

राज्य उत्तर प्रदेश UTTAR PRADESH



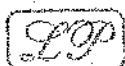
RECEIVED  
G.S. No. 117/199  
Reg. No. 117/199



## TRANSFER DEED CUM SALE DEED

TOTAL CONSIDERATION	:	Rs. 304,20,000/-
STAMP DUTY PAID ON	:	Rs. 304,20,000/-
STAMP DUTY PAID ON THIS TRANSFER DEED CUM SALE DEED @ 5%	:	Rs. 15,21,000/-
TOTAL PLOT AREA	:	390.40 Square Meters (no park facing & no corner)
COVERED AREA	:	850 Square Meters

For Luthra Pocher Pvt. Ltd.



Director

For R. S. Infomart Pvt. Ltd.

Director

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000

पच्चीस हजार रुपये

Rs.  
25000

TWENTY FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

772723

This TRANSFER DEED CUM SALE DEED is made and executed at NOIDA on this 7th day of October, 2008 between M/s LUTHRA PACKERS (P) LTD., having its registered office at B - 133, Sector - 2, NOIDA, Gautam Budh Nagar through its Director Mr. S.P. Luthra, vide Board Resolution dated 01.06.2008, hereinafter called the "TRANSFEROR" (which expression shall unless the context does not so admit include his legal executors, administrators, representatives and permitted assignees of the ONE PART).

AND

'2'

For Luthra Packers Pvt. Ltd.  
8/10/08  
Director

For R. S. Infra-projects Pvt. Ltd.

Director

देश UTTAR PRADESH

772724

M/s R.S. INFRAPROJECTS PVT. LTD. having its registered office at B - 48, East of Kailash, New Delhi - 110 065, through its Director Mr. Sanjeev Goel, vide Board Resolution dated 10.06.2008, to execute this Transfer Deed cum Sale Deed hereinafter called the "TRANFEREE" (which expression shall unless the context does not so admit include his legal heirs, executors administrators, representatives, its successors and permitted assigns of the Second Party).

3

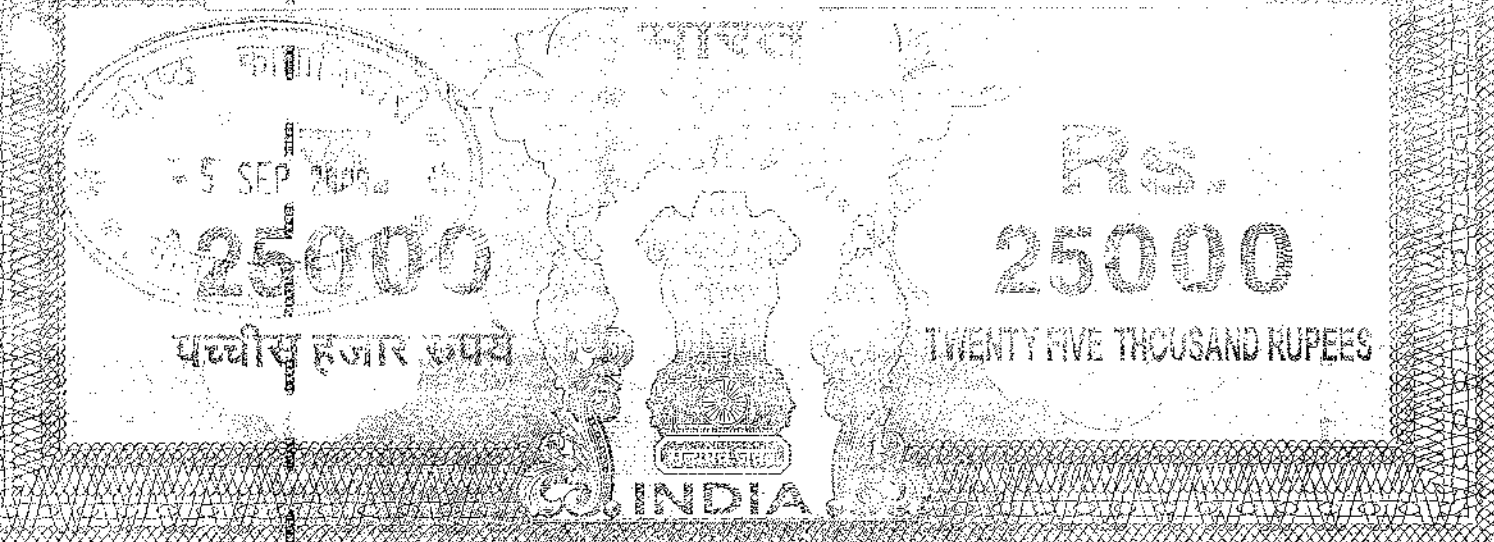
For Luthra Packers

LOP

Director

For R.S. INFRAPROJECTS PVT. LTD.

Sanjeev Goel



उत्तर प्रदेश UTTAR PRADESH

772725

WHEREAS the "TRANSFEROR" aforesaid is the Lessee/ Owner and in physical possession of INDUSTRIAL PROPERTY NO. - 133, BLOCK - B, AT SECTOR - 2, IN THE AREA OF NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY HEREINAFTER CALLED "NOIDA AUTHORITY", DISTT. GAUTAM BUDDH NAGAR (U.P), AREA ADMEASURING 390.40 SQ. MTRS. ALONGWITH

'4'

For Luthra Packers Pvt. Ltd.

LP

*[Signature]*  
Director

For R. S. International Pvt. Ltd.

*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772726

BUILT-UP AND CONSTRUCTED PROPERTY THEREON HAVING A BUILT-UP AREA OF 850 SQ. MTRS., alongwith all types of easement rights and privileges.

'5'

For Luthra Brothers Pvt. Ltd.

LP

Director

For R. S. Infra Projects Pvt. Ltd.

Director

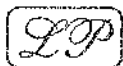
उत्तर प्रदेश UTTAR PRADESH

772727

and all types of usage of common facilities and appurtenances etc. thereto foreheld as its part thereof and therewith (hereinafter referred to as the "PROPERTY") and which is bounded as under:-

6

For Luthra Packers Pvt. Ltd.



Director

For R. S. Yatraobjects Pvt. Ltd.



Director



उत्तर प्रदेश UTTAR PRADESH

772728

ON THE NORTH BY :- Plot No. B - 132

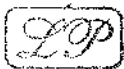
ON THE SOUTH BY :- Plot No. B - 134

ON THE EAST BY :- 18 Meters Wide Road

ON THE WEST BY :- Plot No. B - 83

'7'

For Luthra Packers Pvt. Ltd.



Director

For R. S. Yashwanthra Pvt. Ltd.



Director



उत्तर प्रदेश UTTAR PRADESH

772729

AND WHEREAS the Lease Deed of the said Industrial Plot has been executed by  
NOIDA AUTHORITY in favour of Shri Prakash Saxena S/o Shri Durga Prasad Saxena

'8'

For Luthra Packers Pvt. Ltd.

LP

*[Signature]*  
Director

For R. S. Yashwanth Pvt. Ltd.



*[Signature]*



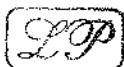
उत्तर प्रदेश UTTAR PRADESH

772730

R/o B - 92, Gujrawalla Town, Delhi - 110033, Proprietor of the single owner firm in the name of M/s Shree Dyeing & Bleaching vide LEASE DEED dated 17.03.1978 which is

'9'

For Luthra Packers Pvt. Ltd.



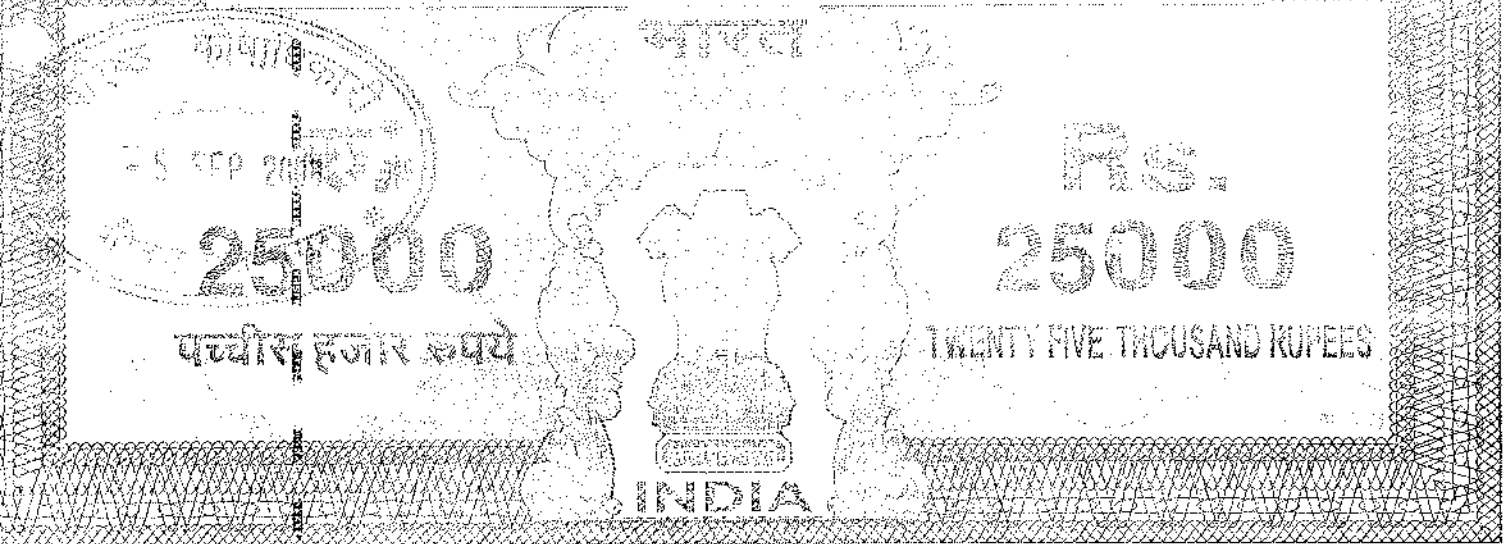
*[Signature]*  
Director

For M/s Shree Dyeing & Bleaching Pvt. Ltd.



*[Signature]*  
Director





उत्तर प्रदेश UTTAR PRADESH

772731

duly registered with the office of Sub-Registrar, Noida vide entry in Book No. 1, Volume No. 2197 on Pages 282/305, Document No. 5109 dated 17.04.1978.

'10'

For Luthera Packers



*[Signature]*  
Director

For R. S. Infraobjects Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772732

AND WHEREAS the SALE DEED dated 01.09.2000 of the said Industrial plot has been executed by Uttar Pradesh Financial Corporation in favour of the First Party and which is

'11'

For Luthra Packers Pvt. Ltd.



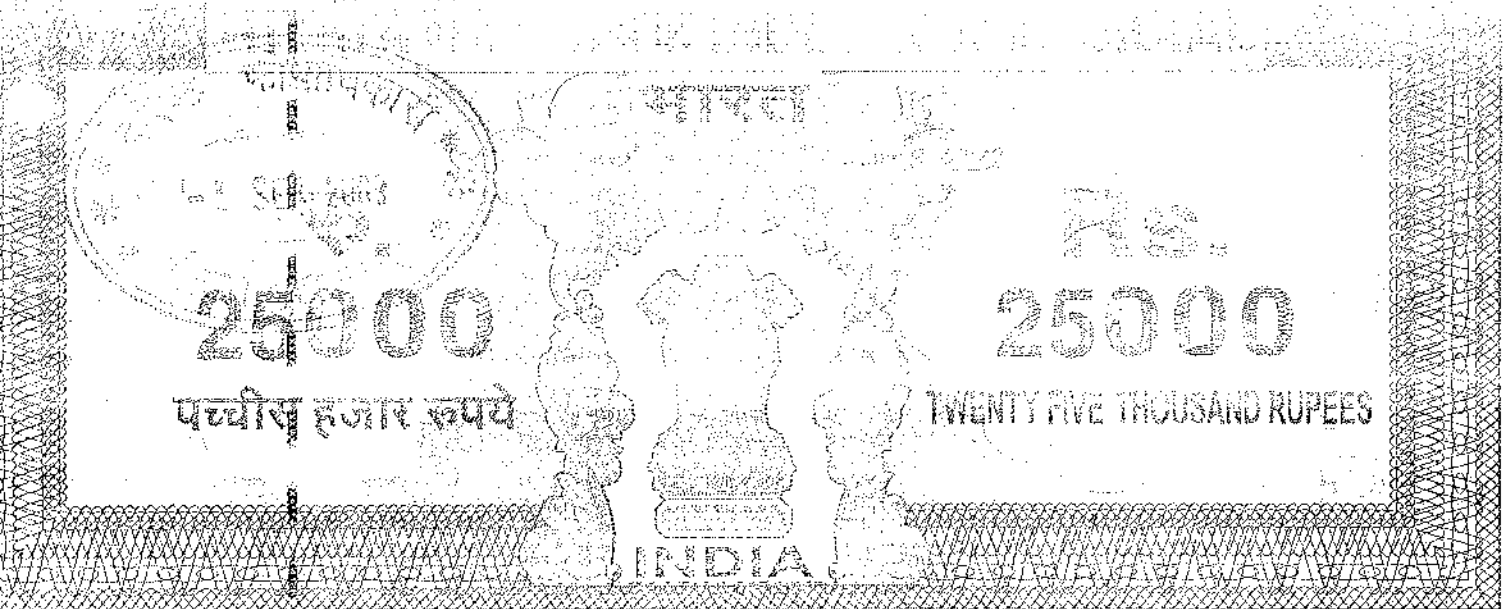
*[Signature]*  
Director



For V. S. International Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772733

duly registered with the office of the Sub-Registrar, NOIDA vide entry in Book No. 1, Volume No. 1033, on Pages 1257 to 1292, Document No. 1711/1712 dated 01.09.2000.

