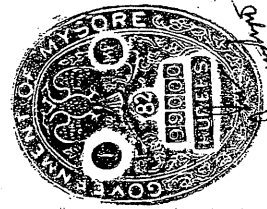


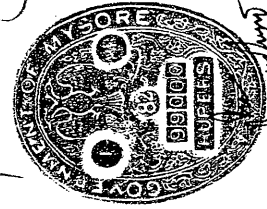
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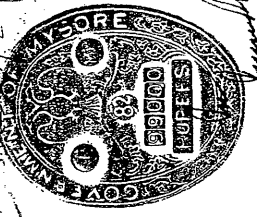
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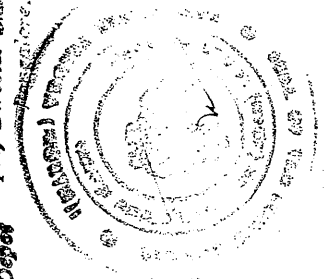
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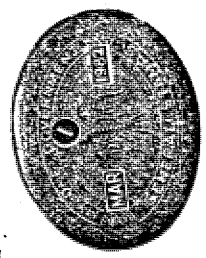
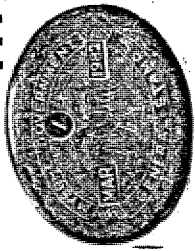
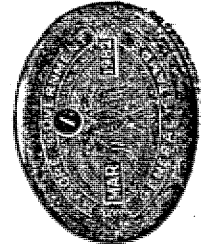
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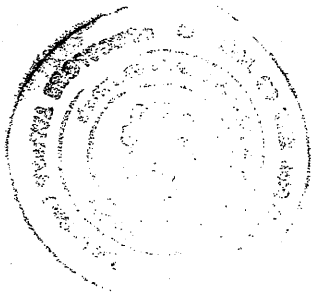
THIS INDENTURE made this fourth day of March

One Thousand Nine Hundred Eightytwo BETWEEN IBM WORLD TRADE CORPORATION incorporated under the laws of the State of Delaware, United States of America, having its principal office at 360, Hamilton Avenue, White Plains, New York 10601, United States of America and also having its principal place of business at Nehru House, No.4, Bahadurshah Zafar Marg, New Delhi, hereinafter called "the Vendors" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the One Part AND LARSEN & TOUBRO LIMITED an existing Company under the Companies Act, 1956 having its Registered Office at L & T House, Narotham Morarji Marg, Ballard Estate, Bombay 400 038 hereinafter called "the Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the Other Part :

1. WHEREAS between the 30th day of July 1969 and 20th day of March 1970 under several Sale Deeds more particularly described in Schedule "A" hereto made between several persons named in each of the said Sale Deeds as Vendors thereto of the one part and the abovenamed Vendors named in each of the said Sale Deeds as the Purchasers of the other part, several pieces of lands situate at Byatarayanapura Village, Yelahanka Hobli, Bangalore North Taluk, in the Registration Sub-District of Bangalore North Taluk, Bangalore District set forth against each item of the

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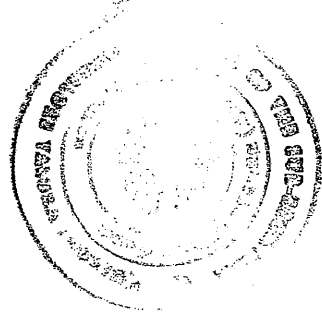
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aforesaid Sale Deeds in Schedule "A" hereto were for the consideration and price set out in the said Sale Deeds respectively in the aggregate 67 Acres and 22-1/2 Guntas were granted, conveyed and assured unto the Vendors hereto absolutely forever free from all encumbrances.

2. The Special Deputy Commissioner, Bangalore District, Bangalore vide his Official Memoranda bearing No.B.Dis.ALN.SR.4102 (1) dated 9th June 1969, (2) dated 29th July 1969, (3) dated 20th March 1973, (4) dated 7th December 1973, (5) dated 8th February 1974, (6) dated 19th June 1974 and (7) No.B.Dis-ALN-SR 81A(386)74-75 dated the 19th October 1974 has, out of the 67 Acres 22-1/2 Guntas agricultural lands specified in the Schedule "A" hereto, accorded sanction to the conversion of a total extent of 67 Acres 10-1/2 guntas for non-agricultural industrial purpose of manufacture of Poclain Multi Purpose Hydraulic Excavator Loaders and High Pressure Hydraulic Systems and System Components upon and subject to the several conditions set out in the said Official Memoranda in addition to usual conditions of conversion under Sections 95(2), 95(4) and 95(7) of the Karnataka Land Revenue Act, 1964, as have been distributively shown against each Survey Number set forth under several items of Sale Deeds specified in the said Schedule "A". The Vendors have duly paid the required Conversion Fine in respect of the lands so converted for non-agricultural industrial purpose as were levied under the aforesaid Official Memoranda of the Deputy Commissioner, Bangalore District, Bangalore, and have obtained the necessary Conversion Sanction Certificates (1) dated the 24th April 1971, (2) dated the 4th August 1973 and (3) dated the 8th November 1974 from the Tahsildar, Bangalore North Taluk, Bangalore, in respect of the said lands admeasuring 67 Acres 10-1/2 guntas.

