

રજીસ્ટ્રેશન પર્કોચ

પર્કોચ નંબર: ૨૦૦૮૦૦૧૦૦૩૮૧૫ દસ્તાવેજ નંબર: ૧૮૮૩ દસ્તાવેજ વર્ષ: ૨૦૦૮
 તા. ૧૮ માસ: ૨ સને ૨૦૦૮
 દસ્તાવેજનો પ્રકાર માલિકી ફેરખત/વેચાણ અર્થે કરનારનું નામ Multimedia Technologies Pvt. Ltd. through its Authorised Director Kamlesh B. Trivedi
 નીચે પ્રમાણે ફી પર્કોચી અર્થે Rs. ૧૬૦૦૦૦૦૦૦

રજીસ્ટ્રેશન ફી	૩. પેસા
નકલ કરવાની ફી સાઈડ/ફોલીયો	૧૬૦૦૦૦૦
ફોરોની નકલ કરવા માટે ફી	૧૫૦
ટપાલ ખર્ચ	૦
નકલો અથવા યાદીઓ (કલમો ૬૪ થી ૬૭)	૫૦
શોધ અગર તપાસણી	૦
દંડ કલમ-૨૫	૦
કલમ-૩૪ (કલમ-૫૭)	૦
નકલ ફી ફોલીયો	૦
ઇન્ડેક્સ-૨ ફી	૦
આ સિવાયની બાબતોની ફી	૦

(અંકે રૂપિયા સોળ લાખ બસો પૂરે)

કુલ એકંદરે રૂ.

૧૬૦૦૨૦૦

દસ્તાવેજ ના દિવસે તૈયાર કરેલ અને તે રજીસ્ટર ટપાલથી મોકલવામાં આવશે.
 નકલ કરેલીમાં આપવામાં આવશે.
 દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશે
 Navneet House, Gurukul Road, Memnagar, Ahmedabad.

અગર Multimedia Technologies Pvt. Ltd. through its Authorised Director Kamlesh B. Trivedi ને આપશો.

(અ. બી. મેર)
 સબ રજીસ્ટ્રાર
 અમદાવાદ-૩ (મેમનગર)
 પોલીટેકનીક કમ્પાઉન્ડ,
 હોસ્ટેલ બિલ્ડીંગ, આંબાવાડી
 અમદાવાદ - ૧૫

IGR - NIC 88662202082621088

UID-3 19/02/2008 15:16:13

The Ahmedabad
Mercantile Co-op. Bank
Ltd., Maninagar Branch.
GUJ/SOS/AUTH/AV/
45/2006

નાસ્ત્ર 37619
195589

SPECIAL
ADHESIVE
ગુજરાત
FEB 18 2008



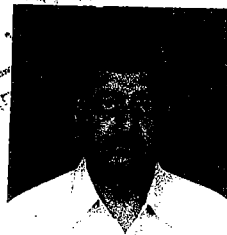
ONE TWO TWO TWO ZERO ZERO ZERO 14:59

R 1525000/-PB5631

INDIA

STAMP DUTY GUJARAT

Serial No. 37619 Date 18/2/08
Name Multimedia Technologies pvt. Ltd.
&
Address Memnagar, Ahd-52
Value Rs. 15,25,000/-
(Words) FIFTEEN LAKHS TWENTY FIVE THOUSAND ONLY
The Ahmedabad Mer. Co-op. Bank Ltd.
Licence No. GUJ/SOS/AUTH/AV/45/2006
Sign *[Signature]*



AHD 3-MGR
1893/15
2008

Serial No. 37619 Date 18/2/08
Name Multimedia Technologies pvt. Ltd.
&
Address Memnagar, Ahd-52
Value Rs. 15,25,000/-
The Ahmedabad Mer. Co-op. Bank Ltd.
Licence No. GUJ/SOS/AUTH/AV/45/2006

DEED OF CONVEYANCE

All that piece or parcel of freehold non agricultural land bearing Revenue Survey No.49 / Hissa No. 3 admeasuring 15,176 square metres and now bearing Final Plot No.113 of T.P.S. No.II admeasuring 11,105 square metres in the revenue village/Mouje Thaltej of Dascroi Taluka in the Registration District of Ahmedabad and Sub-District, Ahmedabad-3 (Memnagar) with the building and structures standing thereon for Rs.16,00,00,000/- (Rupees SIXTEEN CRORES ONLY).

