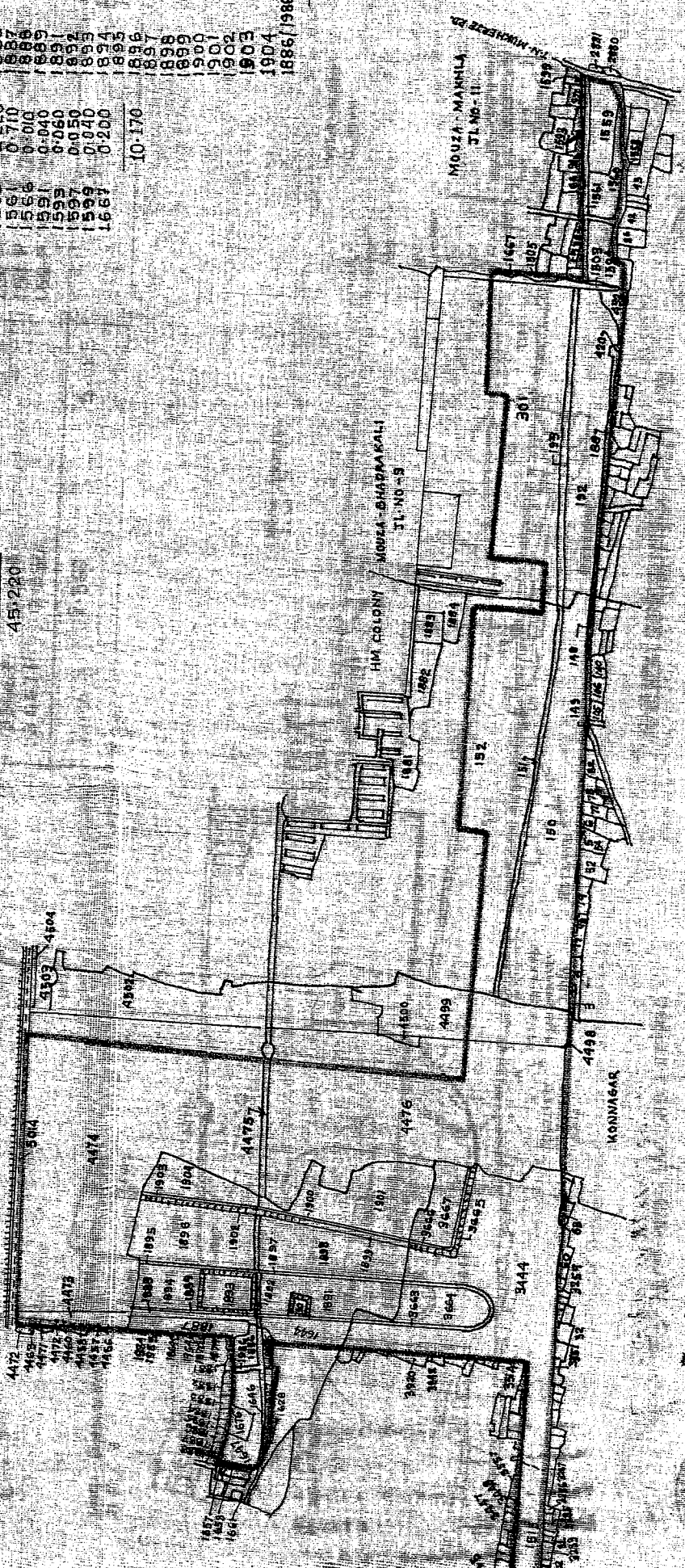
MOUZA - KOTRANIG	LR. PLOT NO.	AREA
	148	0.620
	150	24.588
	151	1.880
	152	16.873
		<u>45.559</u>

MOUZA - BHADRAKALI	LR. PLOT NO.	AREA
	188	0.780
	192	16.865
	193	1.440
		<u>21.692</u>

MOUZA - MAKHILA	LR. PLOT NO.	AREA
	420	0.210
	432	0.850
	503	0.120
	504	2.140
	505	0.440
	536	0.240
	559	2.240
	560	2.340
	561	0.710
	564	0.010
	591	0.040
	593	0.060
	597	0.050
	599	0.040
	1667	0.200
		<u>10.170</u>

MOUZA - BHADRA	LR. PLOT NO.	AREA
	1527	0.796
	1528	0.082
	1644	2.091
	1645	0.518
	1646	0.467
	1647	3.260
	1648	0.842
	1649	1.100
	1650	1.562
	1651	0.884
	1652	1.125
	1653	0.520
	1654	6.220
	1655	0.055
	1656	2.980
	1657	2.104
	1658	0.309
	1659	9.877
	1660	0.306
	1661	7.935
	1662	0.826
	1663	0.423
	1664	9.685
	1665	0.577
	1666	0.325
	1667	3.983
	1668	18.867
		<u>0.080</u>

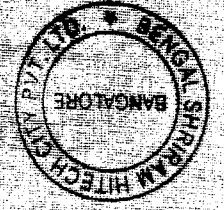
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For Hindustan Motors Limited

Y. G. Senka
Yogesh Senka
Chief Financial Officer & Company Secretary

For BENGAL SHIRAM HITECH CITY PVT. LTD.