'12'

For Luthra Packers Pvt. Ltd.  
*[Signature]*  
Director



Dr. H. S. Information Pvt. Ltd.



*[Signature]*  
Director

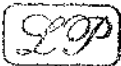
उत्तर प्रदेश UTTAR PRADESH

772734

AND WHEREAS the "TRANSFEROR" aforesaid has obtained the permission to transfer the said property from the NOIDA AUTHORITY vide Transfer Memorandum No.5997 Run Date 14/08/2008 Regn. Id. 40006336 in the name of "TRANSFeree" aforesaid

'13'

For Luthra Packani Pvt. Ltd.



*[Signature]*

Director

For R. S. Infraobjects Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772735

AND WHEREAS the sale consideration of the aforesaid property has been mutually settled at Rs. 304,20,000/- (Rupees Three Crores Four Lacs and Twenty Thousand only) between both the Parties. The "TRANSFEROR" is desirous to sell the property at this price and the "TRANSFeree" has agreed to acquire the same for this very amount.

'14'

For Luthra Projects Pvt. Ltd.

LP

*[Signature]*  
Director

For R. S. Infra-projects Pvt. Ltd.

*[Fingerprint]*

*[Signature]*  
Director

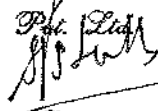


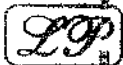
उत्तर प्रदेश UTTAR PRADESH

772736

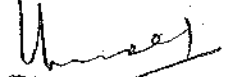
NOW THIS TRANSFER CUM SALE DEED WITNESSETH AS UNDER:-

'15'

For Luthra Packers Pvt. Ltd.  
  
Director



For R. S. Infraconcepts Pvt. Ltd.

  
Director

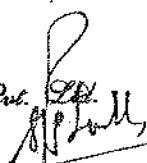



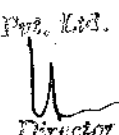



उत्तर प्रदेश UTTAR PRADESH

772737

That the Transferor has received the total sale consideration of Rs. 304,20,000/- (Rupees Three Crores Four Lacs and Twenty Thousand only) from the "TRANSFeree", the receipt whereof the "TRANSFEROR" hereby acknowledges and the payment has been made by the "TRANSFeree" to the "TRANSFEROR" in the following manner:-

For Luthra Parkers Pvt. Ltd.  
  
Director  


For R. S. Infra Projects Pvt. Ltd.  
  
Director  




प्रदेश UTTAR PRADESH

772738

S. No.	Mode Of Payment & Details	Amount
1	Cheque No. 471983 dated. 11.06.2008 drawn on ICICI Bank.	Rs. 5,00,000/-
2	Cheque No. 869991 dated. 19.06.2008 drawn on Citi Bank.	Rs. 45,00,000/-
3	Draft No. 493764 dated. 18.07.2008 drawn on Citi Bank	Rs. 50,00,000/-
4.	Draft No. 494914 dated 29.09.2008 drawn on Citi Bank	Rs. 35,00,000/-
5.	Draft No. 282936 dated 01.10.2008 drawn on ICICI Bank	Rs. 70,00,000/-
6.	Draft No. 282996 dated 06.10.2008 drawn on ICICI Bank	Rs. 24,20,000/-
7.	Draft No. 203252 dated 06.10.2008 drawn on ABN AMRO Bank	Rs. 60,00,000/-
8.	Cheque No. 716719 dated 07.10.2008 drawn on ICICI Bank	Rs. 15,00,000/-
	TOTAL	Rs. 3,04,20,000/-

'17'

For Luthra Projects Pvt. Ltd.

For H. S. Infraobjects Pvt. Ltd.

LOP

Director

Director



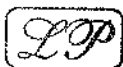
उत्तर प्रदेश UTTAR PRADESH

772739

And the "TRANSFEROR" hereby transfers, sell and convey to the "TRANSFeree"  
the said Property alongwith all the easement attached thereto and with all rights, title,

'18'

For Luthra Packers Pvt. Ltd.



*[Signature]*  
Director



For H. S. Infra Projects Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772740

interest and lien in the said Property of whatsoever in the nature there may be on the said industrial Property in favour of the "TRANSFEREE".

'19'

For Luthra Packers Pvt. Ltd.

L.P.

*[Signature]*  
Director



For P. S. Yashwanthra Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772741

The "TRANSFEROR" shall be bound by the terms and conditions contained in original Lease Deed subject to modifications, hereinafter mentioned to which the "TRANSFeree" has agreed.

'20'

For Luthra Packers Pvt. Ltd.

L.P.

Director

For R. E. Yashwanthrao & Co. Pvt. Ltd.

Director



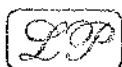
UTTAR PRADESH

772742

1. That the "TRANSFeree" shall be entitled to enjoy the lease hold rights in respect of the above said industrial property for the period of 90 years.

21

For Luthra Packers Pvt. Ltd.



*[Signature]*  
Director

For K. S. Infra Projects Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772743

2. That the "TRANSFEROR" hereby represents, warrants and covenants with the TRANSFEREE :

'22'

For Luthra Puri Pvt. Ltd.

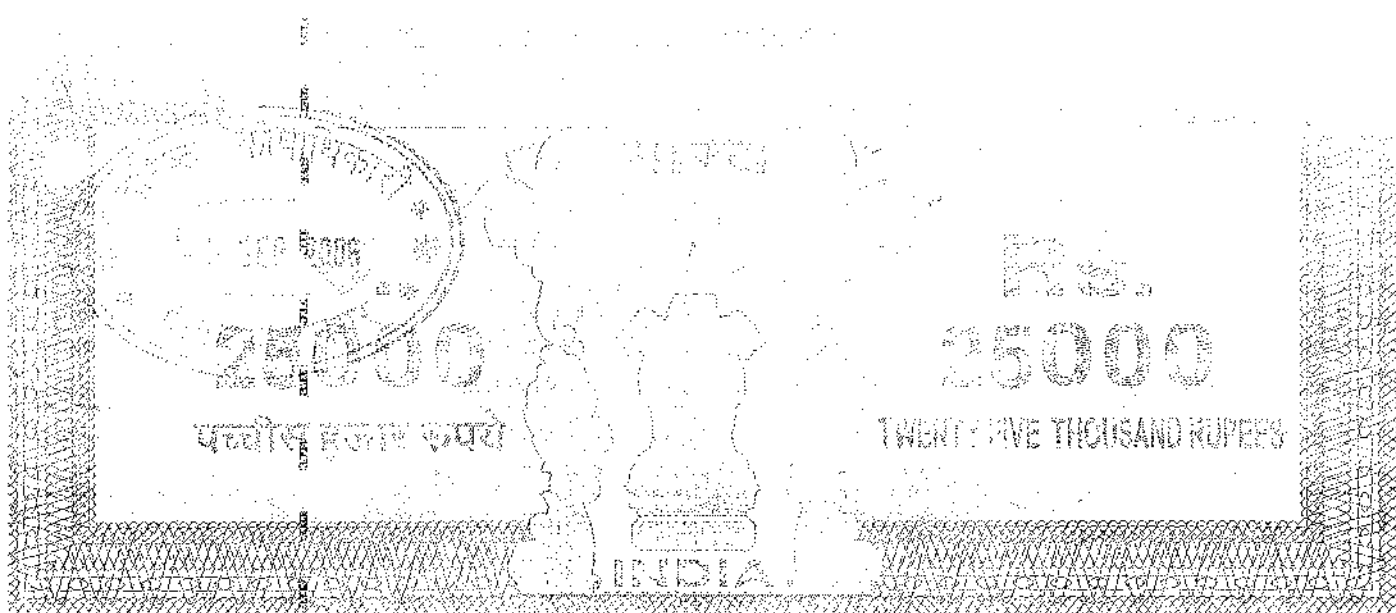
LP

Director

For A. B. Indraprastha Pvt. Ltd.

Director





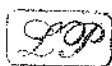
उत्तर प्रदेश UTTAR PRADESH

772745

and decree of any court of law and is not subject to any dues, charges, attachments or claims on account of any reason whatsoever including but not

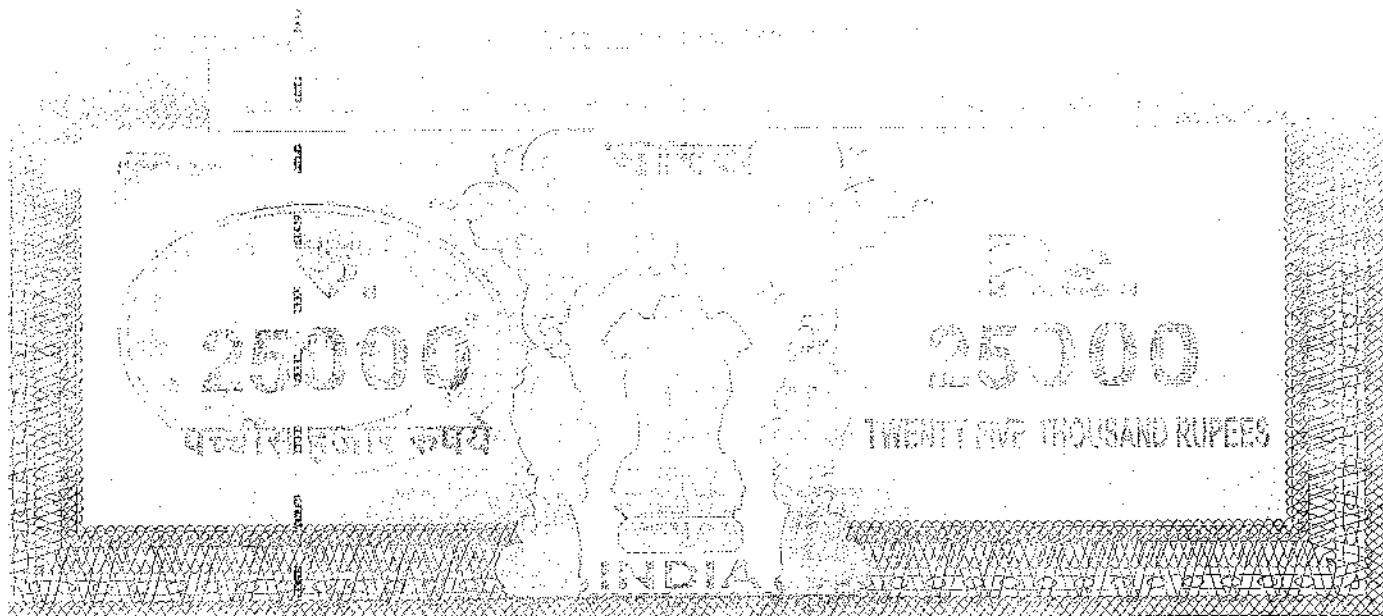
'24'

For Liaison: Pancham Prakash  
Director



For Liaison: Pancham Prakash  
Director





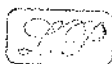
उत्तर प्रदेश UTTAR PRADESH

772746

limited to maintenance or pertaining to Municipal Taxes, land revenue, electricity charges, water charges, Wealth Tax, Income Tax or Capital Gains Tax and all

'25'

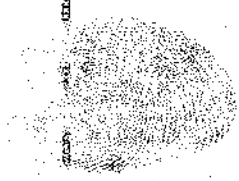
For Leathers Products Pvt. Ltd.