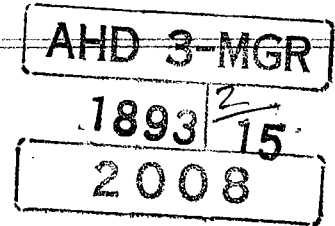
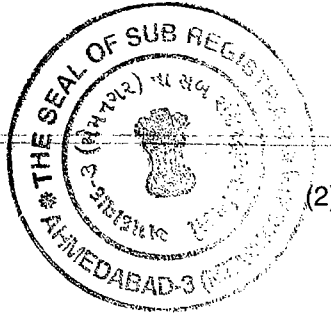
GUJ/SOS/AUTH/AV/45/2006

INDIA

STAMP DUTY
00000
SPECIAL ADHESIVE

6668 6141374

THIS INDENTURE made at Ahmedabad this 19th day
February, 2008



BETWEEN

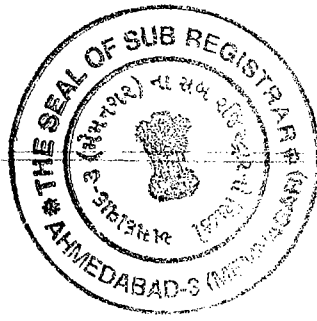
GAEKWAD INVESTMENT CORPORATION PRIVATE LIMITED, a company duly incorporated and registered under the Companies Act I of 1956 having its registered office at Indumati Mahal J N Road Vadodara 390 001 and a correspondence address at Hoechst House, Ground Floor, Nariman Point, Mumbai 400 021 having PAN NO.AAACG6723B hereinafter referred to as "**THE VENDOR**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

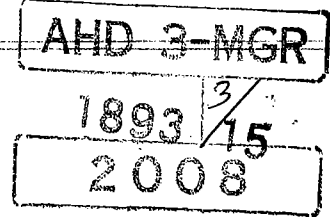
MULTIMEDIA TECHNOLOGIES PRIVATE LIMITED, a company duly incorporated and registered under the Companies Act I of 1956 having its registered office at Navneet House, Gurukul Road, Memnagar, Ahmedabad 380 052 having PAN NO.AAFCM3240A hereinafter referred to as "**THE PURCHASERS**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART**

WHEREAS the Vendor is a limited company incorporated on the 5th day of June, 1958 under No.11108 of 1958-59 in the name of Gaekwar Investment Corporation Limited, which name was changed to Gaekwad Investment Corporation Limited and a fresh Certificate of Incorporation consequent to Change of Name was issued by the office of the Registrar of Companies on 3rd April, 1961 and the name was further changed to Gaekwad Investment Corporation Private Limited and a further Certificate of

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(3)



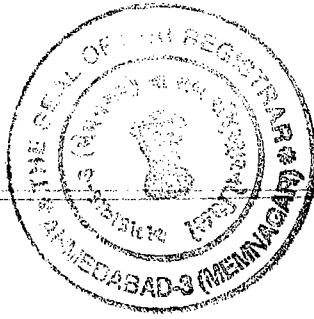
Incorporation consequent to Change of Name was issued by the office of the Registrar of Companies on 5th May, 1971;

AND WHEREAS by and under a Deed of Conveyance dated 29th December, 1969 registered in the office of the Sub Registrar of Assurances at Ahmedabad under Serial No.AHD/15163 of 1969 and entered between the Trustees of Manav Mandir Trust as the Vendors of the One Part and the Vendor herein (in its former name) as the Purchaser of the Other Part, the Vendor therein sold and conveyed unto the Vendor herein all that piece or parcel of freehold non agricultural land bearing Revenue Survey No.49 / Hissa No. 3 admeasuring 15,176 square metres and now bearing Final Plot No.113 of T.P.S. No.II admeasuring 11,105 square metres in the revenue village/Mouje Thaltej of Dascroi Taluka in the Registration District of Ahmedabad and Sub-District, Ahmedabad-3 (Memnagar) with the building and structures standing thereon, which said Land and structures standing thereon are collectively referred to as **"the said Property"** and more particularly described in the Schedule hereunder written;

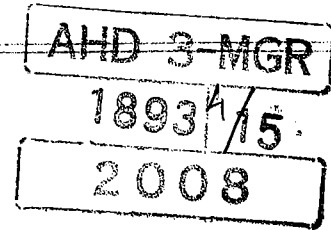
AND WHEREAS on operation of the Urban Land (Ceiling & Regulation) Act, 1976 the Vendor had submitted a Scheme as provided under section 21 of the said Act for construction of residential premises on the said Land for Weaker Section, which was granted by the Revenue Department, Urban Land Section, Government of Gujarat, Sachivalaya, Gandhinagar vide its Order dated 29th /31st May, 1987 which for unavoidable circumstances was not implemented;

AND WHEREAS the Vendor had also filed Form No.1 under section 6(1) of the Urban Land (Ceiling & Regulations) Act,

Handwritten signature/initials.



