

This Deed of Sale is made at Roorkee on 10th day of January, 2007.

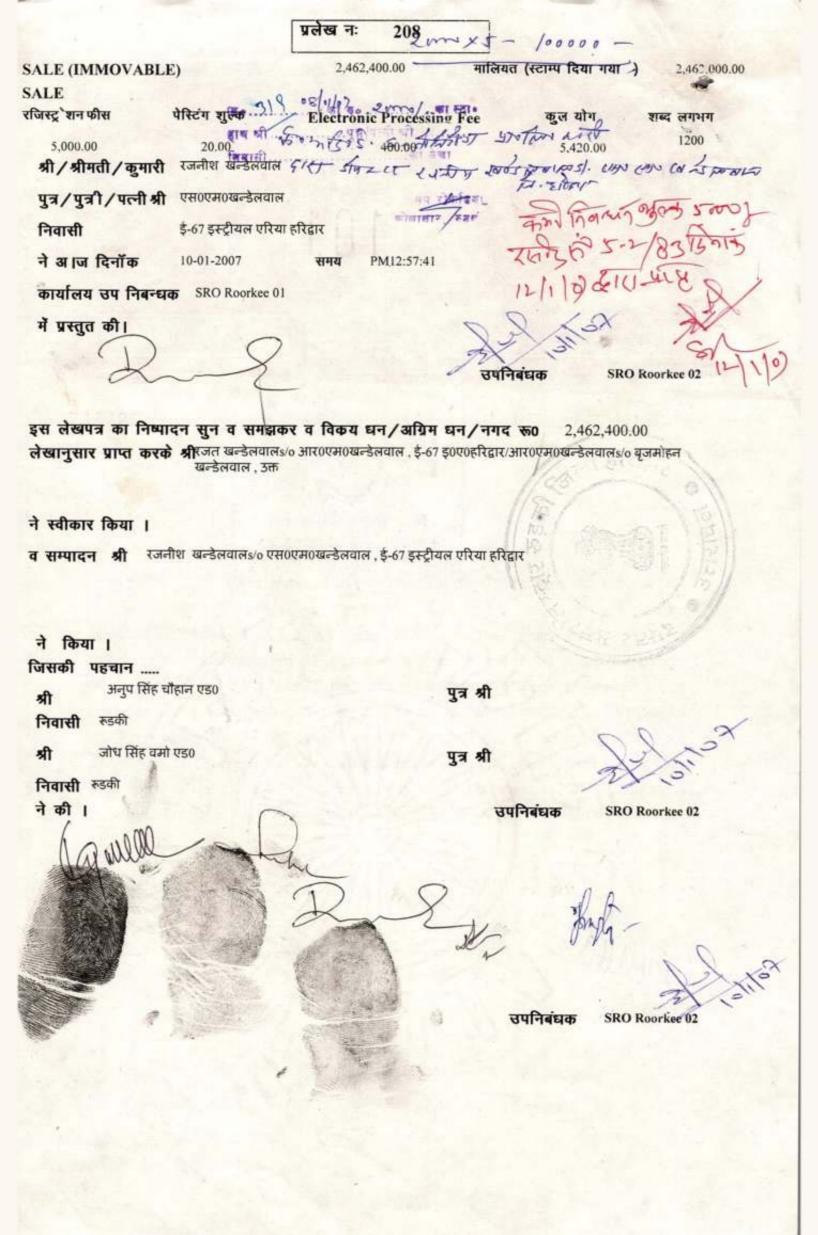
BY

M/s K.I.E. Infrastructure Enterprises, C-354/30, Civil Lines, Roorkee, Dist.Hardwar, Uttaranchal, a partnership firm through the partner Mr. Rajat Khandelwal, S/o Shri Radha Mohan Khandelwal, R/o E-67, Industrial Area Hardwar, Tehsil & Distt. Hardwar, and Mr. R. M. Khandelwal, S/o Shri Brij Mohan Lal Khandelwal, R/o E-67, Industrial Area Hardwar, Tehsil & Distt. Hardwar, Director KIE Infrastructure & Projects Pvt. Ltd. authorized to execute this sale deed vide Power of Attorney registered document no. 138 dated 11/8/2006, 142 dated 14/8/06 and 144 dated 14/08/06, in the Sub Registrar Office, Roorkee, executed in their favor by all the remaining partners of the above firm, (hereinafter referred to as the 'Sellers').

