6575

SALE DEED

Consideration
Market value on which Stamp
duty paid
Stamp duty paid
No. of Stamp Sheets
Avas Vikas Duty
Total Stamp Duty Paid

Rs. 89,86,514.00 Rs. 37,79,600.00 Rs. 3,78,000.00 18

Included Rs. 3,78,000.00

M/s Sara Industrial Estate Ltd. a body corporate, incorporated under the Companies Act having its registered office at 7/1, Pritam Road, Dehradun Uttaranchal through its Director Shri Sumit Dhawan S/o Shri V.K. Dhawan duly authorized vide resolution passed in the directors meeting held on 5th Feb. 2005 hereinafter called the "Seller" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their respective heirs, executors, and administrators) of the one part.

AND

M/s JINDAL PE-X TUBES (P) LTD. a Private Limited Company duly incorporated under the provisions of the Indian Companies Act, 1956 and having its Registered Office at 803, Vikram Tower, Rajendra Palace, New Delhi, acting through its constituted authorized person, Shri Sahil Jindal son of Shri Arvind Jindal (Director) authorized vide resolution passed in the meeting of the Board of Directors held on 10.08.2005 hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, in business and assigns) of the other part.

The property is free from all encumbrances.

Details of the property: As mentioned in the schedule of property given at the foot of this deed.



कोषागार,देहरादून

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SALE DEED

This Deed of Sale is made at Dehradun on this 24th the day of October, 2005, by and between:

M/s Sara Industrial Estate Ltd. a body corporate, incorporated under the Companies Act having its registered office at 7/1, Pritam Road, Dehradun Uttaranchal through its Director Shri Sumit Dhawan S/o Shri V.K. Dhawan duly authorized vide resolution passed in the directors meeting held on 5th Feb. 2005 hereinafter called the "Seller" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their respective heirs, executors, and administrators) of the one part.

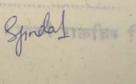


M/s JINDAL PE-X TUBES (P) LTD. a Private Limited Company duly incorporated under the provisions of the Indian Companies Act, 1956 and having its Registered Office at 803, Vikram Tower, Rajendra Palace, New Delhi, acting through its constituted authorized person, Shri Sahil Jindal son of Shri Arvind Jindal (Director) authorized vide resolution passed in the meeting of the Board of Directors held on 10.08.2005 hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, in business and assigns) of the other part.





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उत्तरांचल UTTARANCHAL १५ ०८७ २००५ कोषागार, देहरादून 000447

अय निकासका विकासनाथ प्र

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Whereas the Seller is absolute owner in possession and Bhumidhars of all that land entered as Khata No. 122 Khasra No. 1/1M area 0.6872 Hects. or 6872 Sq. Mts. in Khatauni Farad for the fasli 1394 to 1399, of Village: Mauza Central Hope Town, Pargana Pachwa Doon, Tehsil Vikas Nagar, District Dehradun, Uttaranchal, the said land more fully described in the schedule to this deed having absolute and unrestricted transferable rights therein.

And Whereas vide office Memorandum No. 418/A.S./I.D./2004 Dehradun dated 29th June 2004 issued by the Industrial Development Department the Uttaranchal Government declared the area of the seller of Village Shankarpur Hakumatpur as Industrial Estate and further vide Notification No. 1966/v/avas-05-343[sa.]/2004, Dehradun dated 23rd June 2005 and No. 2121/V/AVAS-2005-343(Sa)/2004 Dehradun dated 29th June, 2005 the Uttaranchal Govt have changed the use of land in schedule from agriculture to Industrial.



UTTARANCHAL कोषागार,देहरादून

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And Whereas the Sellers have agreed to sell the land in schedule to the purchaser within its Industrial area and the purchaser has agreed to purchase the same from the Seller for a total sum of Rs. 89,86,514/- (Rupees Eighty Nine Lacs Eighty Six Thousand Five Hundred Forteen only) free from all charges and encumbrances.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1) That in pursuance of the above agreement and in consideration for a total sum of Rs. 89,86,514/- (Rupees Eighty Nine Lacs Eighty Six Thousand Five Hundred Forteen only), paid by the Purchaser to the Sellers in the following manner i.e. :-

a) Paid Rs. 8,50,000/- in advance to the Seller.

b) Rs. 81,36,514/- vide cheque No. 493851 dated 24.10.2005 drawn on I.C.I.C.I. Bank Ltd., New Delhi