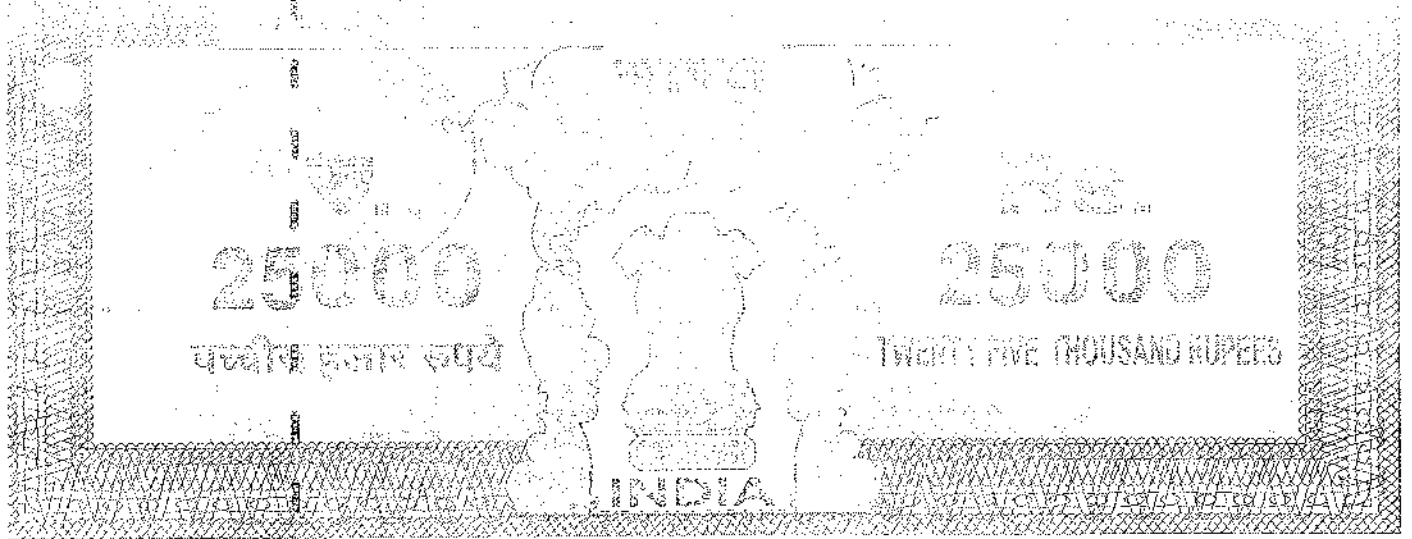


*[Signature]*  
Director

Per R. S. Yashwantrao Pvt. Ltd.

*[Signature]*  
Director





उत्तर प्रदेश UTTAR PRADESH

772747

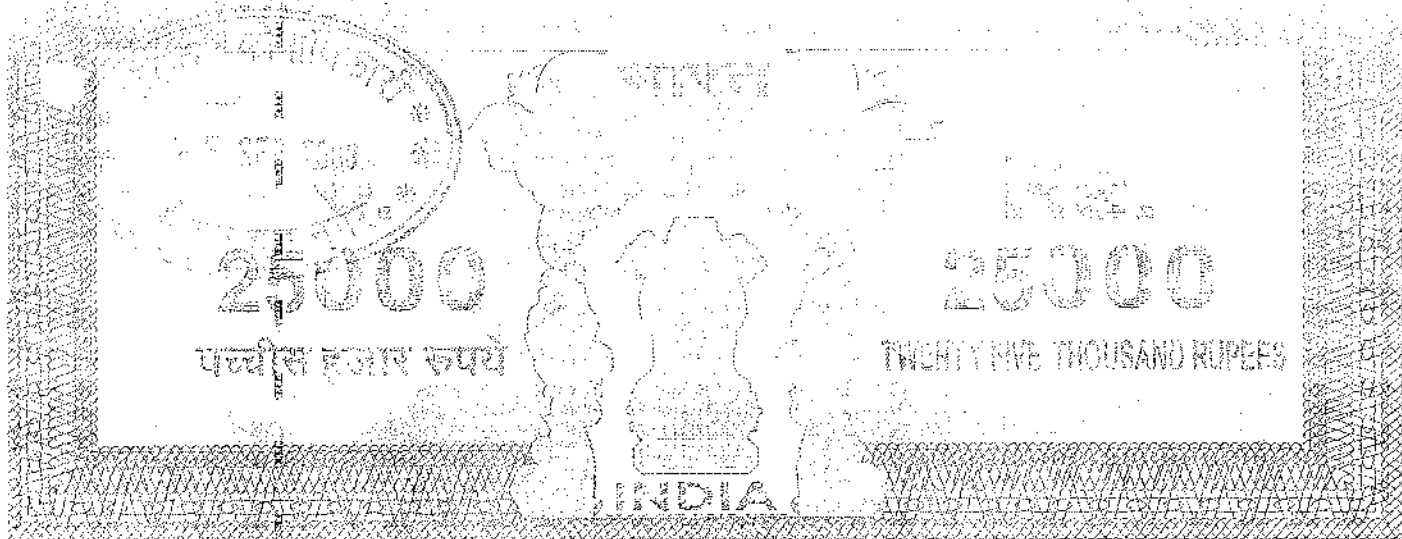
other levies taxes, duties and cesses, of whatever nature, up to the date of this  
Transfer Deed cum Sale Deed.

'26'

For Lubhans Pashons  
LGP  
Director

Dr. S. S. Yashwanthrao M. S. S.  
Director



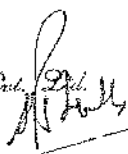



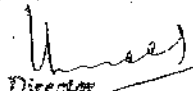

उत्तर प्रदेश UTTAR PRADESH

772748

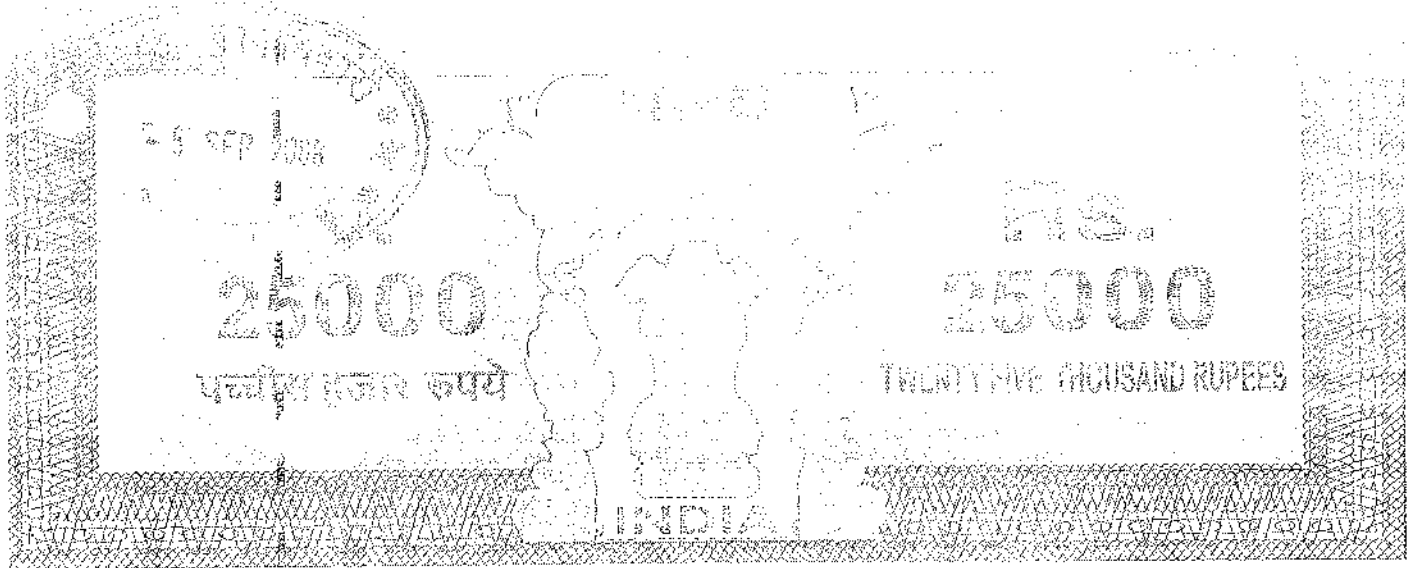
- b) That the **TRANSFeree** shall be entitled to enter upon, hold, possess, and enjoy the said **PROPERTY** and receive the income and profits there from as per the

'27'

For Lallana Packers Pvt. Ltd.  
  
Director  


For R. S. Infra-projects Pvt. Ltd.  
  
Director  




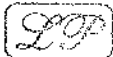




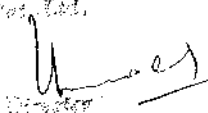
उत्तर प्रदेश UTTAR PRADESH

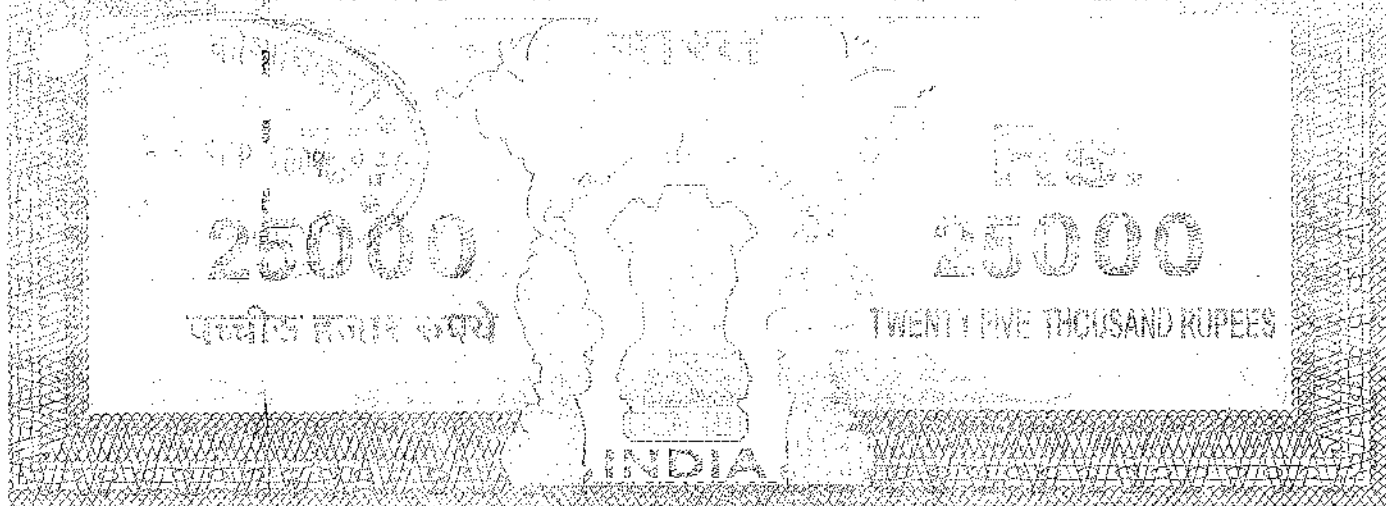
772750

predecessors-in-title or from persons claiming through, under or in trust for the  
**TRANSFEROR** or the **TRANSFEROR'S** predecessors-in-title.

'29'

Don Lohani Packers Pvt. Ltd.  
  
  
Director

M. R. B. International Pvt. Ltd.  
  
  
Director

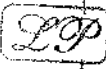


उत्तर प्रदेश UTTAR PRADESH


772751

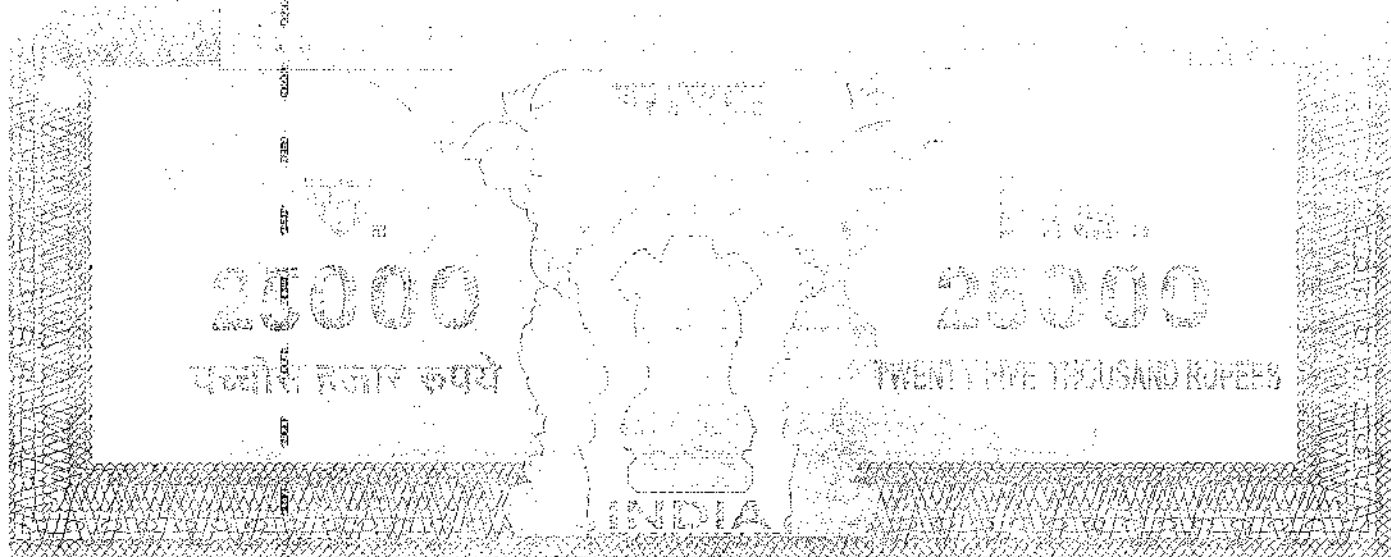
- c) That the **TRANSFEROR** has not done any acts, deeds or things or has not received any notice or order issued under any State or Central law for the time

'30'

Shri Lashmi Prakash Pvt. Ltd.  
  