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3. The Vendors have with the prior approval of the Chief Engineer, Communications & Buildings, Bangalore, bearing No.BC/F0 5816/Bangalore/69-70 dated the 15th June 1970 duly constructed pucca boundary wall and fence (including a pump house) around the said non-agricultural industrial lands admeasuring 67 Acres 10-1/2 guntas in the aggregate at the cost of Rs.1,81,971/- (Rupees One Lakh eightyone thousand nine hundred seventyone only). The Vendors have also sunk Bore Wells upon the said lands at the cost of Rs.60,295/- (Rupees Sixty thousand two hundred ninetyfive only) and have installed pump sets at the cost of Rs.10,350/- (Rupees Ten thousand threehundred fifty only).

4. The lands to the extent of 0 Acre 12 Guntas as per below particulars out of the aggregate lands of 67 Acres 22-1/2 Guntas covered by Schedule "A" hereto as have not been converted to non-agricultural industrial use are not within the pucca boundary wall put up by the Vendors as aforesaid viz.

Survey No.	A - G	Covered by Sale Deed and Registration Survey No.
88(Pt.)	0 - 08	6.11.69 No.2598/69-70
93/4(Pt.)	0 - 01	2.8.69 No.1913/69-70
98/1(Pt.)-2-3-4	0 - 02	4.8.69 No.1436/69-70
101/3(Pt.)	0 - 01	30.7.69 No.1363/69-70

5. The Vendors have paid supervision charges of Rs.2,05,098/- (Rupees Two lakhs five thousand ninetyeight only) to the City Improvement Trust Board, Bangalore and have secured from the said Board its approval of the industrial layout for the factory to be established on the said lands admeasuring 67 Acres 10-1/2 Guntas after having entered into necessary agreements with the City Improvement Trust Board, Bangalore, agreeing to abide by their conditions in terms of the

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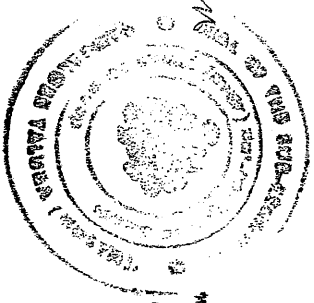
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conditions laid down under the aforesaid Official Memoranda of the Special Deputy Commissioner, Bangalore District, Bangalore, sanctioning conversion of the said lands admeasuring 67 Acres 10-1/2 Guntas for non-agricultural industrial use aforesaid.

6. In the events that have happened aforesaid the Vendors are well and sufficiently entitled to all those pieces or parcels of non-agricultural industrial lands, hereditaments and premises admeasuring 67 Acres and 10-1/2 Guntas now consolidated as one piece of land surrounded by a pucca boundary fence wall together with the buildings and structures thereon situate at Byatarayanapura Village, Bangalore North Taluk and more particularly described in the Schedule "B" hereunder written. The Vendors agreed to sell to the Purchasers and the Purchasers agreed to purchase from the Vendors the said lands, hereditaments and premises more particularly described in Schedule "B" hereunder written at a price worked out at Rs. 35,000/- (Rupees Thirtyfive Thousand only) per acre free from all encumbrances. The terms and conditions of this agreement are embodied in the Agreement for Sale dated 11.8.1973 and also in the letter bearing No. Legal/081/74 dated 31st October, 1974 from the Purchasers to the Vendors. In pursuance of the said agreement the Vendors delivered to the Purchasers possession of the said lands, hereditaments and premises on 11.11.1974 and the Purchasers have since then erected various buildings at their own cost which are presently standing thereon. On the coming into force of the Urban Land (Ceiling & Regulation) Act, 1976, an application for exemption under Section 20 thereof in respect of the said land was made and the Government of Karnataka has granted the exemption - vide Notification No. HWA 81 CUP 77 dated 2.6.1977. An application was made on 22.9.1977 under Section 27 of the said Act for permission for