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IN FAVOUR OF

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M/s KIE Engineering Pvt. Ltd., (hereinafter referred as the purchaser') represented herein by its Director, Mr. Rajnish Khandelwal S/o Sh. S.M. Mandelwal, E-67 Industrial Area, Haridwar-249401 (Uttaranchal).

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Whereas the seller is a partnership firm with Sarvashri Shree Mohan Khandelwal, Radha Mohan Khandelwal, Manish Khandelwal, Rajat Khandelwal, Rajnish Khandelwal and M/s K.I.E. Infrastructures & Projects Pvt. Ltd. (a registered company) as its partners constituted vide partnership deed dated 11th August 2006.

Whereas the above named partners No.1 to 5 vide different sale deed purchased land of Khasra Nos.361/2.0380, 363/0.072, 364/0.0430, 365/0.3110, 366/2.021, 367/2.0090, 368/2.5540, 369/0.086, 370/1.333, 371/0.3780, 372/0.7855, 373/0.2690 all situated at

Village Mundiyaki and half of Khasra No.11 i.e. area 0.615 Hect., situated at Village Dahiyaki, Pargana Manglour, Tehsil Roorkee, District Hardwar and became Bhumidhar

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with transferable rights of the above land. The above purchasers/partners of the seller firm contributed the above entire land towards their capital in the above firm and the above land thus became property of the seller. The seller is in peaceful vacant possession of the above land having perfect marketable title and unrestricted & unfiltered rights to transfer the above land, and

Whereas the above land has come under notified industrial area being developed by the company M/s K.I.E. Infrastructure & Projects Pvt. Ltd. Along with the seller firm under the above partnership deed dated 11th August 2006 to develop and maintain the industrial estate.

AND WHEREAS the seller has agreed to sell to the purchaser, land bearing plot No. 28A in KIE Industrial Estate so developed, falling and comprising in Khasra no. 370 (534.6 sq.m. - 0.0534 hect. of 1.330 hect.), 371 (635.9 sq.m. - 0.0635 hect. of 0.378 hect.) & 372 (1881.3 sq.m. - 0.1881 hect. of 0.7855 hect.), 373(26.20 Sq.m. - 0.0026 Hect of 0.269 Hect.) measuring 3078 Sq. mtrs. (0.3078 Hect.) in village Mundiyaki, Paragna: Manglour, Tehsil: Roorkee, District: Hardwar.

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AND WHEREAS the aforesaid property is free from all encumbrances such as liens, Property demands pledge charge, mortgages, prior sale or sale agreement etc. and there is no dispute or litigation relating to the aforesaid property.

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The property is also declared under section 143 U. P. Z. A. by the court of Assistant Collector Ist Class Roorkee District Hardwar.

AND WHEREAS the Seller is desirous of selling the above property. The Seller further represents and state that the title to the above property is absolutely free and that there is no litigation or dispute with any of the farmers pending or otherwise.

AND WHEREAS M/s KIE Engineering Pvt. Ltd., an existing company under the Companies Act 1956 having its registered office at 74B, Industrial Estate, Nunhai, Agra hereinafter referred to as the "Purchaser" represented herein by its Director Mr. Rajnish Khandelwal S/o Sh. S.M. Khandelwal R/o E-67, Industrial Area, Haridwar-249401 (Uttaranchal) is desirous of purchasing the above mentioned property.

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The term 'Seller' and the 'purchaser' wherever the context so requires shall mean and include their respective heirs, administrators, representatives and assigns.