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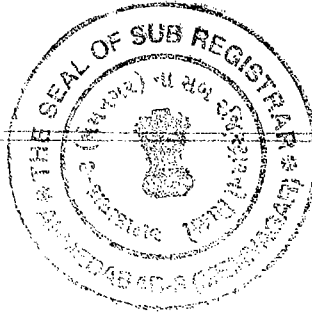


1976 in the office of the Competent Authority and Addl. Collector, Vadodara, who, by his order dated 21st April, 1992 bearing No.ULC/case No./Vadodara Kasba/2750 held that the Vendor holds 9626 square metres as excess vacant land as defined under the said Act. The said order was reviewed under section 34 of the said Act by the Revenue Department of Government of Gujarat whereby the Deputy Secretary of Revenue Department vide his order dated 4th October, 1994 bearing No.ULC/3494/ARAJ/19124/958/5/7 held that the said Property was fully constructed property prior to 1976 and it was retainable property of the Vendor and no portion thereof was declared to be vacant and/or excess land and since then the Vendor is an absolute owner and possessor of the said Property which due to inadvertence stands in the name of 'Gaekwad Investment Corporation' in the revenue records concerned (which name is yet to be rectified to 'Gaekwad Investment Corporation Private Limited').

AND WHEREAS the said Property was leased to the Ahmedabad Telecom Department, who ultimately vacated the same on 31st December, 2001;

AND WHEREAS the Vendor has agreed to sell the said Property on to the Purchasers and the Purchasers have agreed to purchase the said Property from the Vendor at or for the consideration and on the terms and conditions agreed by and between them and accordingly the Purchasers have now requested the Vendor to execute this Deed of Conveyance of the said Property being these presents to which the Vendor has agreed to do so in the manner as hereinafter appearing.

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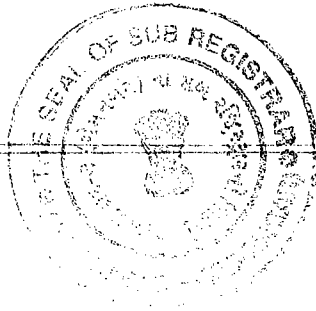
AHD 3-MGR

1893 ⁵/15

2008

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs.16,00,00,000/- (RUPEES SIXTEEN CRORES ONLY) paid on or before execution of these presents by the Purchasers to the Vendor being the full consideration for purchase of the said Property (the payment made in the manner mentioned in the Memo of Consideration appended hereinbelow and which the Vendor does hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the Purchasers) the Vendor hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser forever all that piece or parcel of freehold non agricultural land bearing Revenue Survey No.49 / Hissa No. 3 admeasuring 15,176 square metres and now bearing Final Plot No.113 of T.P.S. No.II admeasuring 11,105 square metres in the revenue village/Mouje Thaltej of Dascroi Taluka in the Registration District of Ahmedabad and Sub-District, Ahmedabad-3 (Memnagar) with the building and structures standing thereon shown by red colour outline on the Plan annexed hereto and more particularly described in the Schedule hereunder written (which said Land and the structures standing thereon are hereinafter referred to as "**the said Property**") **AND TOGETHER WITH** all the trees courtyards areas ways wells compounds paths plants lights liberties easements profits privileges advantages rights members and appurtenances whatsoever to the said Property belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held used occupied or enjoyed or reputed or known as part or member thereof or to be appurtenant thereto **AND ALSO TOGETHER WITH** all the deeds, documents, writings vouchers and other evidences, of title in possession of the Vendor relating to the said

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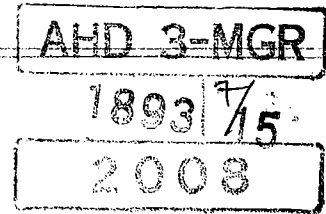
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Property or any part thereof **AND ALL THE** estate, rights, title, interest, use, inheritance, possession, benefits, claims and demands whatsoever, at law and in equity of the Vendor into out of or upon the said Property or any part thereof, **TO HAVE AND TO HOLD ALL** and singular the said Property hereby granted, released, conveyed and assured and intended or expressed so to be with and every of their rights, members and appurtenance unto and to the use and benefits of the said Purchasers forever **SUBJECT TO** the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat, Ahmedabad Municipal Corporation and any other local body or authority in respect thereof **AND** the Vendor doth hereby for itself and its successors in title and assigns covenants with the Purchasers, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or knowingly or willingly suffered to the contrary, it the Vendor now has itself good right, full power, and absolute authority to grant, release, convey, assign and assure the said Property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchasers in the manner aforesaid **AND** that it shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Property hereby granted with its appurtenance and receive the rents, issues and profits hereof and of every part thereof for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor from or by any person or persons lawfully or equitably

