

03. THAT the SELLERS / CONSENTOR does hereby covenant with the PURCHASER that they have good, valid and marketable title to the property hereby agreed to be sold and that have absolute right and full authority to convey, assign and transfer the same by way of sale to the PURCHASER absolutely forever.

04. THAT the SELLERS / CONSENTOR further assures the PURCHASER that the property hereby agreed to be sold is the separate property belonging to them and none except them have acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

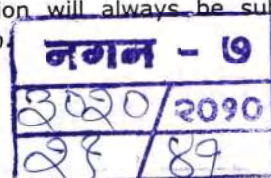
05. That THE SELLERS / CONSENTOR assures to the PURCHASER that they have done no act whereby the property hereby agreed to be sold is encumbered in any way or whereby they are debarred from transferring the same by way of sale to THE PURCHASER.

06. THAT the SELLERS / CONSENTOR further assures to the PURCHASER that they have not transferred the said property by way of sale, Gift, Mortgage, Lease, Lien or in any other manner whatsoever to any body else till date nor the same has been given as security to any one.

07. The SELLERS / CONSENTOR further covenant that they have not agreed to sell the said land to any one else except the PURCHASER hereinabove.

08. THAT the SELLERS / CONSENTOR will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further and more perfectly assuring the said property to the PURCHASER it's assigns etc. as may reasonably be required.

09. THAT the property hereby agreed to be sold is believed and shall be taken to be correctly described in the Schedule hereunder written and if any mis-statement, error or omission shall be discovered, the same shall not annul this Agreement/sale, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.





10. The SELLERS have already handed over the peaceful and vacant possession of the said property to the CONSENTOR on 24.07.2007 and the CONSENTOR have handed over the same to the PURCHASER at the time of execution of this Agreement since it has received the agreed consideration. The SELLERS / CONSENTOR have also delivered all the relevant original Title Deeds, documents and papers related to the property hereby sold to the PURCHASER.

11. It is agreed that the SELLERS / CONSENTOR shall obtain the necessary papers required for registration of the Sale Deed and shall hand over the copy of the same to the PURCHASER.

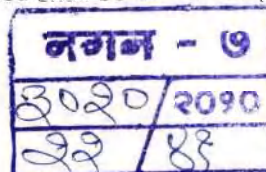
12. THAT in case the PURCHASER is deprived of the whole or any part of the property hereby sold by reason of any defect found in the title of the SELLERS or any encumbrance or charge on the same to which this sale is not subject, the SELLERS / CONSENTOR will indemnify the PURCHASER in all respects.

13. That the SELLERS covenants with the PURCHASER that the property hereby agreed to be sold is not under any acquisition requisition of any scheme of the Government nor any notices have been received nor any court cases are pending in any civil / Revenue Courts.

14. THAT, it is agreed that the SELLERS / CONSENTOR shall execute the Sale Deed in favour of the PURCHASER or it's nominees or in favour of any one to whom the PURCHASER directs without any objections or hindrance whatsoever.

15. The CONSENTOR do hereby declare that it has transferred and assigned it's rights to obtain the Sale Deed of the said portion of property from the SELLERS in favour of the PURCHASER. The CONSENTOR declares that the amount of consideration paid by it to the SELLERS time to time by diffent account payee Cheques in respect of the said property is received by it from the PURCHASER and therefore it hereby accord it's consent to this transaction in respect of the said property in favour of PURCHASER and hence has signed this Agreement as CONSENTOR.

16. It is agreed that necessary expenses, charges, Stamp Duty etc., for execution of this Agreement as well as Sale Deed shall be borne and payable by the PURCHASER.





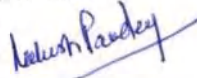
SCHEDULE OF THE PROPERTY

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 along-with standing crops, trees and any thing and every thing standing thereon together with all easement rights like Road, Dhura etc. and the same is bounded as under:

ON THE NORTH : PART OF KH NO. 156/3 AND 155/3
ON THE EAST : KH. NO. 138
ON THE WEST : KH NO. 151 AND 156/3
ON THE SOUTH : KH NO. 155/2 AND 156/2

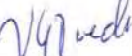
IN WITNESS WHEREOF, WE the parties said above have placed our signatures on this Agreement to Sell on the day first hereinabove written at Nagpur, in presence of witnesses.

WITNESSES :

01. 

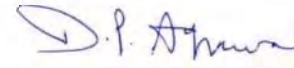
ADDRESS :

(SHRI MANOJ B. AGRAWAL)
Power of Attorney Holder
SELLERS

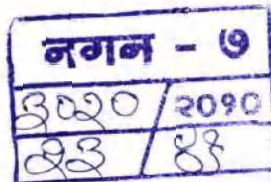
02. 