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DEFINITIONS:

(i) "Seller" shall mean M/s K.I.E. Infrastructure Enterprises, C-354/30, Civil Lines, Roorkee, Distt. Hardwar, Uttaranchal, a partnership firm through Partners Mr. Rajat Khandelwal, S/o Shri Radha Mohan Khandelwal, and Shri Radha Mohan Khandelwal S/o Shri B. M. L. Khandelwal, both R/o E-67, Industrial Area Hardwar, Tehsil & Distt. Hardwar, The "Partnership Deed" is duly registered vide document no 146 dated 18-08-2006 at Sub Registrar Office, Roorkee

(ii) "Property" shall mean the land measuring 3078 sq. meters approx. and situated at Village: Mundiyaki, Pargana: Manglour, Tehsil: Roorkee, District: Hardwar and as described in the attached Schedule I.

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(iii) "Price" shall mean the consideration of Rs. 800% per square meter of the above property and the total sale consideration shall be Rs 24,62,400/- (Rupees Twenty four lakhs Sixty two thousand four hundred only).

REPRESENTATIONS:

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 WHEREAS the Seller is the absolute owner of the land in the Village Mundiyaki, Tehsil Roorkee and more fully described in the schedule I which forms part and parcel of this Sale Deed and is seized and possessed of and/or otherwise sufficiently entitled to all that piece and parcel of the said land.

AND WHEREAS the Seller has represented that it is the rightful and legal owner of the Property which has been purchased by the partners of M/s KIE infrastructure Enterprises, the seller, as per the details given below in the table and the seller has full right and absolute authority to sell and transfer the same to the Purchaser.





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S. No. & Name of the parties	Khasr a No.	Area in Hectare	Party's Name from whom purchased	Location 006 ××	Sale Deed	Date of sale deed
1, Shri, S. M. Khandelwal	367 & Half of 366	2.0090 1.0105	Mr. Subhash Chand	Mundiyaki	5000	26.11.05
	Half of 11	0.615	Mr. Sukhlal	Dahiyaki	2036	18.04.06
2. Shri. R. M. Khandelwal	372	0.7855	Mr. Madan Lal	Mundiyaki	2271	27/04/06
	373	0.2690	Mr. Madan Lal	Mundiyaki	2272	27/04/06
Mr. Manish Khandelwal	370 371	1.333 0.3780	Mr. Sadhu Ram	Mundiyaki	53	06/01/06
	365 363 369	0.311 0.072 0.086	Exchange from Gram Sabha against 370 & 371	Mundiyaki	Order dated 15-07-2006 under section 161	06-01-2006 & 15/07/2006
Shri. Rajat Khandelwal	368	2.5540	Mr. Ayodhya Prasad	Mundiyaki	4770	14/11/05
	364	0.0430	Mr. Mitthan	Mundiyaki	3821	07/07/06
5. Shri. Rajnish Khandelwal	361	2.0380	Mr. Chander Bose	Mundiyaki	2049	19/04/06
	366	1.0105	Mr. Chander Bose	Mundiyaki	2050	19/04/06

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- 3. AND WHEREAS the Seller has represented that the said Property has not been requisitioned under any law in force and that there is no requisition or acquisition proceedings whatsoever pending before any authority or the Court of Law.
- AND WHEREAS the Seller has offered to sell the schedule mentioned Property for a sum of Rs. 800 per sq. meter free from all encumbrances to which the Purchaser has agreed.
- 5. AND WHEREAS the Seller has represented that the present sale is in accordance with the applicable guidelines of Government of Uttaranchal for industrial estates and that it has the necessary permissions/clearances as applicable. The Land is to be utilized for industrial activity only and it cannot be used for any or commercial use like residential colony, schools, hotels, markets, hospital etc.

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6. AND WHEREAS the purchaser has agreed to purchase the said Property in good faith relying on the representations and assurances made by the Sellers and more fully described herein.

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NOW THIS INDENTURE OF SALE DEED WITNESSETH AND THE PARTIES HERETO AGREED AS FOLLOWS:

The seller shall sell and the purchaser shall purchase the scheduled mentioned Property together with the rights, obligation and covenants, which are attached or go with the ownership of the schedule property for a consideration of Rs. 800 per sq. meter amounting to Rs 24,62,400/-. The sale price agreed to is Rs. 800/- per sq. meter to be paid to Seller.