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registration of this Sale Deed and the said permission stood granted by the lapse of sixty days from the date of application as confirmed by the High Court of Karnataka in Writ Petition No.11462/78 and in Writ Appeal No.935/79.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.2,00,000/- (Rupees Two Lakhs only) paid on or about the 11th day of August 1973 by way of earnest and a sum of Rs.13,00,000/- (Rupees Thirteen lakhs only) paid on or about the 11th day of November 1974 against delivery of possession of the said lands hereditaments and premises and the balance of Rs.8,54,188/- (Rupees Eight Lakhs fiftyfour thousand one hundred eightyeight only) paid on or about the fiftyfour thousand one hundred eightyeight only) paid on or about the execution hereof by the Purchasers to the Vendors aggregating to Rs.23,54,188/- (Rupees Twenty three lakhs fiftyfour thousand one hundred eightyeight only) (the payment and receipt whereof the Vendors do hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchasers) of which as mutually agreed to by and between the Vendors and the Purchasers hereof the sum of Rs.21,01,572/- (Rupees Twentyone Lakhs one thousand five hundred seventytwo only) represents the price of lands admeasuring 67 Acres and 10-1/2 Guntas hereby conveyed and assured unto the Purchasers by the Vendors and a sum of Rs.2,52,616/- (Rupees two lakhs fiftytwo thousand six hundred sixteen only) represents the cost incurred by the Vendors for constructing the pucca compound wall fence around the said lands (including the cost of Pump House), the cost of sinking Borewells and the cost of Pump Sets installed on some of the Bore wells aforesaid THEY THE VENDORS DO HEREBY grant sell assign release convey and assure unto the Purchasers forever ALL those pieces or parcels of non-agricultural industrial land or ground

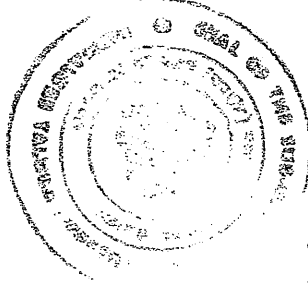
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admeasuring in the aggregate 67 Acres and 10-1/2 Guntas or thereabouts equivalent to 27 Hectares and 22 Ares or thereabouts situate lying and being at Byatarayanapura Village, Yelahanka Hobli, Bangalore North Taluk in the Registration Sub-District, Bangalore North Taluk, Bangalore District, Bangalore and more particularly described in the Schedule "B" hereunder written and shown delineated in the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary line together with several bore wells with pump sets installed on some, the pucca compound wall fence and Pump House structure standing thereon (which entire lands hereditaments and premises are hereinafter for brevity's sake referred to as "the said premises") TOGETHER WITH all and singular houses, outhouses, edifices, buildings, court yards, areas, ways, wells, compounds, paths, passages, waters, water-courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said premises or any part thereof belonging to or in any wise 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 to belong to or be appurtenant thereto AND ALSO TOGETHER WITH all the deeds, documents, writings, vouchers and other evidence of title relating to the said premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and/or demand whatsoever both at law and equity of the Vendors in to out of or upon the said premises or any part thereof TO HAVE AND TO HOLD ALL and singular the said premises hereby granted, conveyed and assured or intended or expressed so to be with their rights, members and appurtenances UNTO AND TO THE USE and benefit of the Purchasers forever subject to the payment of all rents, rates, taxes, assessments, duties, now chargeable upon the same or which may hereafter

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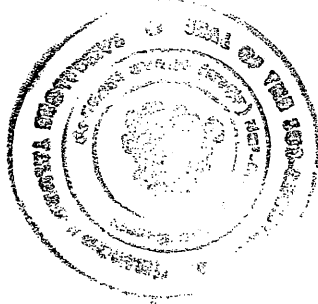
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become payable in respect thereof to the State Government of Karnataka or the Improvement Trust Board, Bangalore, or to the Gram Panchayat or any other public body or authority in respect thereof by the Purchasers AND THE VENDORS do hereby for themselves their successors and assigns COVENANT with the Purchasers that notwithstanding any act, deed, matter or thing whatsoever by them the Vendors or by any person or persons lawfully or equitably claiming by from through under or in trust for them, made, done committed, or omitted or knowingly suffered to the contrary they the Vendors now have in themselves good right, full power and absolute authority to grant, sell, convey, release and assure the said premises hereby granted, conveyed, released or assured or intended or expressed so to be unto and to the use of the Purchasers in manner aforesaid AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess, and enjoy the said premises hereby granted and conveyed with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or their successors and assigns or from or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the Vendors well and sufficiently saved, defended, and kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them AND FURTHER that the Vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity

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VIII Sheet No
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in the said premises hereby granted or conveyed or any part thereof by from under or in trust for them the Vendors or their 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 Purchasers do and execute or cause to be done or executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the better further and more perfectly and absolutely granting conveying and assuring the said premises and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers their successors and assigns or their Counsel in law.

