HITAL TARTER INDIAMON JUGARAN PRESIDENT FOR SALE OF FACTORY BULIDING SITUATED AT PLOT NO.78,

ACTIFICIAL LIMB CENTRE.

AGREEMENT FOR SALE executed on this 30th day of August, 2011 between.

M/s Vishwas Artificial Limb Centre, a unit of Mangalam Charitable Trust, a Trust agistated under Trust Act and having its registered office at 14, Hospital Road, Cwalior are mafter referred to as the "(VALC)" (which expression shall unless the context more requires, include his heirs, executors, administrators, permitted assigns, onessors) party of the First Part:

AND

weekay Technocrat (p) ltd. a Company registered under the Companies Act, and having its registered office at Plot No.1 & 4 ,Block * NH-2,NIT Faridabad arran to as the "Yeekay Technocrat" (which expression chall unless the context requires, include his heirs, executors, administrator's, permitted assigns, acessura; party of the second Part.

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WHEREAS the party of the First Part has got the leasehold rights over the land measuring 16882 sq.mtrs situated at Plot No.-78, Industrial Area, Malanpur, Distt. Bhind granted by the M.P.Audyogik Kendra Vikas Nigam Limited (Now Industrial Infrastructure Development Corporation -IIDC) through lease deed dt.13-12-19 (photocopy attached as Annexure-1) for set up an industry.

Person

M/s Viswash Artificial Limb centre has constructed building and run an industrial unit on the said land but due to unavoidable circumstances, they have to discontinue the production activities in the said unit. They therefore ,decided to transfer the ownership said land and the building constructed including boundary wall and gate etc. thereon on as is where is basis.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

In consideration of purchase of said building by M/s Yeekay Technocrat (p) ltd. from the party on first part along with transfer of ownership of the land, it is hereby agreed amongst the parties here to as under:

The M/s Viswash Artificial Limb centre agree to sale assets situated at at Plot No.-78, Industrial Area, Malanpur, Distt. Bhind and will make request to IIDC the ownership of land in favour of Yeekay Technocrat (pvt.) Ltd., at the consideration given as under:-

Towards transfer of ownership of factory building Rs 36,00,000/- (Thirty six lacs only)

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(3)

- The cost stamp duty and fee of transfer of ownership of land and building and registration and stamp duty on execution of this agreement of sale will be borne and paid by Yeekay in addition to above consideration.
- The VACL assure the Yeekay that the property is free from all encumbrances, attachments, charges and other claims and agree that they shall handover the Title Deeds, Latest lease rent Receipts and all documents necessary for assuring the Yeetkay of good title and to enable IIDC to transfer the same in favour of Yeekay.
- 4. It is clear that all dues till the date of transfer of ownership of building any govt body whether state or central govt. including Excise deptt., state sales Tax deptt., electricity board, MPAKVN, financial institutions, banks, trade creditors, labour or any other dues whatsoever (if any) accrued on account of carrying on the business or in regards to the said land and building of VACL (an earlier where) it shall be the sole responsibility of VACL which shall be cleared by VACL. Subsequent to the date of transfer/registry, all such dues shall be liability of Yeekay Technocrat.

For Vishwas Artificial Limb Centre

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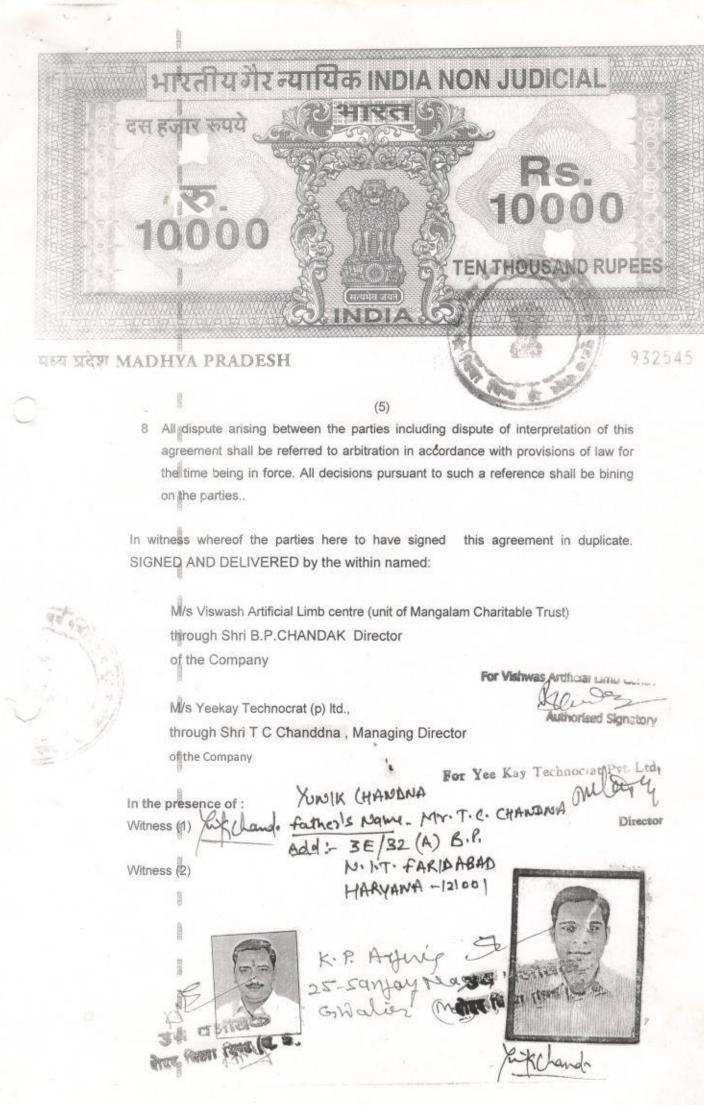


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- 5 In default of the terms of this agreement by the Yeekay Technocrat the M/s Viswash Artificial Limb centre have the right to forfeit the advance paid by the Yeekay Technocrat and treat this agreement as cancelled or can claim interest @ 18% per annum for the delayed period on the outstanding amount. In default of the terms of the agreement by the M/s Viswash Artificial Lim centre, the Yeekay Technocrat have the right to claim return of the amount paid by them with interest @ 18% per annum and any other actual expenses incurred by Yeekay for getting the land transferred . In case lease is not transferred by IIDC due to any reason then the advance and sale consideration received by VACL under this agreement will be refunded without interst.
 - The Yeekay shall pay to the VALC, the total consideration as under:-
 - On signing of this sale agreement Rs 36,00,000/- (Thirty six lacs only) Through DD no. 081823, 081824, 081825, 081826 dt.29/08/11 Bank of India , payable at Gwalior M.P of Rs.9,00,000/- (Nine lacs each only).
 - In event of any secured/unsecured claims raised by any party Govt./non govt. agency on VACL on account of their carrying out the business till the date of transfer of premise notified even after the transfer of the ownership of land and building Yeekay shall not be liable for the same and VACL shall pay/sort out the same at its expenses.

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For Yee Kay Techpocrat Pyr. Ltd.





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