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claiming or to claim by, from, under or in trust for the Vendor **AND** that the free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor and further that the Vendor and all person having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said Property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said Property and every part thereof hereby granted **UNTO** and to the use of Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers or their counsel at law **AND THIS INDENTURE FURTHER WITNESSETH THAT** the said Property even though situated within the Village Limit of Thaltej the same falls within the Memnagar Police Station but the same has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of "Disturbed Areas" as mentioned in the 'Gujarat Prohibition of Transfer of Immovable Property and Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission thereunder is

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AHD 3-MGR

1893⁸/15

2008

required to be obtained for sale/transfer of the said Property by the Vendor to the Purchasers.

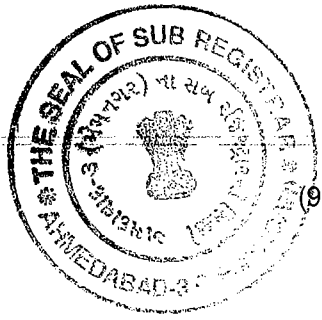
IN WITNESS WHEREOF the parties hereto have executed these presents in the manner hereinafter appearing at the place on the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of freehold non agricultural land bearing Revenue Survey No.49 / Hissa No.3 i.e. 49/3 admeasuring 15,176 square metres and now bearing Final Plot No.113 of T.P.S. No.II admeasuring 11,105 square metres in the revenue village/Mouje Thaltej of Dascroi Taluka in the Registration District of Ahmedabad and Sub-District, Ahmedabad-3 (Memnagar) with the building and structures admeasuring 7205 sq.mts of the year 1962 standing thereon and bounded as follows, that is to say:

On or towards the North : By Property bearing F. P. No.109;
On or towards the South : By Public Road;
On or towards the East : By Open Land
On or towards the West : By Property bearing F. P. No. 110
and 112

PM / hr



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2008

THE COMMON SEAL of the
within named Vendor,
GAEKWAD INVESTMENT
CORPORATION PRIVATE
LIMITED has hereunto been
affixed pursuant to the resolution
passed by the Board of Directors of
the Company in their meeting held
on 15th day of February, 2008 in
the presence of SHRI
PRATAPSIKH S. GAEKWAD,
Director of the Company who has
set and subscribed his signature
hereto in token thereof and who is
duly authorised by the Board of
Directors for the purpose

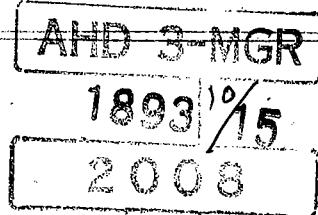
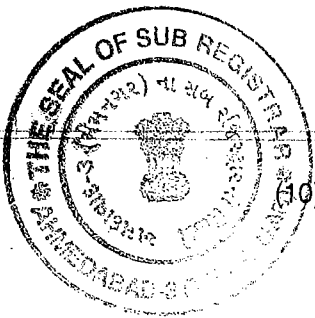
For Gaskwad Investment Corporation Pvt. Ltd.

G. Gaskwad

Director

in the presence of :

1. *[Signature]*
19/2/08
2. *[Signature]*
Advocate
19/2/08



THE COMMON SEAL of the within
named Purchaser, **MULTIMEDIA
TECHNOLOGIES PRIVATE
LIMITED** has hereunto been affixed
pursuant to the resolution passed by
the Board of Directors of the
Company in their meeting held on
16th day of February, 2008 in the
presence of SHRI KAMLESH B.
TRIVEDI, Director of the Company
who has set and subscribed his
signature hereto in token thereof and
who is duly authorised by the Board
of Directors for the purpose

in the presence of :

1. *Vinubhai. C. Shah*
2. *[Signature]*

For, Multimedia Technologies Pvt. Ltd.

[Signature]
(Director/Authorised Signatory)



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2008

MEMO OF CONSIDERATION

RECEIVED the day and year first hereinabove written of and from the within named Purchasers a sum of Rs.16,00,00,000/- (Rupees Sixteen Crores only) by Cheque No.235377 dated 19/02/2008 drawn on Standard Chartered Bank, Ahmedabad being the total consideration payable by the Purchasers to the Vendor for the sale of the said Property under the foregoing Deed.