IN WITNESS WHEREOF the Vendors have hereunto by their duly constituted Attorney, Dr. B.M. Srinivasa Rao set and subscribed his hand the day and year first hereinabove written.

SCHEDULE "A" ABOVE REFERRED TO

Sl. No.	Date of Sale Deed	Regn. Sl. No. of Bang.N. Taluk	Survey No.	Area A. G.	Area converted to N-A use A. G.	Consideration Rs.	Name of transferor
1.	6.11.69	2598/69-70 Vol.2714	88(Pt.)	1-08	1-00	13,800/-	Ugrappa S/o Kempanarasappa & Others
2.	1.8.69	1393/69-70 Vol.2703	89/1	1-32	1-32	20,700/-	Thoti Byrappa S/o Bachappa & Others.
3.	20.3.70	4097/69-70 Vol.2732	89/2	0-32	0-32	9,200/-	Munisadappa S/o Kenchappa & Another
4.	30.7.69	1364/69-70 Vol.2701	90(Pt.) 91	3-10 0-35	3-10 0-35	48,875/-	Hanumanthappa S/o Adeppa

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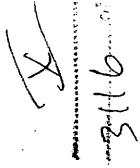
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Sl. No.	Date of Sale Deed	Regn. Sl. No. of Bang. N. Taluk	Survey No.	Area A. G.	Area converted to N-A use A. G.	Consi- dera- tion Rs.	Name of transferor
5.	30.7.69	1362/69-70 Vol.2700	90(Pt.) 99(Pt.)	2-25 1-25	2-25 1-25	48,875/-	Narayana Samappa & Others.
6.	30.7.69	1367/69-70 Vol.2701	92/1 93/1	0-29 0-29	0-29 0-29	16,675/-	Anjanappa S/o Muninanjappa & Others.
7.	30.7.69	1361/69-70 Vol.2701	99(Pt.)	4-10	4-10	48,875/-	Aswathappa S/o Adeppa
8.	2.8.69	1401/69-70 Vol.2700	93/2(Pt.)	0-14 $\frac{1}{2}$	0-14 $\frac{1}{2}$	4,168.75	Thoti Timrayappa S/o Munisamappa & Others
9.	2.8.69	1397/69-70 Vol.2700	93/2(Pt.)	0-14 $\frac{1}{2}$	0-14 $\frac{1}{2}$	4,168.75	Thoti Venkatappa S/o Sonnappa
10.	2.8.69	1398/69-70 Vol.2703	97/1-2-3	4-12	4-12	49,450/-	Thoti Venkatappa S/o Sonappa
11.	2.8.69	1414/69-70 Vol.2703	93/3(Pt.)	0-20	0-20	5,750/-	Motappa S/o Chikkaugrappa & Others.
12.	2.8.69	1415/69-70 Vol.2701	93/3(Pt.)	0-29	0-20	5,750/-	Chikdirappa S/o Chikkaugrappa & Others.
13.	2.8.69	1416/69-70 Vol.2702	93/3(Pt.)	0-20	0-20	5,750/-	Koreshappa S/o Chikkaugrappa & Others.
14.	2.8.69	1417/69-70 Vol.2700	93/3(Pt.)	0-20	0-20	5,750/-	Jalrappa S/o Chikkaugrappa & Others.
15.	2.8.69	1413/69-70 Vol.2700	93/4	1-01	1-00	11,787.50	Muniamma W/o Dondu Munisamappa
16.	2.8.69	1411/69-70 Vol.2701	93/5	0-39	0-39	11,212.50	Narayanamma W/dairappa
17.	2.8.69	1412/69-70 Vol.2702	94/1 94/2	1-08 0-21	1-08 0-21	19,837.50	Thammanna S/o Munisamappa & Others.
18.	2.8.69	1400/69-70 Vol.2702	94/3	0-20	0-20	5,750/-	Satyanarayan Rao S/o Sanjeevayya & Others
19.	4.8.69	1426/69-70 Vol.2703	94/4	1-14	1-14	15,925/-	B.A. Pillappa S/o Appannappa & Others.

