

SALE DEED

Consideration	Rs. 26,00,000.00
Market value on which Stamp	•
duty paid	Rs. 16,42,850.00
Stamp duty paid	Rs. 1,64,300.00
No. of Stamp Sheets	15
Avas Vikas Duty	Included
Total Stamp Duty Paid	Rs. 1,64,300.00

M/s Sara Services and Agriculture through its partner Shri V.K. Dhawan son of Shri K.L. Dhawan and Sumit Dhawan son of Shri V.K. Dhawan and M/s Involute Engineering Ltd. (Sara Industies Limited) through its Director Shri Sumit Dhawan son of Shri K.L. Dhawan a body corporate, incorporated under the Companies Act having its registered office at 7/1, Pritam Road, Dehradun Uttaranchal duly authorized vide resolution passed in the directors meeting held on 18th October, 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 PLANET HERBS-LIFESCIENCES PVT. LTD. a Private Limited Company duly incorporated under the provisions of the Indian Companies Act, 1956 and having its Registered Office at 7/1, Pritam Road, Dehradun, acting through its constituted authorized person, Shri S., Dhawan son of Shri V. K. Dhawan (Chairman) authorized vide resolution passed in the meeting of the Board of Directors held on 19th October, 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

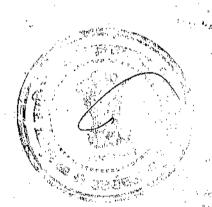
of this deed.

प्रपत्र सं0 8 निबन्धन

(भाग 1)

(प्रस्तुतकत्तां अथवा प्रार्थी द्वारा रखा जा 🕽 💆 🖟 क्रम संख्या 9) लेख्य या प्रार्थना-पत्र प्रस्तुत् करने क्यू दिखाक प्रस्तुतकर्ता या प्राथी का नाम्रिक्टिक लेख्य का प्रकार प्रतिफल की धनराशि विभान 1-रजिस्ट्रीकरण शुल्क 2-प्रतिलिपिकरण शुल्क 5000 3-निरीक्षण या तलाश शुल्क 4-मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क 5-कमीशन शुल्क 6-विविध 7-यात्रिक मत्ता ंसे 6 तक का योग क्क वसूल करने का दिनां क क जब लेख्य प्रतिलिपि या तलाश प्रमाण कर निवन्धक वापस करने के लिए तैयार होगा उप निवन्धक ीकरण अधिकारी के हस्ताक्षर

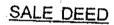
१ (आर0र्व0) 3 निबन्धन / 381-8-11-2004-(500 सम्बन्ध (लम्प्यू० / ऑफंक)।





र्थ । 001 2005 कोषागार, देहरादुन

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

M/s Sara Services and Agriculture through its partner Shri V.K. Dhawan son of Shri K.L. Dhawan and Sumit Dhawan son of Shri V.K. Dhawan and M/s Involute Engineering Ltd. (Sara Industies Limited) through its Director Shri Sumit Dhawan son of Shri K.L. Dhawan a body corporate, incorporated under the Companies Act having its registered office at 7/1, Pritam Road, Dehradun Uttaranchal duly authorized vide resolution passed in the directors meeting held on 18th October, 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.

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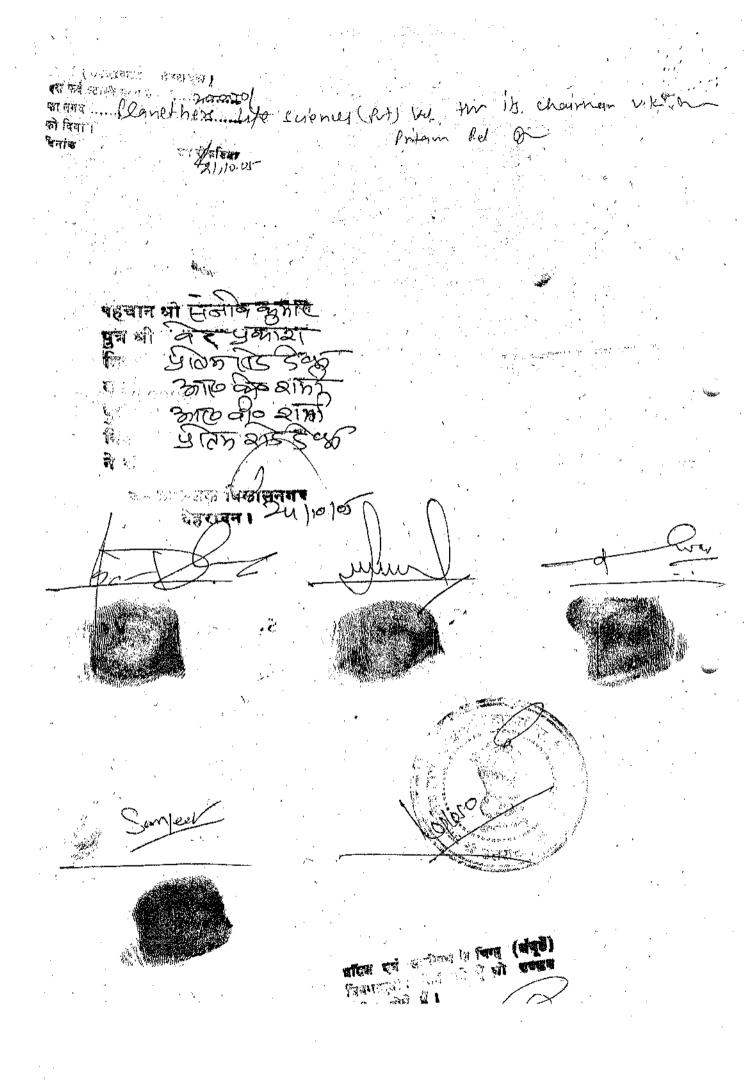
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AND

