

IMPOUNDED
U/s. 33 of B. S. Act. 1958

Collector of Stamps
Nagpur City

Dt. 17/2/2010

Certificate u/s 41 of the B. S. Act 1958 (1958)

EVN Case No. 727/2009-10

Market Value Office of the
Collector of Stamps
Nagpur City

Rs. 5450000/-

Dated 17/2/2010

Received From M/s. Sandesh Intra Pvt
Ltd. through Director Shri Dilip P. Agarwal

Resident at Cotton Market, Nagpur

Insufficient stamp of Rs. 217990/- has been paid under

Article 25(b) of the I of Bombay stamp Act 1958

and penalty of Rs. 130795/- U/s 39 of B.S. Act 1958

vide challan No. 4372815 Dated 18/3/10. Certified

under section 41 of the B. S. Act 1958 that the proper

duty have been paid in respect of this instrument.

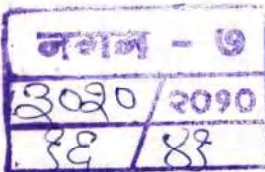
This certificate is subject to the provisions of section

53A of the Bombay stamp Act 1958.

Nagpur

Date 20/3/2010

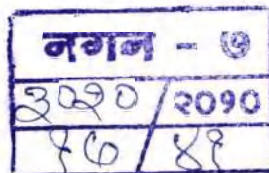
Collector of Stamps
Nagpur City



All Occupation : Agriculturists, Resident of Hudkeshwar Road, Nagpur, acting through Power of Attorney Holder **SHRI MANOJ S/O BHOJRAJ AGRAWAL**, aged about 32 years, Occupation : Business/Agriculturist, Resident of 21, Gokul Vasudeo Apartments, Shree Nagar, Ring Road, Nagpur, {Power of Attorney dt. 24.07.2007 registered with Sub Registrar, Nagpur - 8 at Book No. 4 at Sr. No. 4171 dt. 24.07.2007} here-in-after known and referred to as the "SELLERS" which expression shall unless repugnant to the context or meaning thereof always mean and include the SELLERS as well as their heirs, legal representatives, executors, administrators, successors and assignees of the FIRST PART, AND;

04. **SANDESH INFRASTRUCTURES PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having incorporation No. U45200MH2005PTC155257 acting through authorised Director **SHRI DILIP S/O PRALHADRAI AGRAWAL**, aged about 30 years, Occupation : Agriculturist/Business, Resident of Cotton Market, Nagpur, Tahsil and District Nagpur, here-in-after known and referred to as "THE PURCHASER" which expression shall unless repugnant to the context or meaning thereof always mean and include the PURCHASER as well as it's Directors, shareholders, Legal Representatives, Executors, Administrators, Successors and Assignees of the SECOND PART, AND;

05. **M/S BHOLEBABA ROADWAYS PRIVATE LIMITED**, a Company incorporated under the provisions of The Companies Act, 1956 bearing incorporation No. U60100WB2004PTC099714, having it's registered Office at 1-a, Grant Lane, Kolkata, acting through it's authorized Signatory **SHRI MANOJ S/O BHOJRAJ AGRAWAL**, aged about 32 years, Occupation : Business/Agriculturist, Resident of 21, Gokul Vasudeo Apartments, Shree Nagar, Ring Road, Nagpur, Tahsil and District Nagpur, here-in-after known and referred to as "THE CONSENTOR" which expression shall unless repugnant to the context or meaning thereof always mean and include THE CONSENTOR as well as it's Directors, Shareholders, authorized Signatory, legal representatives, executors, administrators, successors and assigns of THE THIRD PART, AND;