Director



Mr. K. S. Infra-projects Pvt. Ltd.  
  
Director



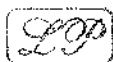
उत्तर प्रदेश UTTAR PRADESH

772752

being in force, which are likely to restrict or prejudice its right to convey or prevent it from conveying the said PROPERTY or any part thereof to the TRANSFEREE in the terms of this Transfer Deed cum Sale Deed;

'31'

For Luthra Packers Pvt. Ltd.



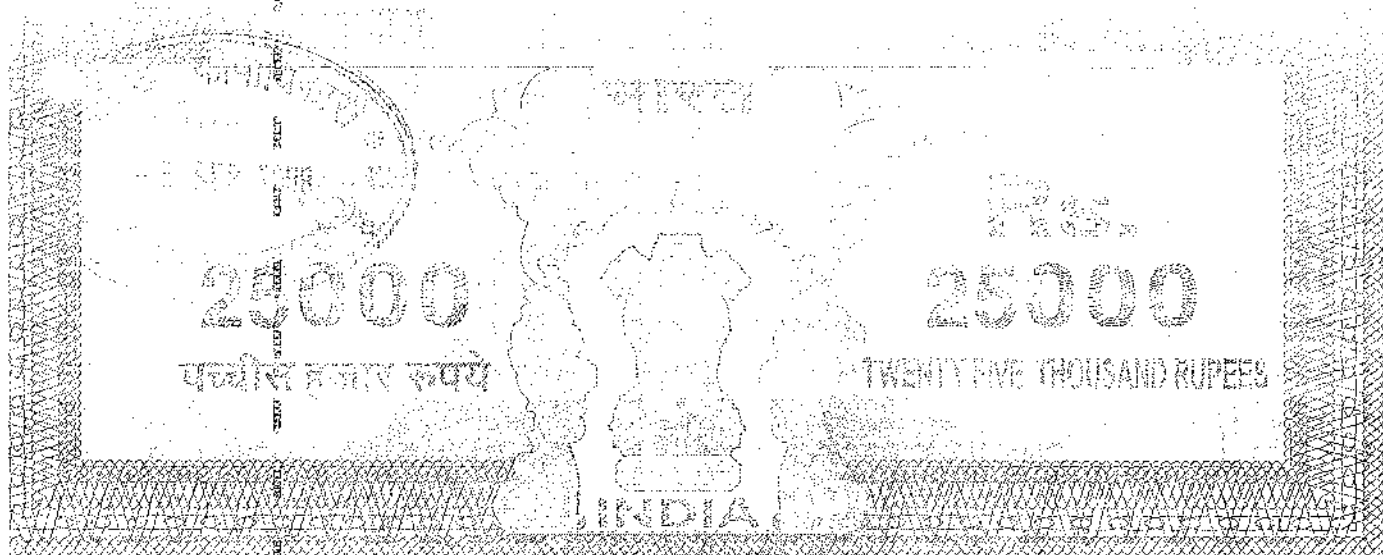
Director



For H. S. Yashwanthrao Pvt. Ltd.



Director



उत्तर प्रदेश UTAR PRADESH

772753

- d) That no part of the said PROPERTY is subject to any easementary right (including those granted by the **TRANSFEROR** or **TRANSFEROR'S**

'32'

For Lathari

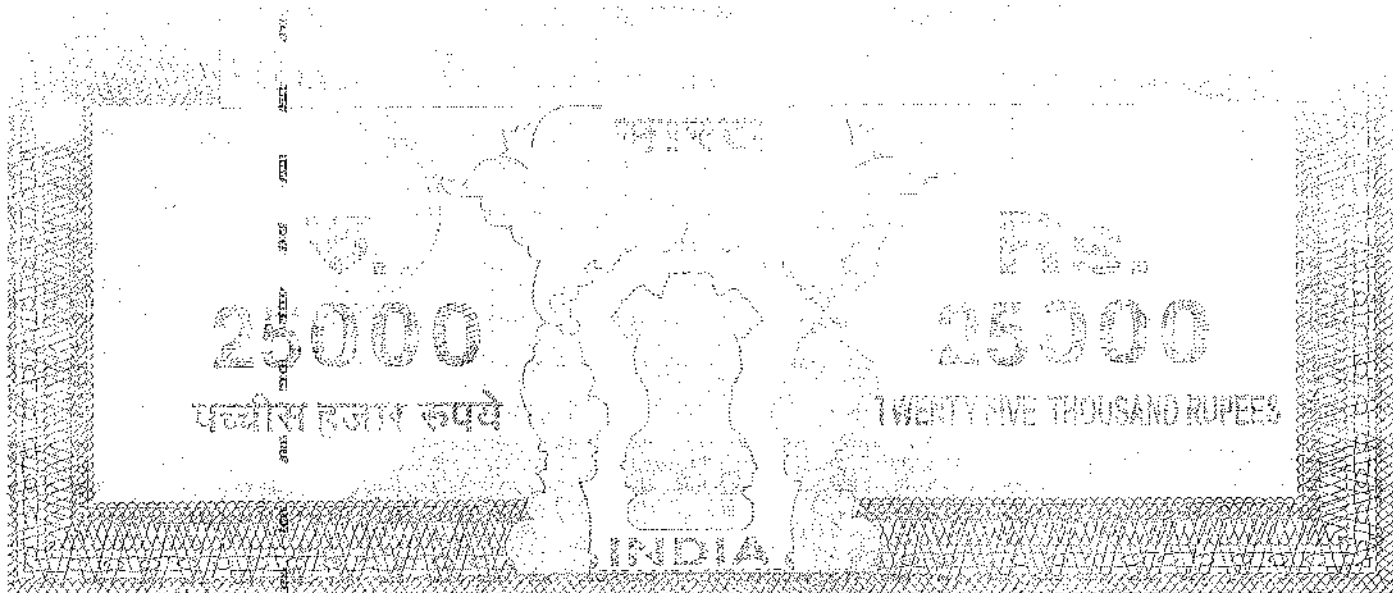
Prabhu Pr. S. S.

L.P.

Discretion

For V. K. Prasad Pr. S. S.

U. S. S.



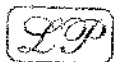
उत्तर प्रदेश UTTAR PRADESH

772754

predecessors-in-title) under any documents or by any covenants or by prescription  
in the respect of and/or upon the said PROPERTY or any part thereof; and

'33'

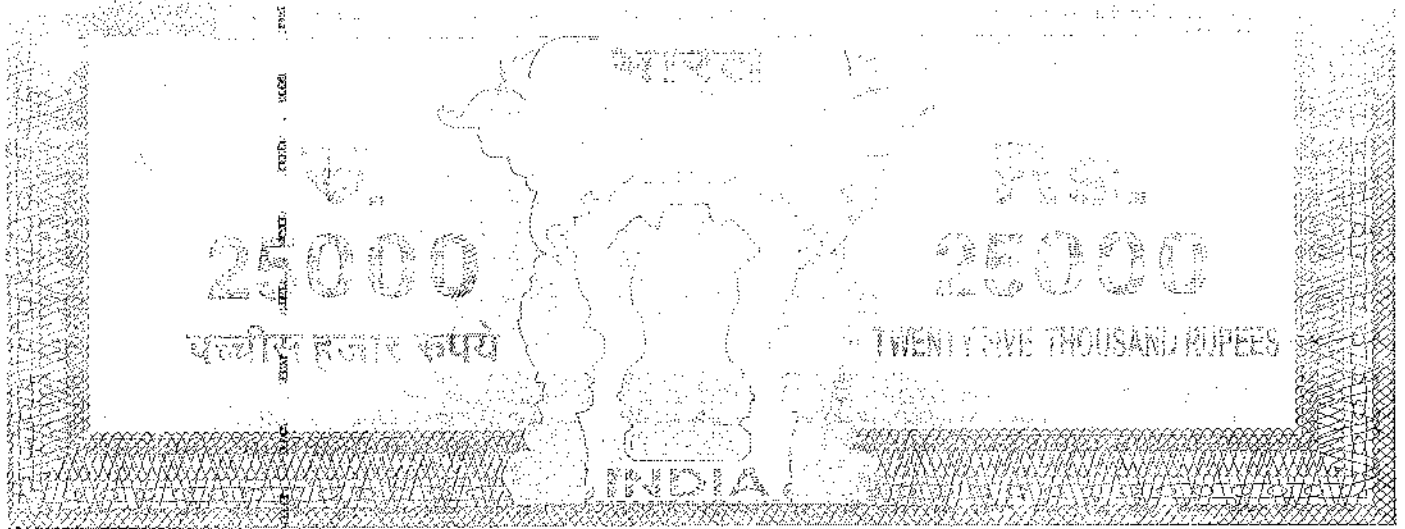
For Lucknow Packhouse Pvt. Ltd.



Director

For K. S. Indraprastha Pvt. Ltd.

Director




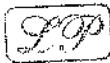
उत्तर प्रदेश UTTAR PRADESH

772755

- e) That the **TRANSFEROR** shall be left with no right, title and interest in the Property and the **TRANSFEREE** and / or his nominee(s) shall become the sole


'34'

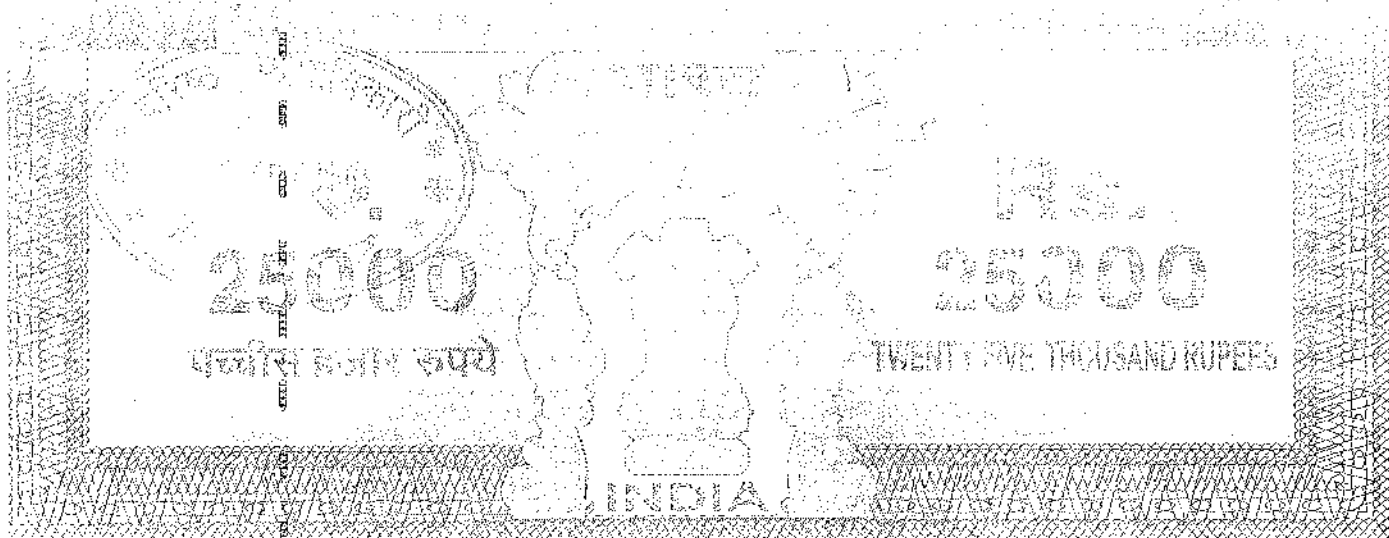
For Luthers Puchors Pvt. Ltd.  
  
Director



For R. K. Infrastructure Pvt. Ltd.



  
Director



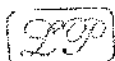
उत्तर प्रदेश UTTAR PRADESH

772756

and absolute owner of the PROPERTY with the right and liberty to deal with the said Property in any manner whatsoever.

'35'

For Luthra Packers Pvt. Ltd.