M/S PLANET HERBS-LIFESCIENCES PVT. LTD. a Private Limited Company duly incorporated under the provisions of the Indian Companies Act, 1956 and having its Registered Office at 7/1, Pritam Road, Dehradun, acting through its constituted authorized person, Shri 5. Dhawan son of Shri 1. Dhawan (Chairman) authorized vide resolution passed in the meeting of the Board of Directors held on 19th October, 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.





Whereas the Seller is absolute owner in possession and Bhumidhars of all that land entered as Khasra No. 2520 area 0.1250 Hects., Khasra No. 2521 area 0.0300 Hects., Khasra No. 2519 area 0.0769 Hects., Khasra No. 2514 area 0.0668 Hects. total area 0.2987 Hects. or 2987 Sq. Mts. in Khatauni Farad for the fasli 1394 to 1399, of Village: Mauza Shankarpur Hakumatpur, 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.

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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.

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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. 26,00,000/- (Rupees Twenty Six Lacs only) free from all charges and encumbrances.

(MERITATE PRETARI)

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NOW THIS DEED OF SALE WITNESSETH AS UNDER:

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1) That in pursuance of the above agreement and in consideration for a total sum of Rs. 26,00,000/- (Rupees Twenty Six Lacs only), paid by the Purchaser to the Sellers in the following manner i.e.:

a) Paid Rs. 26,00,000/- vide cheque No. 150110 dated 22.10.2005 drawn on Punjab National Bank, Paltan Bazar, Dehradun

the payment and receipt of total sum of Rs. 26,00,000/- (Rupees Twenty Six Lacs only) whereof the Seller doth hereby acknowledges, before the Sub-

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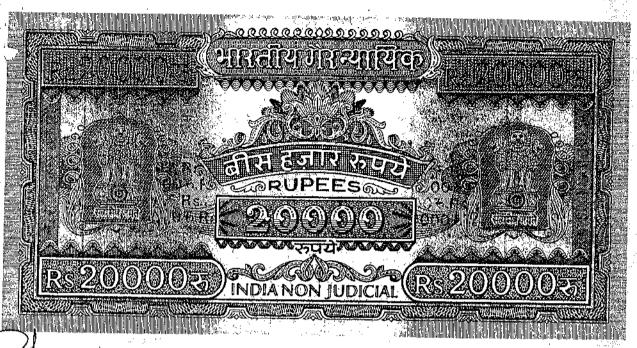




Registrar, Vikashnagar, Dehradun, Uttaranchal) the Seller doth hereby.sell, convey, transfer and assign, right, title and interest in all that the vacant land more fully described in the Schedule hereunder unto and to the use of the said purchaser, with all the rights, title, interest, easements, appurtenances 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.

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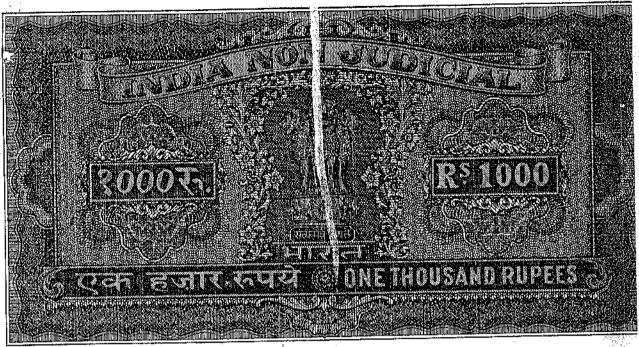


2. And the Seller do hereby covenant :

- (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 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.
- (d) 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.
- (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.