Syndal



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the payment and receipt of total sum of Rs. 89,86,514/- (Rupees Eighty Nine कोषागार, देहरादून Lacs Eighty Six Thousand Five Hundred Forteen only) whereof the Seller doth hereby acknowledges, before the Sub-Registrar, Vikas Nagar, Dehradun, Uttaranchal) the Seller doth hereby sell, convey, transfer and assign, right, title and interest in all that the vacant land more fully described in the Schedule hereunder unto and to the use of the said purchaser, with all the rights, title, interest, easements, appurtenances and hereditaments the Sellers unto and upon the said land TOHAVE and TO HOLD the same absolutely and forever and vacant and peaceful possession of the said land has been handed over to the purchaser at site this day, free from charges, encumbrances, liens, demands, Court litigation and attachments, tenancy/occupancy rights and other third party interest. Syndal



षागर,देहरादून

2. And the Seller do hereby covenant :

(a) That all the taxes, ceases, and land revenues due in respect of the said land hereby sold unto this date has been paid by the Seller and balance if any found due at any time hereafter shall be the sole responsibility of the seller and after this date, the same shall be the responsibility of the purchaser.



(b) That the Seller, at all times at the cost of the Purchaser, shall do and execute all such acts, deeds, matters and things which may be required for completing all such acts, deeds the title of the Purchaser in respect of the said land. and more fully perfecting the title of the Purchaser in respect of the said land.



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(c) That in the event of the said land hereby sold or any part thereof does not vest in the purchaser, on account of any defect in the title by reason of any third party interest or otherwise then the Seller unconditionally and irrevocably agree to fully compensate and reimburse the Purchaser upto the sale consideration hereinabove reserved.



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कोषागार, देहरा क्या That the land hereby sold is notified as Industrial land and is not hit by the provisions of UP Imposition of Ceiling on land holdings Acts, 1960 and there are no acquisition/requisition proceedings in relation to the said land. Spindal

(9)



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कोषागार,देहरादून

(e) That there is no construction/structure standing over the said land, the land in schedule is situated more than 400 meters away from main Chakrata Road.

(10)



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(f) The there are no other persons having any kind of claim or demand, to any share, right, title and interest in the said land as and by way of inheritance, an कोषागार, देह encumbrance, adverse possession, tenant, lessee or Licensee or by way by way of any cultivation or grazing rights. Smolel



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3. That the sale is made at its fair market value of Rs. 89,86,514/-. The present prescribed circle rate of the area is Rs. 550/- per Sq Mtr, the value of land comes to Rs. 37,79,600/- and the stamp duty of Rs. 3,78,000/- has been paid in accordance with the Gazette Notification No. 210/FINANCE DEPARTMENT-5/stamp/(01 stamp/04)2004 dated 6th July 2004 and Gazette Notification No. XXVII(5)/Stamp/(01/Stamp/04)/2005 dated 22nd August, 2005.



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4. That the land falls within Industrial area as per Industrial policy and is being purchased for an Industrial purpose. The purchaser shall abide the provisions of Section 154-B of U.P.Z.A. & L.R. Act and there is no legal implication/impediment in purchasing the said land as per the provisions of Section 154-B (as amended) of U.P.Z.A. & L.R. Act.



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That the purchaser shall be bound to fulfill his part of obligation towards complying with all the rules and regulations and the bye laws as laid down by the seller dealing with central amenities e.g. roads, paths, drainages, street



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2 4 OCT 2005

lights, water supply (Domestic), vehicle parking regulations, central security system & maintance of green areas landscapes etc and shall bear the cost of expenditure for utilizing the common utilities being provided by the seller



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according to the terms and conditions settled between them from time to time. The ownership of above mentioned central facilities will be intact with the seller and the plot holders would have only right to use above mentioned amenities.



A.Y.O. (Cash) Treesury, B.Dus.

SCHEDULE OF THE LAND HEREBY SOLD

All that land entered as Khata No. 122 Khasra No. 1/1M area 0.6872 Hects. or 6872 Sq. Mts. in Khatauni Farad for the fasli 1394 to 1399, of Village: Mauza Central Hope Town, Pargana Pachwa Doon, Tehsil Vikas Nagar, District Dehradun, Uttaranchal (Plot No. D-10), bounded and butted as under:-

East

Road

West

Property of SIEL



A.V.G. (Cash) Treasury, B.Dus

> North South

Property of SIEL

Road and Plot No. D-9

when Spordal



In witness Whereof, the Seller and Purchaser have, signed this Deed of Sale on the day, month and year first above written.

(PURCHASER)

(SELLER)

Witnesses:

1. Mr. Inderjeet Sharma S/o Mr. B.D. Sharma R/o Paschim Vihar New Delhi 2. R.K. SHARMA SloSh. R.B. SHARMA

1 Pritam Rand

Drafted by Mr. Rajender Kumar, Advocate, Dehradun Typed in my office.

कियागार - देहराद्वा) का कर्व त्याच्य मृत्य प्र का नगर नाम्योबी हिल्ला निक्का को दिया। के दिया।

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