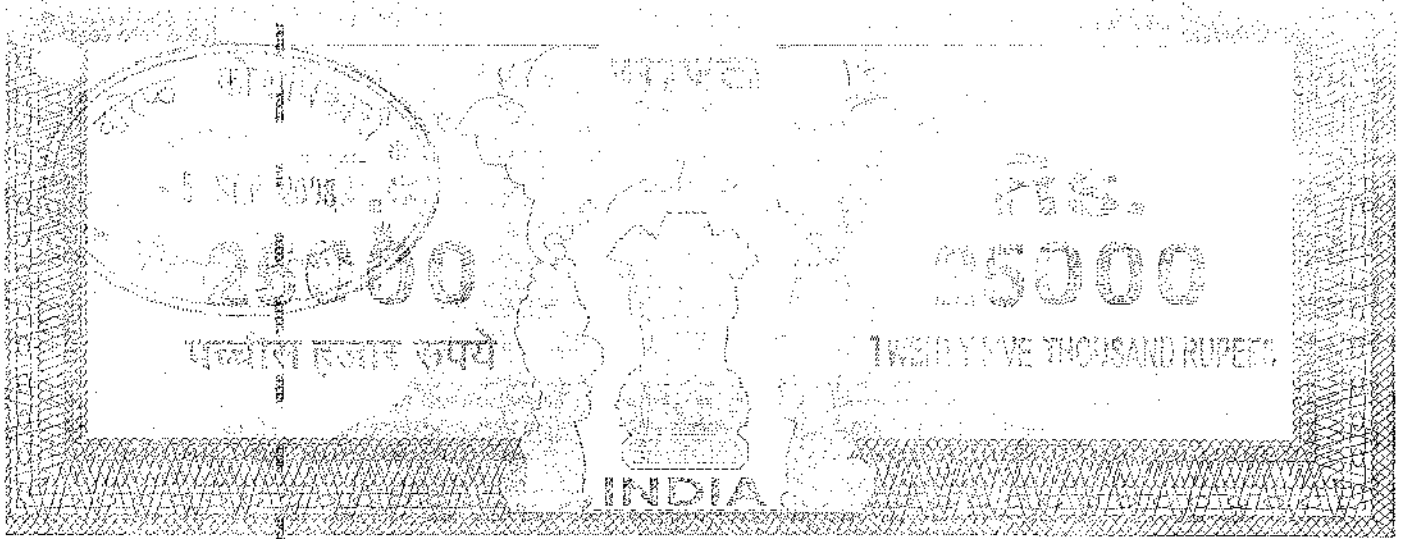
*[Signature]*  
Director



For W. N. Yashwanthrao Pvt. Ltd.



*[Signature]*  
Director

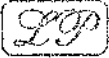



उत्तर प्रदेश UTTAR PRADESH

772757

That if proved otherwise the "TRANSFEROR" shall be liable and responsible for the same and the "TRANSFeree" shall have rights to recover, without prejudice to any other right it may have under this Transfer Deed cum Sale Deed

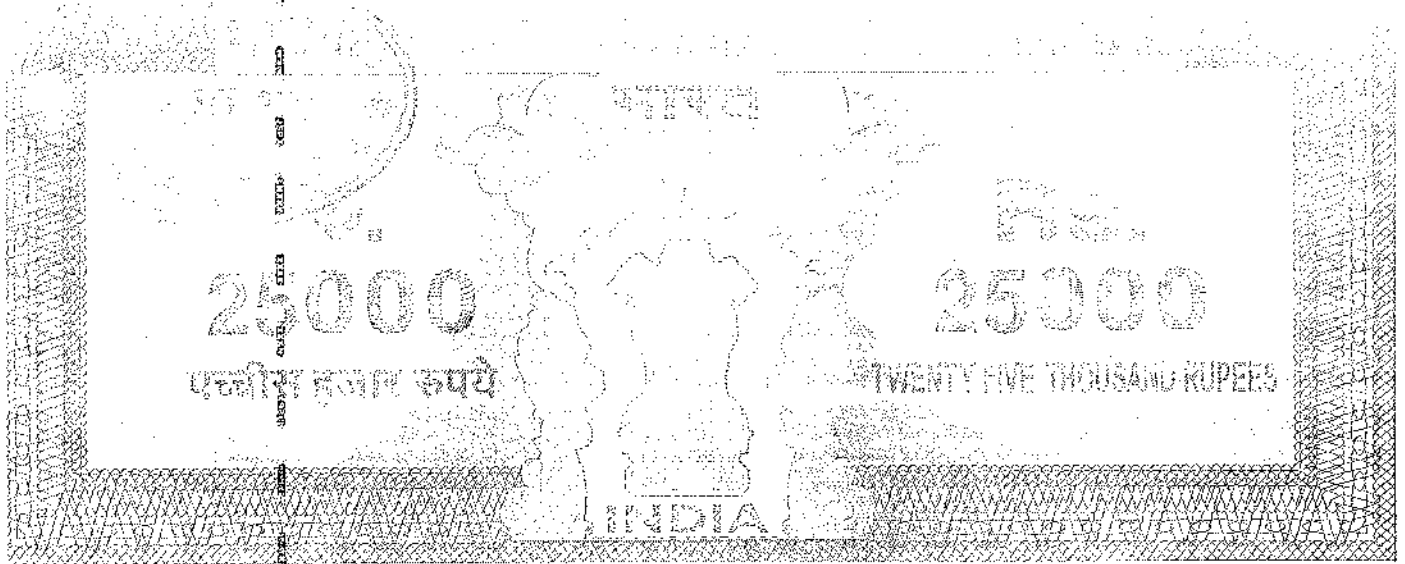
'36'

For Luthra Projects Pvt. Ltd.  
  
  
Director

For R. S. Infraobjects Pvt. Ltd.

  
Director







उत्तर प्रदेश UTTAR PRADESH

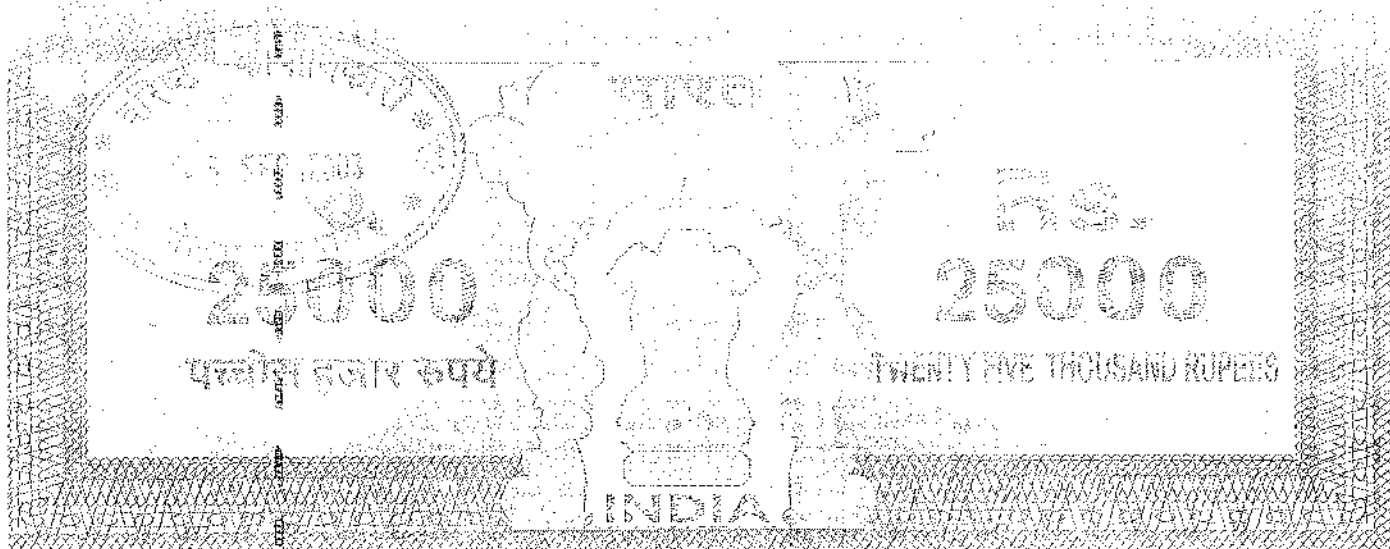
772758

For law or equity, the entire sale consideration amount with costs and expenses [including but not limited to penalty(ies) interest and costs on actual (including litigation cost)] from the movable and immovable properties of the TRANSFEROR.

'37'

For Luthra Puri Pvt. Ltd.  
  
Director

For R. S. Infra-objects Pvt. Ltd.  
  
Director



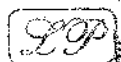
उत्तर प्रदेश UTTAR PRADESH

772759

3. That the TRANSFEROR doth hereby indemnifies and shall keep indemnified the TRANSFEREE from and against all actions, claims, demands, duties, costs,

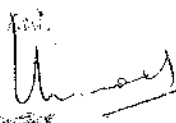
'38'

For Lathara Packore   
Director



For M. R. Pathak, Director, P. & S. D. O.



  
Director





उत्तर प्रदेश UTTAR PRADESH

772760

Charges and expenses, etc., statutory or otherwise claimed as arising out of falling  
due on account or by reason of:

'39'

For Luthra Projects Pvt. Ltd.  
  
Director

For K. S. Yashwantrao Pvt. Ltd.  
  
Director



उत्तर प्रदेश UTTAR PRADESH

772761

- a) Any act or omission on part of the **TRANSFEROR** prior to the date of execution of this Transfer Deed cum Sale Deed in respect of the said **PROPERTY** whether payable by the **TRANSFEROR** or any person claiming through or under him, or

'40'

Hon. Puthana Puthans Pvt. Ltd.

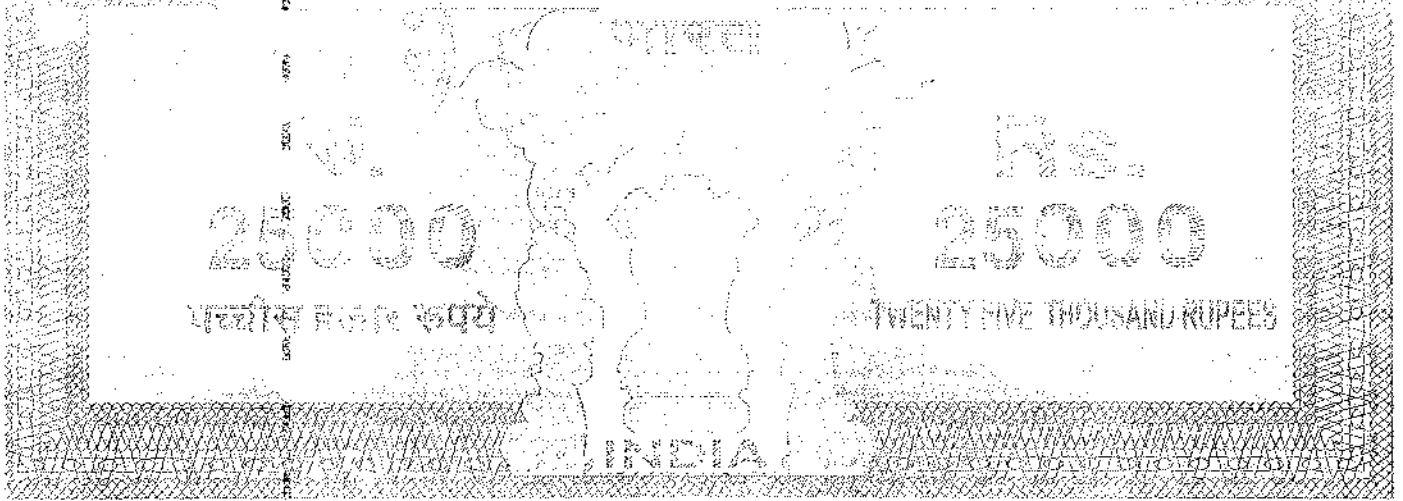
LP

*[Signature]*  
Director

Hon. R. S. Infrastructures Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772762

- b) Failure of any representation or warranty made by the **TRANSFEROR** in this Transfer cum Sale Deed being false having a material adverse affect on the

'41'

For Luthra

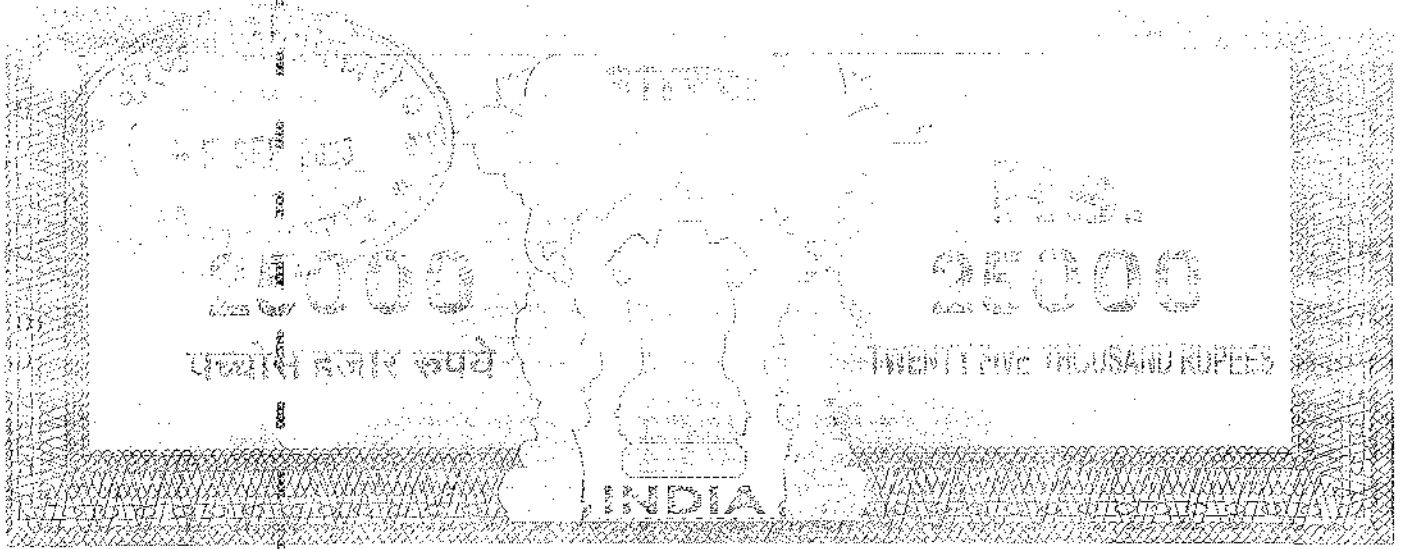
L.P.