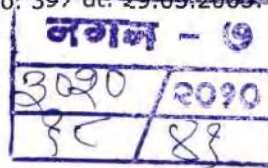
WHEREAS, the SELLERS are the co-owners of ALL THAT piece and parcel of Agricultural land bearing Field Survey No. 155/1, admeasuring about 2.55 Hectares, i.e. 6.30 Acres, Land Revenue Rs. 4.93, and Field Survey No. 156/1-C, admeasuring about 0.99 Hectares, i.e. 2.44 Acres, Land Revenue Rs. 1.80, both lands jointly admeasuring about 3.54 Hectares i.e. 8.747 Acres, with Occupant Class I Bhumiswami rights, situated at P. H. No. 42, Mauza : JAMTHA, Tahsil : NAGPUR (Gramin), District : NAGPUR, AND;

WHEREAS, originally the land bearing portion of old Survey Nos. 207/1 and 207/2 was owned by Shri Kothiram Maroti Gube and Smt. Laxmi Maroti Gube as per records of as per records of Adhikar Abhilekh Panji (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jama Bandhi of 1954-55.

WHEREAS, Smt. Laxmi Maroti Gube expired in the year 1962 and her death her share in the said property was inherited by his only legal heir son Shri Kothiram Maroti Gube. That under the re-survey and re-measurement of the said lands carried out by the Govt. in the year 1979-90 under the Consolidation and Fragmentation, the said Field Survey Number have been changed as New Survey No. 155/1 admeasuring about 4.32 Hectares and Survey Kh. No. 156, AND;

WHEREAS, Kothiram Maroti Gube expired on 30.06.1999 and on his death the said property was inherited by his widow Smt. Ansuyabai Kothiram Gube, sons Vinod Jothiram Gube, Shri Prafulla Kothiram Gube and daughter Miss Shyamdevi Kothiram Gube inherited the said property by way of intestate succession and their names were mutated in revenue records as co-owners of the said land vide Ferfar No. 317 dt. 11.07.2003.

WHEREAS, the said owners applied before Add. Collector Nagpur u/s 29 of the Maharashtra Land Revenue Code, 1966 to include themselves in Occupant Class-I category under clause (c) of Sub Section (2) of Section 29 of the said Act and the said Officer included the owners as Occupant Class-I with Bhumiswami rights in respect of said land and the Add. Collector Nagpur in Rev. Case No. 463/LND-18/2004-05 by order dt. 21.03.2005 included the said owner as Occupant Class-I with Bhumiswami rights in respect of said land. The Revenue Authorities i.e. Patwari Halka No. 42 has taken the change of the same as per Ferfar No. 397 dt. 29.03.2005.





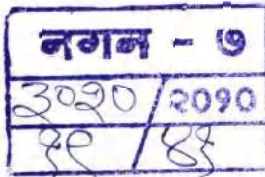
WHEREAS, Smt. Ansuyabai Kothiram Gube, Vinod Jothiram Gube, Shri Prafulla Kothiram Gube and Miss Shyamdevi Kothiram Gube sold the North-East portion of the property out of Kh. No. 155/1, admeasuring about 1.77 Hectares to Shri Sajjan Charturbhuj Jain, Shri Vinod Charturbhuj Jain, Shri Surendra Charturbhuj Jain and Shri Rajendra Premchand Jain by Sale Deed dt. 12.01.2006 registered with Sub Registrar Nagpur - 7 at Book No. 1, at Sr. No. 115 dt. 12.01.2006 and the said portion of land admeasuring about 1.77 Hectares was given New Survey No. 155/3 and Smt. Ansuyabai Kothiram Gube, Vinod Jothiram Gube, Shri Prafulla Kothiram Gube and Miss Shyamdevi Kothiram Gube remained the co-owners of the land admeasuring about 2.55 Hectares, AND;

WHEREAS, the SELLERS agreed to sell the said property being Kh. No. 155/1 admeasuring about 2.55 Hectares and Kh. No. 156/1C, admeasuring about 0.99 Hectares to M/s Bholebaba Roadways Pvt. Ltd. on 24.07.2007 for a valuable consideration of Rs. Four Crore Eighty Lacs and have also received the agreed payment from the CONSENTOR as per the agreed terms agreeing inter-alia that they will execute a Sale Deed relating to said property in favour of THE CONSENTOR or it's nominee(s), AND;