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6. AND WHEREAS the purchaser has agreed to purchase the said Property in good faith relying on the representations and assurances made by the Sellers and more fully described herein.

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The seller shall sell and the purchaser shall purchase the scheduled mentioned Property together with the rights, obligation and covenants, which are attached or go with the ownership of the schedule property for a consideration of Rs. 800 per sq. meter amounting to Rs 24,62,400/-. The sale price agreed to is Rs. 800/- per sq. meter to be paid to Seller.





MANNER OF PAYMENT

2. That the total consideration of Rs 24,62,400/- (Rupees Twenty Four Lakhs Sixty two thousand four hundred Only) is being paid by the purchaser vide Cheque No. 931188 dated:9-1-2007 of State Bank of India, Agra favouring M/s KIE Infrastructure Enterprises as per the instructions of the Seller and the Seller acknowledges and admit the receipt of the entire sale consideration and deposited in KIE Infrastructure Enterprises as per the terms of partnership agreement dated 24.7 2006 between all the consorting partners and acknowledged and the seller do hereby transfer and assign ALL THAT Property more fully described in the schedule I

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given at the foot of this deed-with all easements? privileges and right attached therewith or reputed to be part thereof UNTO the purchaser TO have and HOLD the said Property as its absolute owner / bhumidhar and to enjoy the same in any manner they may like without any let, hindrance, disturbance or interruption by the Seller or any person claiming through or under him.

That the Seller hereby further covenants with the purchaser as under:

3. That the said Property is free from all sorts of litigations, disputes and liens etc. and the same is not subject matter of any proceedings of acquisition or requisition pending in any court or tribunal nor the same is subject matter of any court attachment and the seller has clear and subsisting title over the said Property and has unrestricted right to transfer the same.

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- 4. That all revenues and dues in respect of the said property dirthe date of this sale deed shall be borne and paid by the Seller and thereafter by the Purchaser.
- 5. That the physical vacant possession of the said property has been delivered to the Purchaser. The Seller shall handover the certified copies of the original documents and the title deeds to the Purchaser on the execution of this Sale Deed.
- That from today the Purchaser shall be entitled to use and utilize the said property or any part thereof
 in any manner whatsoever without any let, disturbance or hindrance from the Seller.
- 7. That the property being sold comprises of industrial plot situated in village Mundiyaki, Pargna Manglour, Tehsil Roorkee, and District Hardwar now known as KIE Industrial estate. The consideration of property hereby sold is Rs 24,62,400/- (Rupees Twenty Four Lakhs Sixty two thousand four hundred Only) The prescribed circle rate for the area in acquisition is Rs. 800/- per Sq. meter. The total land area being hereby sold is 3078 Sq. meters (0.3078 hectare) and the value of land as per the prescribed circle rate comes to Rs 24,62,400/- (Rupees Twenty Four Lakhs Sixty two thousand four hundred Only)

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- That upon execution of this sale deed the sale has been left with no right claim or interest
 of any nature whatsoever over the said property or in any partithereor.
- 9. That the land is situated within the notified industrial area vide letter no. 375/241-14-12-12005-06 on dated 31-10-2005 & No. 27/413-12005-06 dated April 20, 2006 and is being purchased by the purchaser for using it for industrial purposes.
- That neither the seller nor purchaser belongs to any scheduled caste or scheduled tribe.
- 11. That the said property or any part thereof is not affected by the provisions of any Ceiling Act.
- The purchaser agrees and undertakes that he shall, as far as possible, employ 70% of its workforce from the state of Uttaranchal and shall continue to give preference to candidates from among the Uttaranchal domicile in the unit set up/to be set up on plot of land now allotted.
- 13. That after execution of this sale deed the buyer / purchaser / vendee has become its sole, absolute and exclusive owner and is at liberty to utilize the same for industrial use in any manner whatsoever as it likes, subject to, SIDCUL GDCR Regulations 2005 or any such order/regulation which shall be in force and needs to be followed as per department of Industrial Development, Govt of Uttaranchal.