*[Signature]*  
Director

For M. S. Yadav



*[Signature]*  
Director

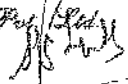


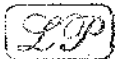
उत्तर प्रदेश UTTAR PRADESH

772763

obligations of the Parties to consummate this Transfer Deed cum Sale Deed to be true and correct in all material respect as of the date hereof, or

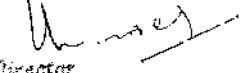
'42'

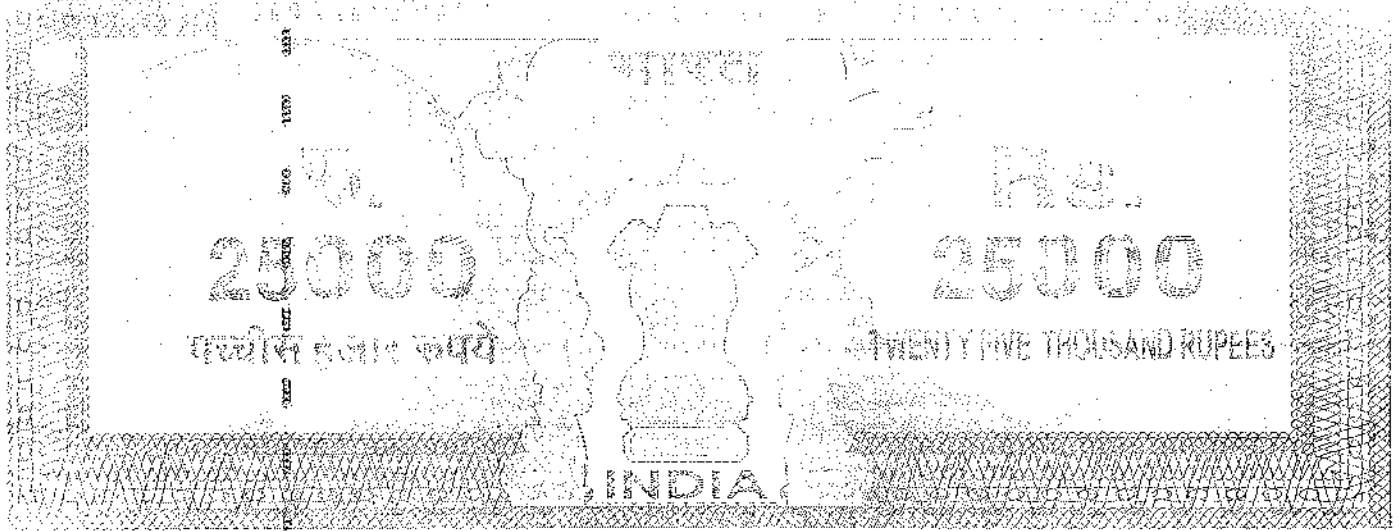
For Laxman Prakash Pvt. Ltd.  
  
Director



For R. S. Infra-projects Pvt. Ltd.



  
Director



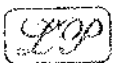
उत्तर प्रदेश UTTAR PRADESH

772764

- c) Any material breach of non fulfillment of any covenant or obligation of the **TRANSFEROR** contained herein, or

'43'

For Ld. Secy. P. S. P. S.



*[Signature]*  
Director

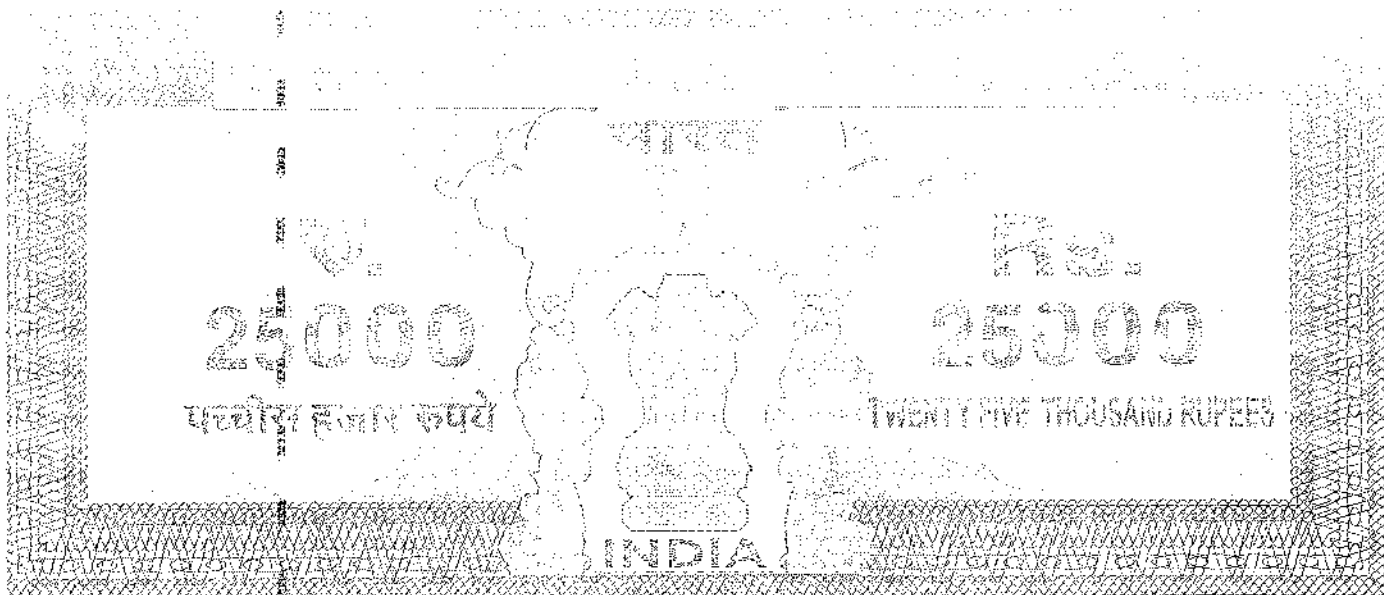


For R. S. Intranjects Pvt. Ltd.



*[Signature]*  
Director



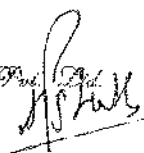


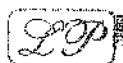
उत्तर प्रदेश UTTAR PRADESH

772766

4. That the **TRANSFEROR** aforesaid has handed over the lawful, actual, peaceful and vacant physical possession of the said **PROPERTY** to the **TRANSFeree** on the spot alongwith all the original title documents of the said **PROPERTY**.

'45'

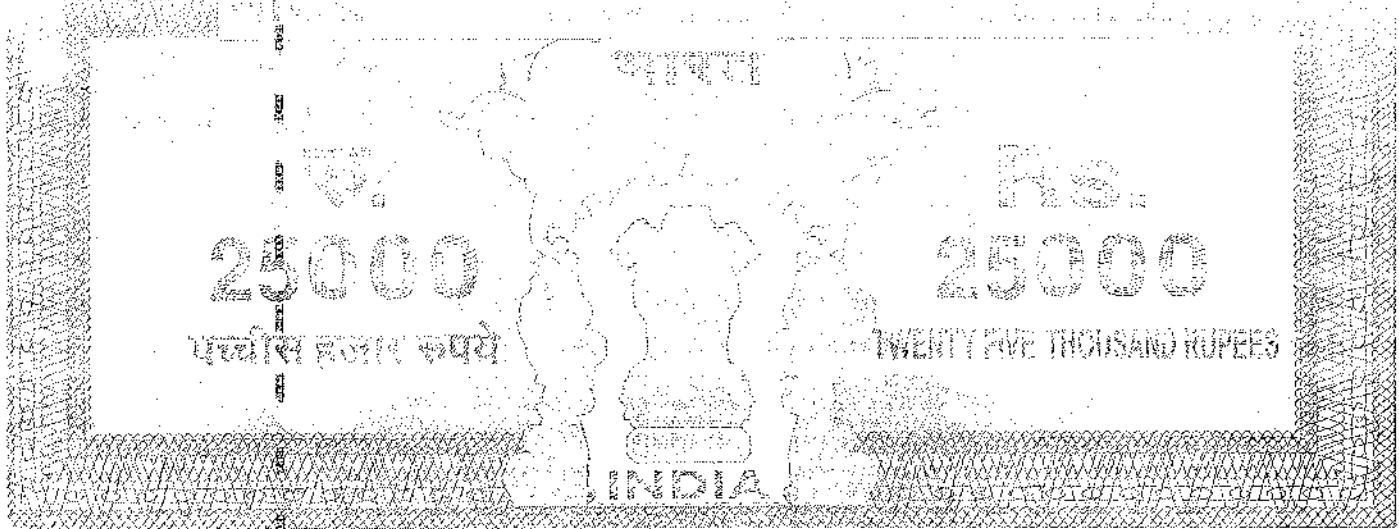
For Luthra Projects Pvt. Ltd.  
  
Director



For R. S. Infranprojects Pvt. Ltd.



  
Director

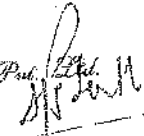


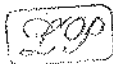
उत्तर प्रदेश UTTAR PRADESH

772767

5. That the **TRANSFEROR** is at liability to get their name mutated, transferred or registered in the records of **NOIDA AUTHORITY** or any other concerned

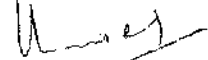
'46'

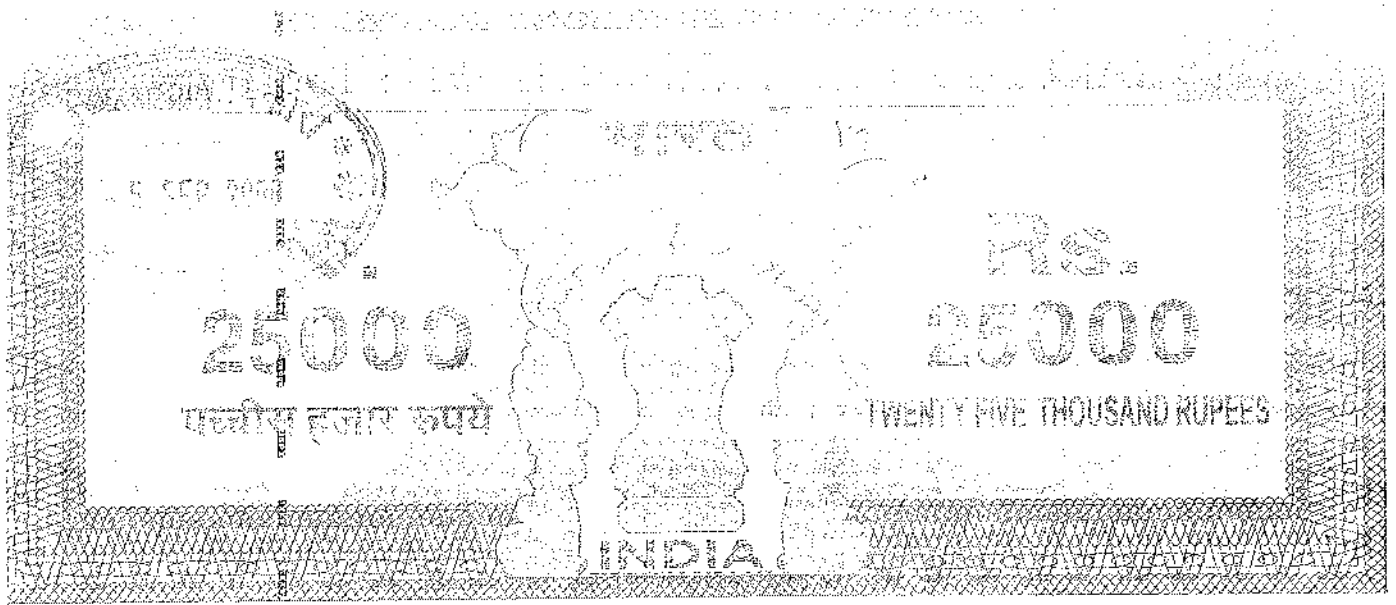
For Luthra Poonam Pvt. Ltd.  
  
Director



For R. S. Infra projects Pvt. Ltd.