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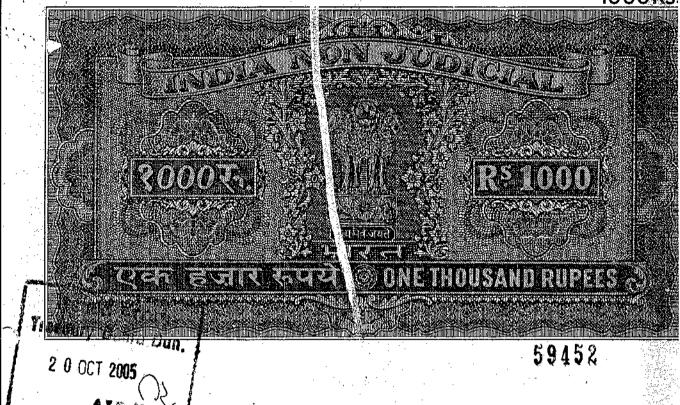


(f) The there are no other persons having any kind of claim or demand, to any share, right, title and interest in the said land as and by way of Inheritance, an encumbrance, adverse possession, tenant, lessee or Licensee or by way by way of any cultivation or grazing rights.

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3. That the sale is made at its fair market value of Rs. 26,00,000/-. The present prescribed circle rate of the area is Rs. 550/- per Sq Mtr, the value of land comes to Rs. 16,42,850/- and the stamp duty of Rs. 1,64,300/- 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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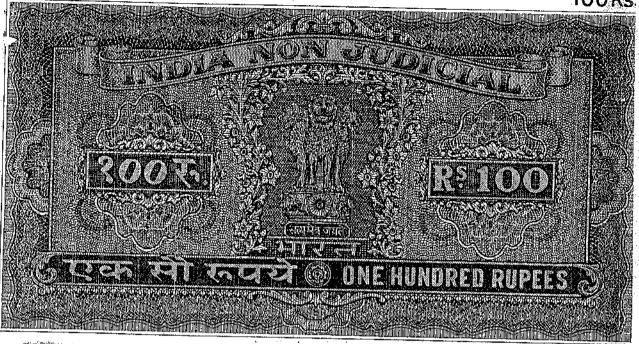
4. That the land falls within Industrial area as per Industrial policy and is being purchased for an Industrial purpose. The purchaser shall abide the provisions of Section 154-B of U.P.Z.A. & L.R. Act and there is no legal implication/impediment in purchasing the said land as per the provisions of Section 154-B (as amended) of U.P.Z.A. & L.R. Act.

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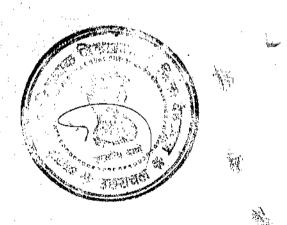
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5. That the purchaser shall be bound to fulfill his part of obligation towards complying with all the rules and regulations and the bye laws as laid down by the seller dealing with central amenities e.g. roads, paths, drainages, street lights, water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

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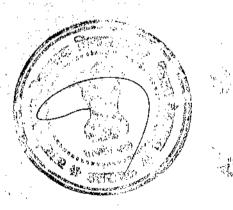
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SCHEDULE OF THE LAND HEREBY SOLD

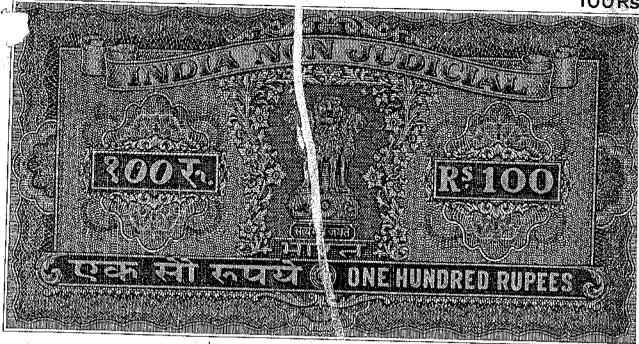
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Julius Julius Janas

व्योव पार्व जेना स्टाम्परिकता स्ट्राह्म । पारमास त०-27



(SELLER)



1 7 OCT 2005

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

(FURCHASER)

Witnesses

Witnesses: 101616

SLAR B. SHARMA

711 Pritam Racel

D. DUH

SAMJEEV KUMAR STOSL. VED PRAKASA

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12:12 on

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

सो० पा अस) स्टाम्य विकेता देवराहुन ।

प्रहो नः प्रित्वक प्रवास कि । ज्यान विकासनगर रहि