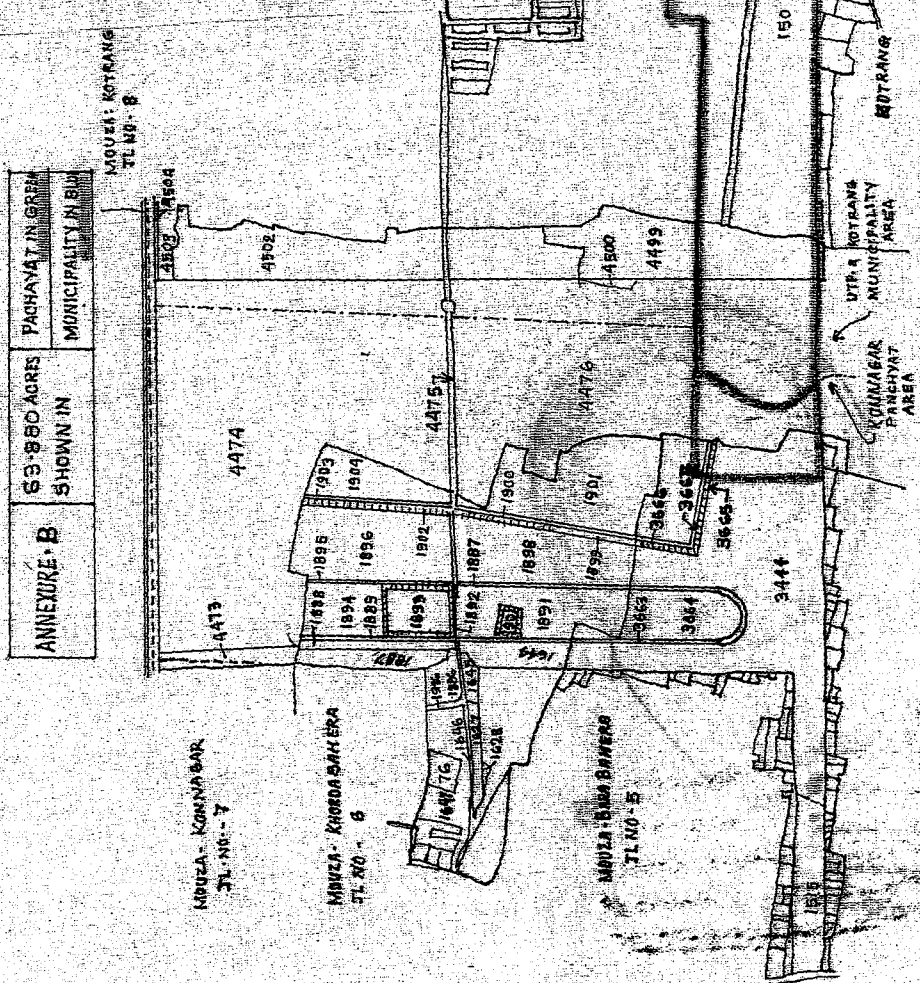
Director
Director

BARABHERA MOUZA P.S. UTTAR PARA, DIST. HOOGHLY - C.W.B.

UTTARPARA & KOTRANG MUNICIPALITY

UNDER KONNAGAR PANCHAYAT

BARA BAHERA		KONNAGAR		KOTRANG		KONNAGAR	
LR. PLOT NO.	AREA	LR. PLOT NO.	AREA	LR. PLOT NO.	AREA	LR. PLOT NO.	AREA
3444 P	2.045	4476 P	5.165	149 P	0.375	4476 P	10.064
3665 P	0.144			150 P	25.118	4499 P	4.760
3666 P	0.061			151 P	1.740		
3667 P	0.330			152 P	16.098		
	2.560		5.165		41.331		14.824
							14.824



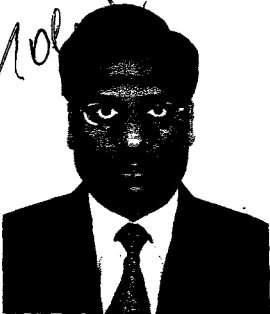






















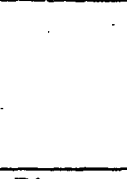


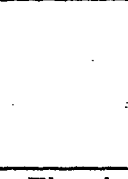








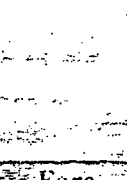
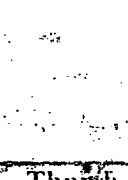





For HINDUSTAN MOTORS LIMITED



For Hindustan Motors Limited
 Yogesh Goenka
 Chief Financial Officer & Company Secretary



SPECIMEN FORM FOR TEN FINGERPRINTS

	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
	 Little	 Ring	 Middle	 Fore	 Thumb
(Left Hand)					
	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
	 Thumb	 Fore	 Middle	 Ring	 Little
(Right Hand)					
<p align="center">PHOTO</p>	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
	 Little	 Ring	 Middle	 Fore	 Thumb
(Left Hand)					

112
T
4
138
255
2008

DATED THIS 8th DAY OF December 2007

BETWEEN

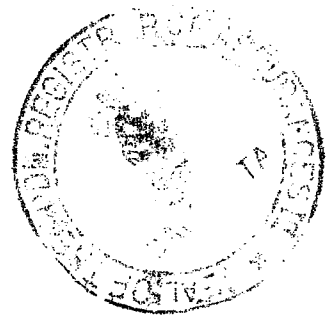
HINDUSTAN MOTORS LIMITED

... Vendor

AND

BENGAL SHRIRAM HI-TECH CITY PRIVATE LIMITED

... Purchaser



Additional Registrar of Assurances - III,
Kolkata

4-8-08



Registrar of Assurances
Kolkata

8 DEC 2007

SALE DEED

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

(K)

(411) - 3

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