  
Director

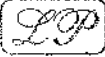




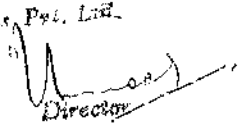
उत्तर प्रदेश UTTAR PRADESH

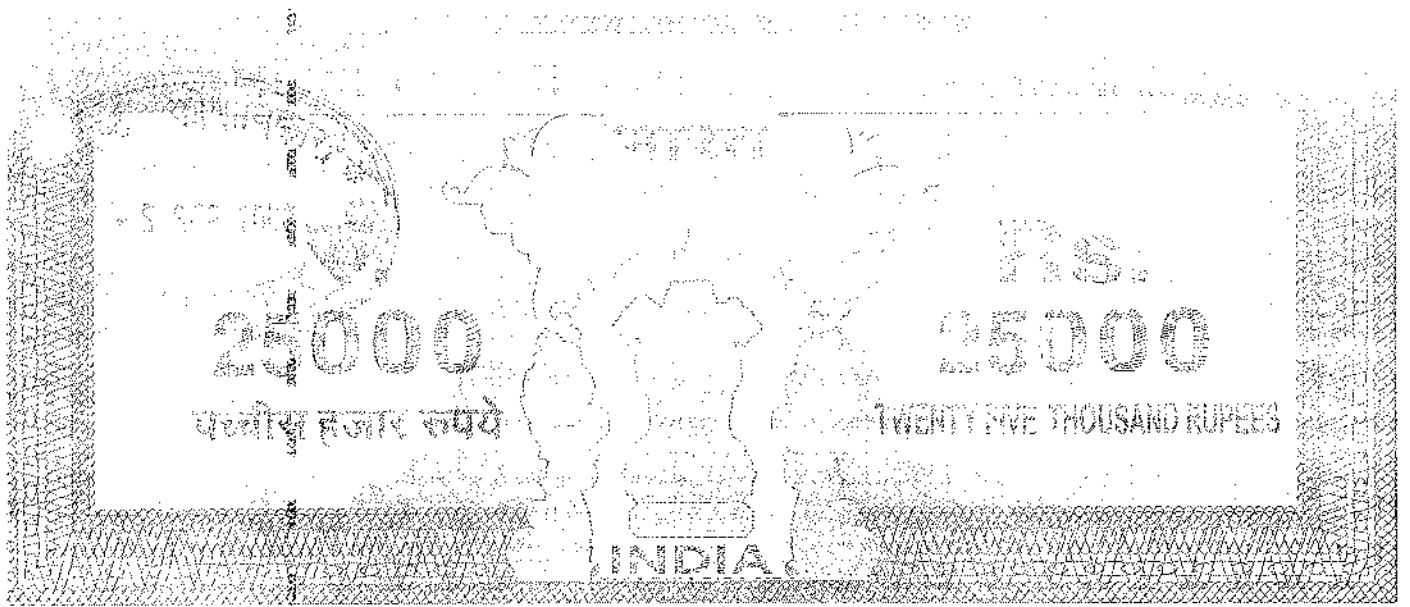
772768

Authority against the said property for which the TRANSFEROR has got no objection.

'47'

For Luthra Pashers Pvt. Ltd.  
  
  
Director

For K. S. Infrastruct. Pvt. Ltd.  
  
  
Director



उत्तर प्रदेश UTTAR PRADESH

772769

6. That the lease rent shall be payable as per prevailing policy of the NOIDA  
AUTHORITY.

'48'

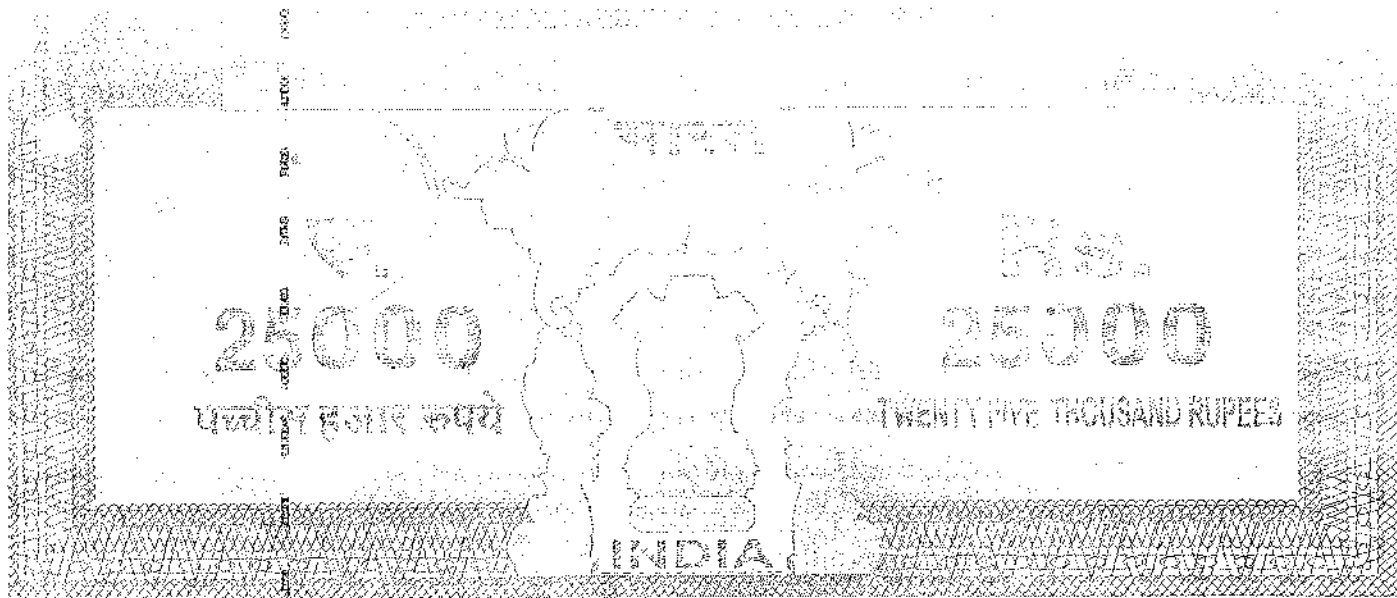
For Luthra Projects Pvt. Ltd.

LP

Director

For M. S. Infra-projects Pvt. Ltd.

Director



उत्तर प्रदेश UTTAR PRADESH

772770

7. That any other dues/arrears shall be recovered from the TRANSFEREE subject to interest applicable at the time of recovery of dues. In case of default in payment present rate of interest is 15% per annum compounding at six monthly rest for the defaulted amount for the defaulted period.

'49'

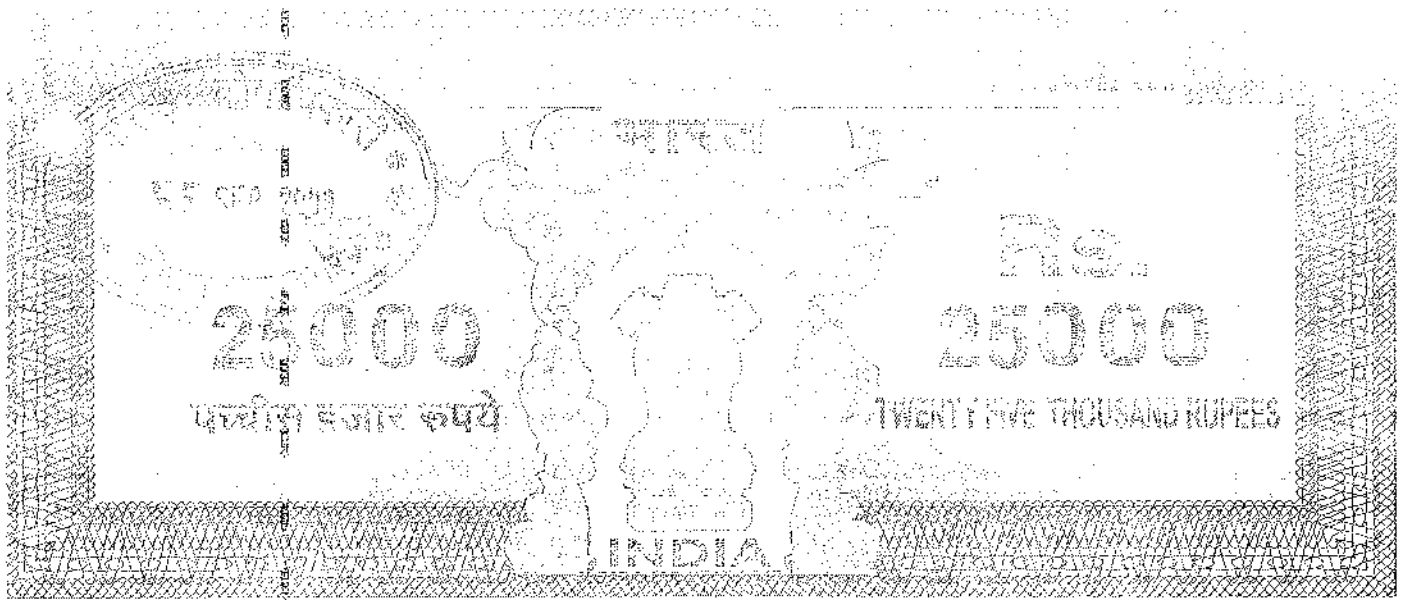
For Luthra Prakash Pol. Off.

LP

Director

For M. S. T. Prakash Pol. Off.

Director



उत्तर प्रदेश UTTAR PRADESH

772771

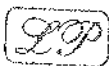
8. That the TRANSFEREE shall come into commercial production within one year from the date Transfer Memorandum. In case of breach of any terms & conditions the Lease/Transfer deed will be cancelled / revoked and the possession shall be resumed by the NOIDA AUTHORITY.

'50'

For Luthra

Packer

Pvt. Ltd.



Director

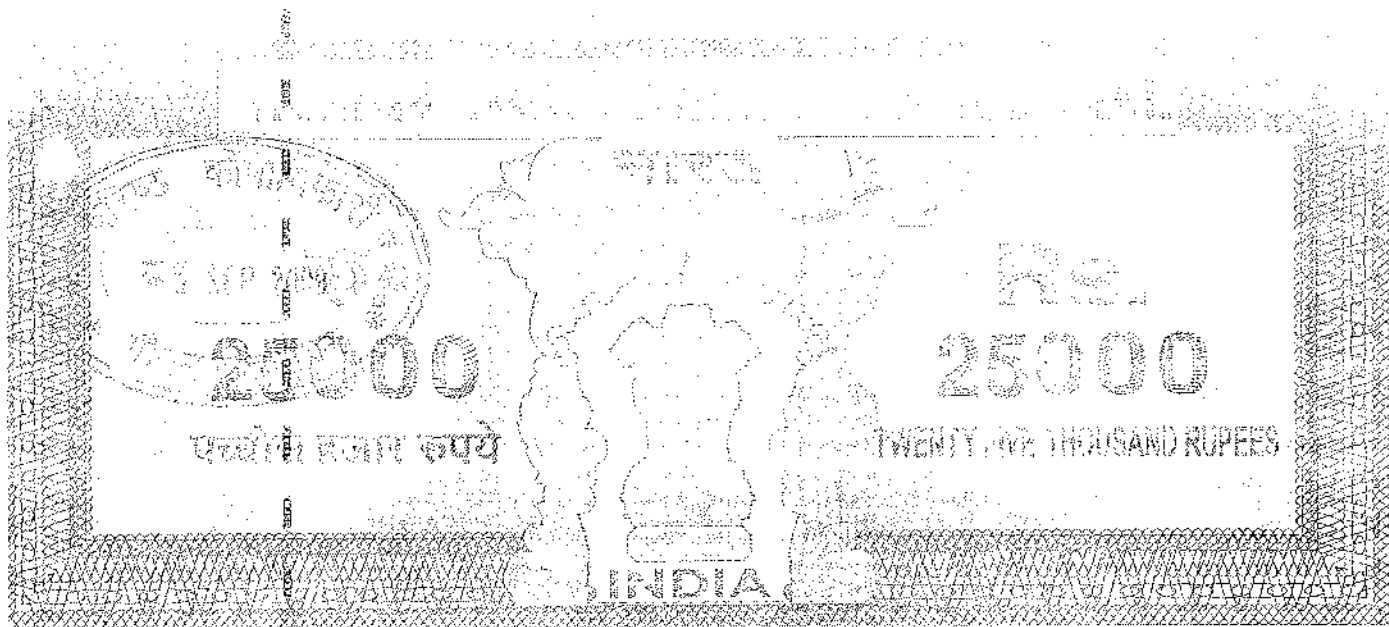


For R. S. Infraprojects Pvt. Ltd.



Director





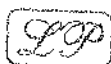
उत्तर प्रदेश UTTAR PRADESH

772773

10. That the TRANSFEREE automatically would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation, made in the building, its use, in respect of violation of other terms and conditions of the allotment/lease deed.

'52'

For Luthra Packers Pvt. Ltd.