We SAY RECEIVED

SHRI PRATAPSIKH S GAEKWAD
Director of
M/s. GAEKWAD INVESTMENT
CORPORATION PRIVATE LIMITED



(11)

AHD 3-MGR

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2008

**SCHEDULE AS PER SECTION 32 /A OF INDIAN
REGISTRATION ACT**

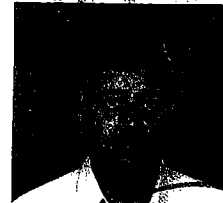
VENDORE



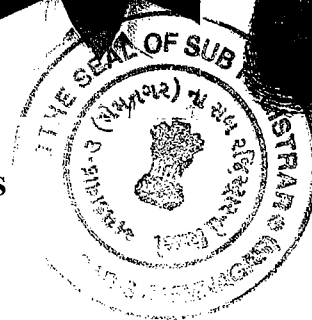
SHRI PRATAPSIKH S. GAEKWAD
Director of
M/s. GAEKWAD INVESTMENT
CORPORATION PRIVATE LIMITED



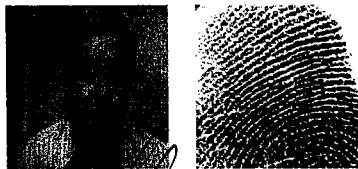
PURCHASER



SHRI KAMLESH B. TRIVEDI
Director of
MULTIMEDIA TECHNOLOGIES
PRIVATE LIMITED



Serial No. **1893**
presented of the office of the
Sub-Registrar of SRO-Ahmedabad-3 Memnagar
between the hour of **3** to **4**
on date **19/02/2008**



Multimedia Technologies Pvt. Ltd.
through its Authorised Director
Kamlesh B. Trivedi

(A. B. MER)
Joint Sub Registrar
SRO-Ahmedabad-3 Memnagar

Receipt No :- **2008001003915**

Received Fees as following Rs.

Registration Fees. **1600000**
Fee for photograpy (**15**) **150**
Postage Fee :- **50**

TOTAL :- 1600200

(Rupees Sixteen Lac Two Hundred Only)

(A. B. MER)
Joint Sub Registrar
SRO-Ahmedabad-3 Memnagar

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
1)	<u>Executant</u> Gaekwad Investment Corporation Pvt. Ltd. through its Director Shri Pratapsinh S. Gaekwad (Business) Hoechst House, G.F. Nariman Point, Mumbai. PAN No. AAACG6723B	36			
2)	<u>Claimant</u> Multimedia Technologies Pvt. Ltd. through its Authorised Director Kamlesh B. Trivedi (Business) Navneet House, Gurukul Road, Memnagar, Ahmedabad. PAN No. AAFCM3240A	51			



Executing Party
admits execution

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2008

1. Vinubhai Shah (Business)
C/o. Navneet House, Gurukul Road,
Ahmedabad.

2. Sudarshan M. Kanojia (Service)
Hoechst House, G.F. Nariman Point,
Mumbai.

State that they personally known
above named executant and
Identifies him/them

1. Vinubhai. C. Shah

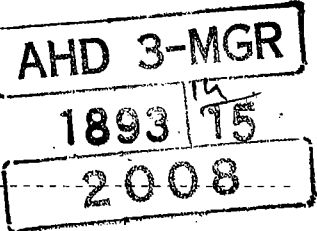
2. [Signature]



Day 19 of Month February - 2008

[Signature]
(A. B. MER)

Joint Sub Registrar
SRO-Ahmedabad-3 Memnagar



Produced Form No.1
for finalise the Marketvalue.
Date : 19/02/2008

[Signature]
(A. B. MER)

Joint Sub Registrar
SRO-Ahmedabad-3 Memnagar

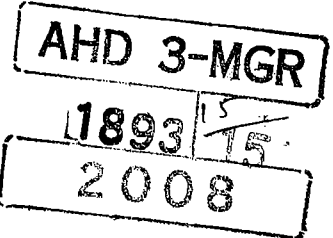
Verified PAN No/GIR No as per
IncomeTax Rules 1962.

Executant No. 4

Claimant No. 1

Conformer No. —

Date : 19/02/2008



(A. B. MER)

Joint Sub Registrar
SRO-Ahmedabad-3 Memnagar

Registered No. 1893 Book No. 1

Date : 19/02/2008

(A. B. MER)

Joint Sub Registrar
SRO-Ahmedabad-3 Memnagar