WHEREAS, the CONSENTOR further assigned it's rights to obtain the Sale Deed from the SELLERS in favour of the PURCHASER herein and it accordingly requested the SELLERS to execute **Agreement** relating to the land in favour of the PURCHASER herein for a total consideration of RS. 5,45,00,000/- (RS. FIVE CRORE FOURTY FIVE LACS ONLY) and the SELLERS having conceded to such request, have agreed to execute this Agreement of the said land in favour of the PURCHASER here-in-above as the nominee of the CONSENTOR as per the directions of the CONSENTOR, AND;

WHEREAS, now it has now become necessary to reduce to writing the terms and conditions of sale agreed to between the parties.

WE THE parties said above do hereby of our free will and consent agree to and confirm the terms and conditions of Sale of Agricultural Field which are as under.





NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

01. The SELLERS are the co-owners of ALL THAT piece and parcel of Agricultural land bearing Field Survey No. 155/1, admeasuring about 2.55 Hectares, i.e. 6.30 Acres, Land Revenue Rs. 4.93, and Field Survey No. 156/1-C, admeasuring about 0.99 Hectares, i.e. 2.44 Acres, Land Revenue Rs. 1.80, both lands jointly admeasuring about 3.54 Hectares i.e. 8.747 Acres, with Occupant Class I Bhumiswami rights, situated at P. H. No. 42, Mauza : JAMTHA, Tahsil : NAGPUR (Gramin), District : NAGPUR. THE SELLERS / CONSENTOR have agreed to sell the said property with all rights therein to THE PURCHASER for a consideration of RS. 5,45,00,000/- (RS. FIVE CRORE FOURTY FIVE LACS ONLY) along with all easement rights like Road, Dhura etc. related to the said property.

02. The PURCHASER has paid entire agreed amount of RS. 5,45,00,000/- (RS. FIVE CRORE FOURTY FIVE LACS ONLY) by account payee Cheques as stated in the manner appearing here-in-below, towards the full and final consideration for sale of the said land at the time of execution of this Agreement. The SELLERS / CONSENTOR acknowledge to have received above sum being the agreed entire consideration at the time of execution of this Agreement to sell from the PURCHASER. It is agreed that the SELLERS / CONSENTOR shall not claim any thing from the PURCHASER now onwards since it has received the agreed entire consideration.

MANNER OF PAYMENT

AMOUNT	CH. NO.	DATED	BANK
50,00,000/-	497158	05.06.2009	Indusind Bank Limited
75,00,000/-	497160	08.06.2009	Indusind Bank Limited
15,00,000/-	497174	20.06.2009	Indusind Bank Limited
50,00,000/-	497169	22.06.2009	Indusind Bank Limited
20,00,000/-	904323	23.06.2009	Punjab National Bank
25,00,000/-	904328	25.06.2009	Punjab National Bank
12,50,000/-	904329	26.06.2009	Punjab National Bank
20,00,000/-	904332	27.06.2009	Punjab National Bank
20,00,000/-	904331	29.06.2009	Punjab National Bank
48,00,000/-	904336	30.06.2009	Punjab National Bank
35,00,000/-	904340	06.07.2009	Punjab National Bank
40,00,000/-	904349	10.07.2009	Punjab National Bank
9,50,000/-	887401	11.07.2009	Punjab National Bank
25,00,000/-	887402	15.07.2009	Punjab National Bank
47,00,000/-	887405	16.07.2009	Punjab National Bank
10,00,000/-	887416	22.07.2009	Punjab National Bank
25,00,000/-	887421	23.07.2009	Punjab National Bank
10,00,000/-	497184	13.08.2009	Indusind Bank Limited
8,00,000/-	497185	18.08.2009	Indusind Bank Limited
5,45,00,000/-	Total Amount Paid to the CONSENTOR		



3020 / 2090
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