ADDRESS :

FOR SANDESH INFRASTRUCTURES PVT. LTD.


(SHRI DILIP P. AGRAWAL)
AUTHORISED DIRECTOR
PURCHASER

FOR BHOLEBABA ROADWAYS PVT. LTD.




(SHRI MANOJ B. AGRAWAL)
AUTHORISED SIGNATORY
CONSENTOR



महाराष्ट्र MAHARASHTRA

24/7/07 24/7/07
श्री. प्रफुल्ल गूबे

AN 758336
20 JUL 2007
ATTO/STATION HC/ST. Clerk

नगन - ८
8969/2006
9/92

GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is executed at Nagpur on this 24th day of JULY 2007 BY:



01. SMT. ANUSAYABAI WD/O KOTHIRAMJI GUBE, aged about 58 years.
- SHRI VINOD S/O KOTHIRAMJI GUBE, aged about 30 years,
03. KU. SHYAMDEVI D/O KOTHIRAMJI GUBE, aged about 36 years,
04. SHRI PRAFULLA S/O KOTHIRAMJI GUBE, aged about 26 years,

All Occupation : Agriculturists, Resident of Hudkeshwar Road, Nagpur, here-in-after known and referred to as THE PRINCIPALS

नगन - ७
3020/2090
28/83



* 02 *
IN FAVOUR OF

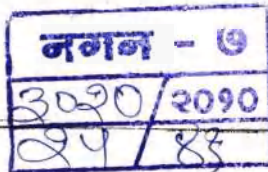
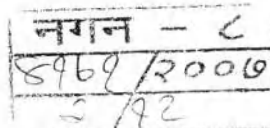
05. SHRI MANOJ S/O BHOJRAJ AGRAWAL, aged about 30 years, Occupation : Business/Agriculturist, Resident of 21, Gokul Vasudeo Apartments, Shree Nagar, Ring Road, Nagpur, here-in-after known and referred to as "THE AGENT" WITNESSTH:

WHEREAS, the PRINCIPALS 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, the PRINCIPALS have decided to transfer the said property to M/S BHOLEBABA ROADWAYS PVT. LIMITED and certain formalities are remained to be completed and the PRINCIPALS being busy in their day to day activities, hence it is not possible for them to remain present for completing a formalities related to said property. AND;

WHEREAS, the AGENT here-in-above is known to the PRINCIPALS and the PURCHASER and is conversant with all matters related to the said property and is free to attend to appear before any authorities provided under law time to time for and on behalf of the PRINCIPALS and hence the PRINCIPALS has decided to entrust the work related to the said property to the AGENT here-in-above and to appoint him as their AGENT to look after the said matter in relation to the said property with full authority and powers to do whatever he deems fit and proper and to manage the entire affairs in respect of the said property on their behalf.

We, the PRINCIPALS named above do hereby appoint and nominate SHRI MANOJ S/O BHOJRAJ AGRAWAL as our Lawful Agent or Attorney on our behalf and to do all acts, deeds and things necessary in respect of the said property and more particularly to do the following :



01. To represent before all the Officers and Departments of State and Central Government, before all Government and Semi-Government Authorities, Land Acquisition Authorities, Competent Authorities, Authorities of N.I.T., City Survey, Urban Land Ceiling Authority Sub Divisional Officer, Collector, Tahsildar, D. I. L. R. authorities, M.S.E.B, Grampanchayat Authorities as well as before all the Courts, Civil, Criminal, High Court as well as all Revenue Courts and Authorities at all stages in respect of the said property.

02. To approach all the Concerned Authorities in respect of the said property for all purposes and to sign and verify and to present such applications, papers, writings, undertakings, statements or documents etc. as may be required and to carry on correspondence with the Authorities and also prefer appeal or appeals from any Order of the Competent Authority and/or any other Authority in connection with the said property.

03. To represent before all concerned authorities in respect of the said property and to compromise or to arrive at settlement in those proceedings personally or through counsel whatever he deems fit and proper.

04. To prepare or cause to be prepared all applications, statements, returns and documents to be presented before various Authorities as and when required under any law of the land in force and sign and verify such applications, statements, documents etc., as and when necessary.

05. To appoint, engage, dismiss or discharge any architect, advocate, pleader or any employee in respect of the matters connected with said land and to pay fees, remuneration or salary whatever as he thinks fit and proper.

06. To make all payments, charges, penalties, premium, release fees, whatever levied in respect of the said property and take receipts and pass on acknowledgements etc.

07. To pay the land Revenue, Taxes and other charges, cesses, penalties, premium, release fees, etc. whatever levied in respect of the said property and take receipts and pass on acknowledgements etc.

मगन - ७
३०२०/२०१०
२६/८९



बिल - ८
६९७९/२००७
३/९२