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B. A. Pillappa



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S1. No.	Date of Sale Deed	Regn. S1. No. of Bangalore N. Taluk	Survey No.	Area A. G.	Area converted to N-A use A. G.	Consideration Rs.	Name of transferor
20.	30.7.69	1368/69-70 Vol. 2700	95/1 95/2 96/1 (Pt.) 104/2	1-10 2-20 1-36 1-07	1-10 2-20 1-36 1-07	1,60,500/-	M. Anjenappa S/o Muminanappa & Others.
21.	4.8.69	1435/69-70 Vol. 2701	96/1 (Pt.) 104/3	2-26 0-28	2-26 0-28	38,525/-	Muniamma W/o Munisamappa & Others
22.	4.8.69	1399/69-70 Vol. 2701	96/2	1-38	1-38	22,425/-	Thoti Munisamappa Nanjappa & Others
23.	4.8.69	1436/69-70 Vol. 2702	98/1-2-3-4	7-05	7-03	81,362.50	Nanjappa S/o Mariappa & Others
24.	2.8.60	1404/69-70	100/1 (Pt.)	0-31	0-31	8,912.50	M. Krishnappa S/o Munichinnappa & Others
25.	4.8.69	1437/69-70 Vol. 2700	101/1 (Pt.)	0-25	0-25	7,187.50	Chikkanunisamappa S/o Oodi Muniappa & Others
26.	1.8.69	1391/69-70 Vol. 2701	101/1 (Pt.)	0-11 $\frac{1}{4}$	0-11 $\frac{1}{4}$	3,450/-	Smt. Beramma W/o Dod Appayanna
27.	30.7.69	1366/69-70 Vol. 2703	101/1 (Pt.) 102/1	0-12 3-00	0-12 3-00	37,950/-	Nanjundappa S/o Lakkappa & Others
28.	31.7.69	1374/69-70 Vol. 2700	101/1 (Pt.) 104/1	0-01 $\frac{1}{4}$ 1-24	0-01 $\frac{1}{4}$ 1-24	18,759.37	Hanumanthappa S/o Munibeerappa & Others
29.	31.7.69	1376/69-70 Vol. 2701	101/2 (Pt.)	0/11	0/11	3,162.50	Narayanappa S/o Bachappa & Others
30.	30.7.69	1363/69-70 Vol. 2703	101/3 102/2	1-31 1-27	1-30 1-27	40,250.00	Byrappa S/o Bachappa & Others
31.	31.7.69	1377/69-70 Vol. 2700	102/3	1-31	1-31	20,412.50	Dod Sonappa S/o Kempanna & Others
32.	30.7.69	1365/69-70 Vol. 2700	103	4-32	4-32	55,200/-	Narsinhappa S/o Narbasappa & Others.
33.	31.7.69	1375/69-70 Vol. 2703	104/4	0-37	0-37	10,637.50	Chikkamuniappa S/o Muntisamappa & Others.
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SCHEDULE "B" ABOVE REFERRED TO

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All the buildings and structures that are now existing on the said premises (excepting the compound wall, pump house and borewells) have been constructed by the Purchasers at their own cost after 11.11.1974 when the possession of the above land was delivered by the Vendors to the Purchasers. Hence the consideration mentioned in this Sale Deed is the price for the land including the compound wall, pump house and borewells thereon, which price is the market value thereof, viz. Rs.23,54,188/- (Rupees twentythree lakhs fiftyfour thousand one hundred and eightyeight only).

SIGNED AND DELIVERED BY
Dr. B.M. Srinivasa Rao
the duly Constituted Attorney
of the withinnamed Vendors
IBM WORLD TRADE CORPORATION
in the presence of :

B.M. Srinivasa Rao

Witness :

1. *B. Srinivasan*
Advocate

2. *B. Srinivasan*
(R.V.S. NAIK)
Advocate

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchasers the sum of Rs.8,54,188.00(Rupees Eight lakhs fiftyfour thousand one hundred eightyeight only) which together with (1) the sum of Rs.2,00,000/- (Rupees Two lakhs only) paid by the Purchasers on or about the 11th day of August 1973 and (2) Rs.13,00,000/- (Rupees Thirteen lakhs only) paid by the Purchasers on or about the 11th day of November 1974 aggregating to Rs.23,54,188/- (Rupees Twenty three lakhs fiftyfour thousand one hundred and eightyeight only) being the

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B.M. Srinivasa Rao

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Rs. 23,54,188/-

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