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- 14. The buyer / purchaser / vendee shall have to pay all the local and general taxes, rates or cesses etc. as imposed on the said plot from time to time and as may be prescribed by a local or state or any other competent authority 5 (U.A.) 2006
- The purchaser/vendee/buyer shall have to apply for approvals from State/Central Government's authorities in connection with environmental clearances and Install Effluent Treatment Plant/or pollution control equipments and to appear in the concerned offices and to sign all kinds of papers applications appeals etc as may be required on its own cost & consequences.
- The Seller assures that it has not entered into any sale agreement or the Sale Deed with regard to the schedule property with any other person. And the seller assures the Purchaser that the said land is free from all kinds of encumbrances such as prior sale, gift mortgage, disputes, litigation, acquisition, attachment in the decree of any courts, notices, lien, court injunction, lease, agreement to sell etc and if it is ever proved otherwise, or if the whole or any portion of the said land is taken away or goes out from the possession of the Purchaser on account of any legal defect in the ownership and the title of the vendors, then the seller shall be liable and responsible to make good the loss suffered by the Purchaser.

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7. The land revenue and other dues and remands if any payable in respect of the said land shall be paid by the Seller up to date of this Sale Deed and thereafter, the Purchaser shall be responsible for the payment of the same.

- 18. That excepting the seller nobody else has any right, title, interest, claim or demand whatsoever or howsoever and in respect of the said property.
- 19. That no notice of acquisition or requisition has been received or served upon the Seller in respect of the said property or any part thereof.
- 20. That in case the said land is acquired by any government authority, then the Purchaser shall be entitled to receive the compensation from the concerned government authority and the Seller shall have NO OBJECTION for the same.
- 21. That any error or misstatement or omission in the description of the property shall not annul the sale, however, any actual loss that may be caused to the Purchaser on account of misstatement shall be made good by the seller.

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22. JURISDICTION:

The Courts at Roorkee alone shall have the jurisdiction to entertain and decide all and any disputes or differences, which may arise between the parties.

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COPIES: 23.

This Sale Deed shall be executed in two counterparts, each of which will have the validity of an original. While the original Sale Deed duly stamped would be retained by the purchaser, the other Party would retain a Photostatted copy thereof duly signed by both the parties.

VALIDITY: 24.

This Sale Deed becomes valid and effective on the date of signature by all the parties.

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SCHEDULE - I OF THE LAND SOLD

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The land bearing New Plot No. 28A, in KIE Industrial Estate falling in Khasra no. 370 (534.6 sq.m. - 0.0534 hect. of 1.330 hect.), 371 (635.9 sq.m. - 0.0635 hect. of 0.378 hect.) & 372 (1881.3 sq.m. - 0.1881 hect. of 0.7855 hect.), 373(26.20 Sq.m. - 0.0026 Hect of 0.269 Hect.) measuring 3078 Sq. mtrs. (0.3078 Hect.) situated at village Mundiyaki, Pragana Manglour, Tehsil: Roorkee District Hardwar (Uttrakhand) under notified industrial area. (As per enclosed site plan)

East

18 mtrs. Road

West

Agricultural land

North

Plot no. 27

South

Plot no. 28B

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IN WITNESS WHEREOF the seller and purchaser have put down their respective signature on this sale deed on the day, month and year before registration of this deed.

Note :- Text wrongly printed on Backxxxxxx of page No.10 which has

been duly crossed of is not part of this sale deed.

1. Witness: ... od. Sta. 4484/83

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2. Witness: . Dushyants. Panual 36 sh. T. P.S. Panual 28/147, civil lines, Lookee

A. Mendouse

Draft and photo attested by Mr.

Advocate

Civil Court RKE./Hardway



10-01-2007



Witness 1



बही नम्बर । जिल्द ४६९ पृष्ठ २४३.००

ए. डी. फा. बुक ¹ जिल्द ⁵²⁸ पृष्ठ ³⁴⁵ से ³⁶⁸

में नम्बर 208 पर आज दिनांक 10-01-2007 में रजिस्ट्री की गयी।

उप निबन्धक

SRO2 Roorkee