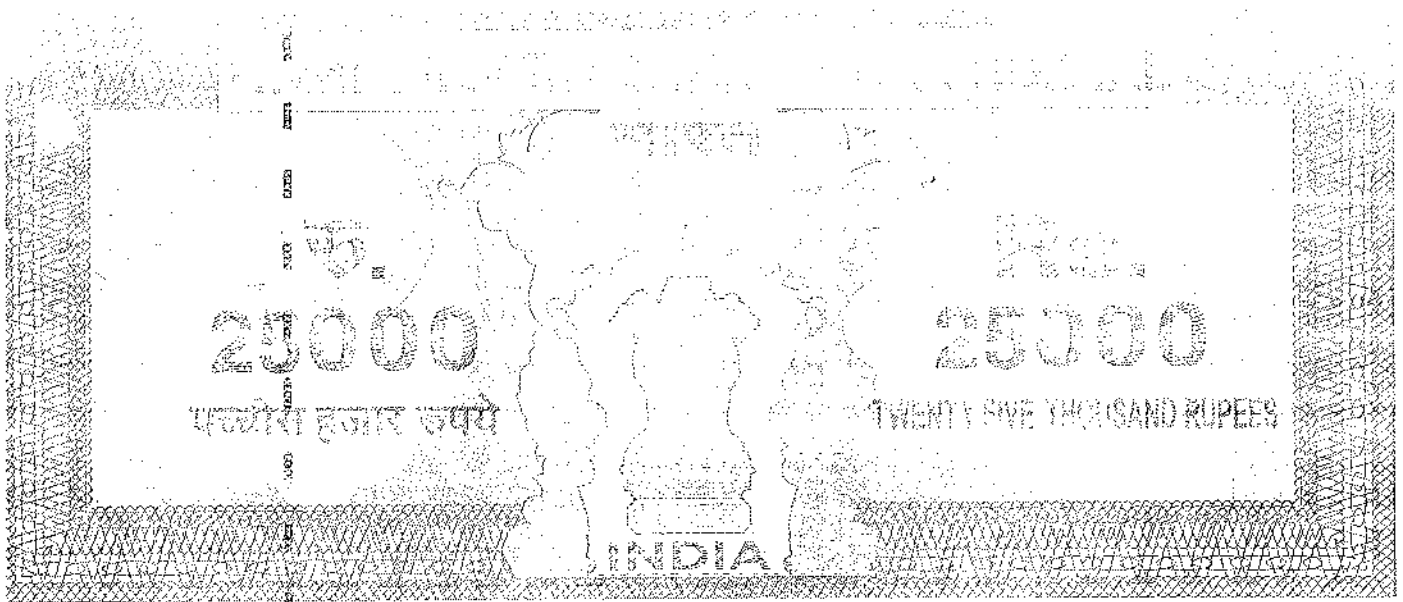
Director



For M. S. Yashwanthi & Co. Pvt. Ltd.



Director



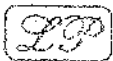
उत्तर प्रदेश UTTAR PRADESH

772774

11. That the TRANSFEREE shall be running the project of IT & ITES ENABLED SERVICES. The TRANSFEREE shall be liable to fulfill various requirements laid down by the U.P Pollution Control Board before implementation of the project. However, if any change/addition in the project is required then the same shall be considered as per rules and regulations of the Authority and shall be implemented only after the prior approval of such change from the Authority. Any change of project without prior written approval of the Authority shall be considered a violation of terms and conditions of Transfer/Lease/Transfer Deed and shall invite necessary action for cancellation/revocation of Lease/ Transfer Deed.

'53'

For Lucha Projects Pvt. Ltd.

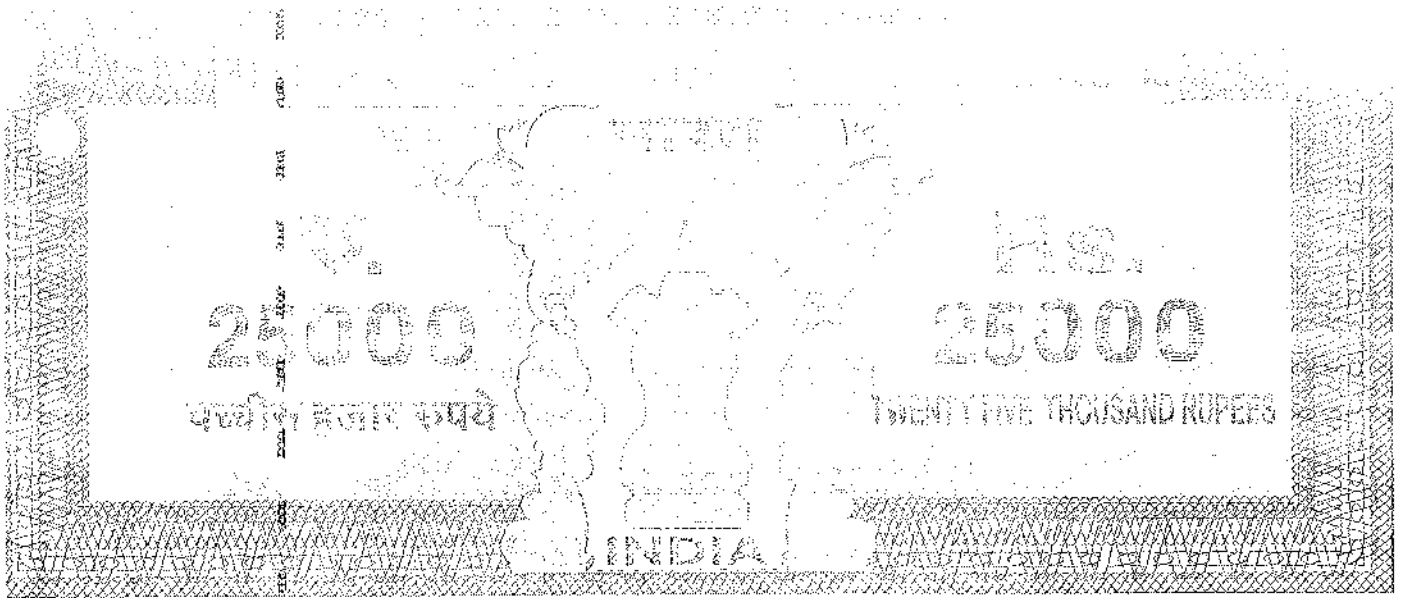


Director

For K. S. Infra-projects Pvt. Ltd.



Director



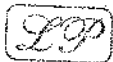
उत्तर प्रदेश UTTAR PRADESH

772775

12. That the **TRANSFeree** shall not rent out / sublet the premises (partly/fully) without prior permission of the Authority.
13. That the **TRANSFeree** shall not undertake any change in constitution without prior approval of the Authority and the same shall be considered subject to terms and conditions framed by Noida in this regard from time to time.

'54'

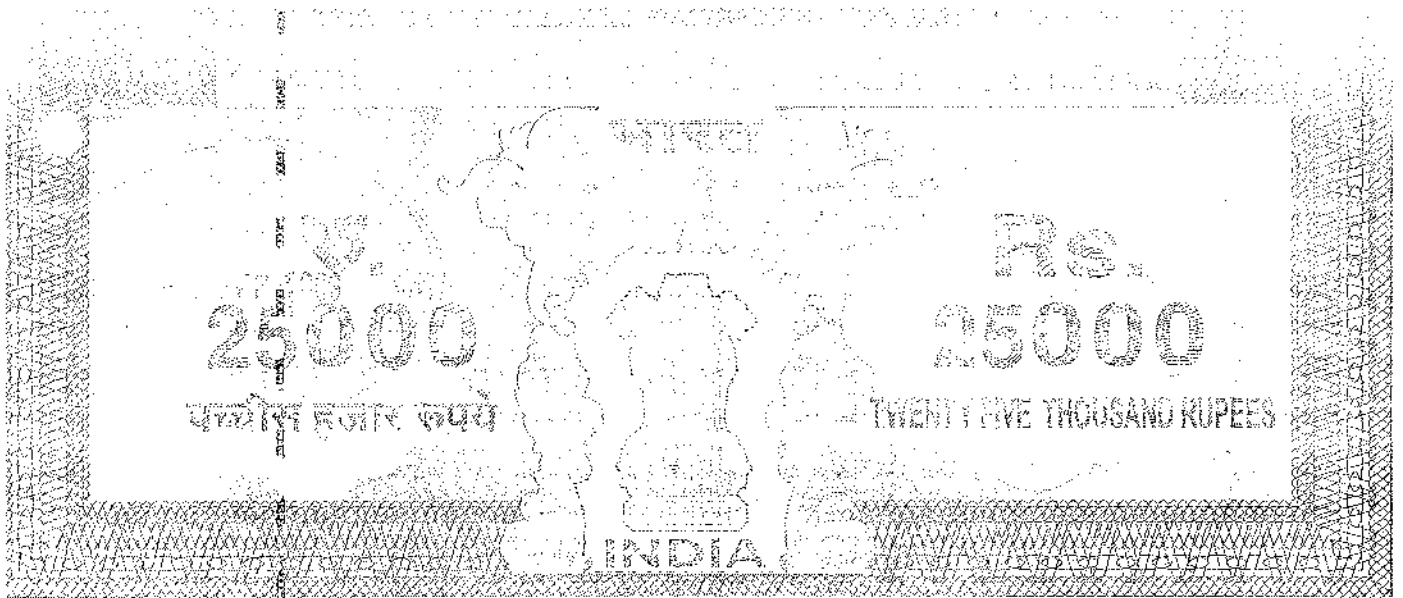
For Luthra Packers Pvt. Ltd.



Director

For M. S. Bhatnagar & Co. Pvt. Ltd.

Director



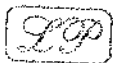
उत्तर प्रदेश UTTAR PRADESH

772776

14. That in case the **TRANSFEROR** is bonafide Lessee then he shall execute Transfer Deed with the **TRANSFeree** within 90 days from the date of issue of Transfer Memorandum. In case of default, penalty shall be @ Rs. 50/- per day upto 200 sq. mtr. plot area, @ Rs. 100/- per day upto plot area of 800 Sq. mtrs. and @ 200/- per day for plot area above 800 sq. mtrs. and a certified copy of the same shall be submitted to the **AUTHORITY** after the registration of the same with the Sub-Registrar, NOIDA. The Transfer Memorandum shall be the part of Transfer Deed executed between the **TRANSFEROR** and the **TRANSFeree**.

'55'

For Luthra Projects Pvt. Ltd.



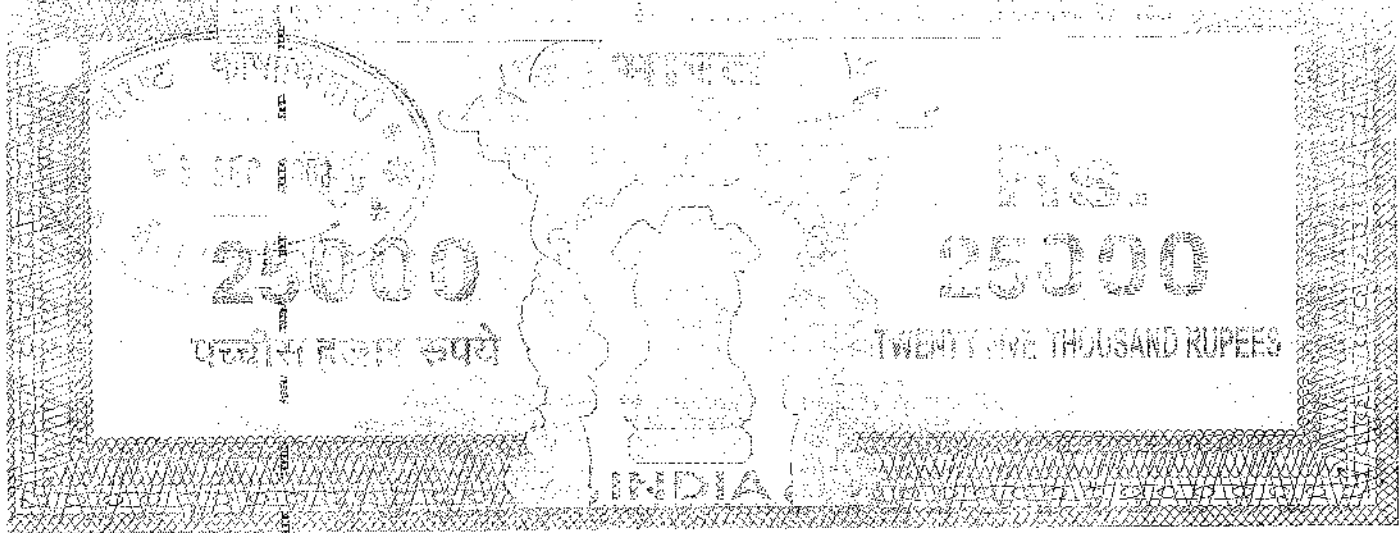
*[Signature]*  
Director



For K. S. Yashwantrao Projects Pvt. Ltd.



*[Signature]*  
Director



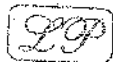
उत्तर प्रदेश UTTAR PRADESH

772777

15. That the TRANSFER is for the balance period of 90 years w.e.f date of allotment.
16. That in case PROPERTY is being transferred by UPFC, NOIDA (U/S-29) necessary legal document shall be executed by UPFC, NOIDA and certified copy of the same shall be submitted to this office within 60 days from issue of this Transfer Memorandum.

'56'

For Luthar Pancham



*[Signature]*  
Director



For K. S. Yashwanthrao Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772778

17. That if the TRANSFEREE/ TRANSFEROR does not abide by the terms and conditions of allotment/ lease and building regulation and directions or any rules framed by the Authority, the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor and the Lessee in such an event will not be entitled to claim any compensation in respect thereof.

'57'

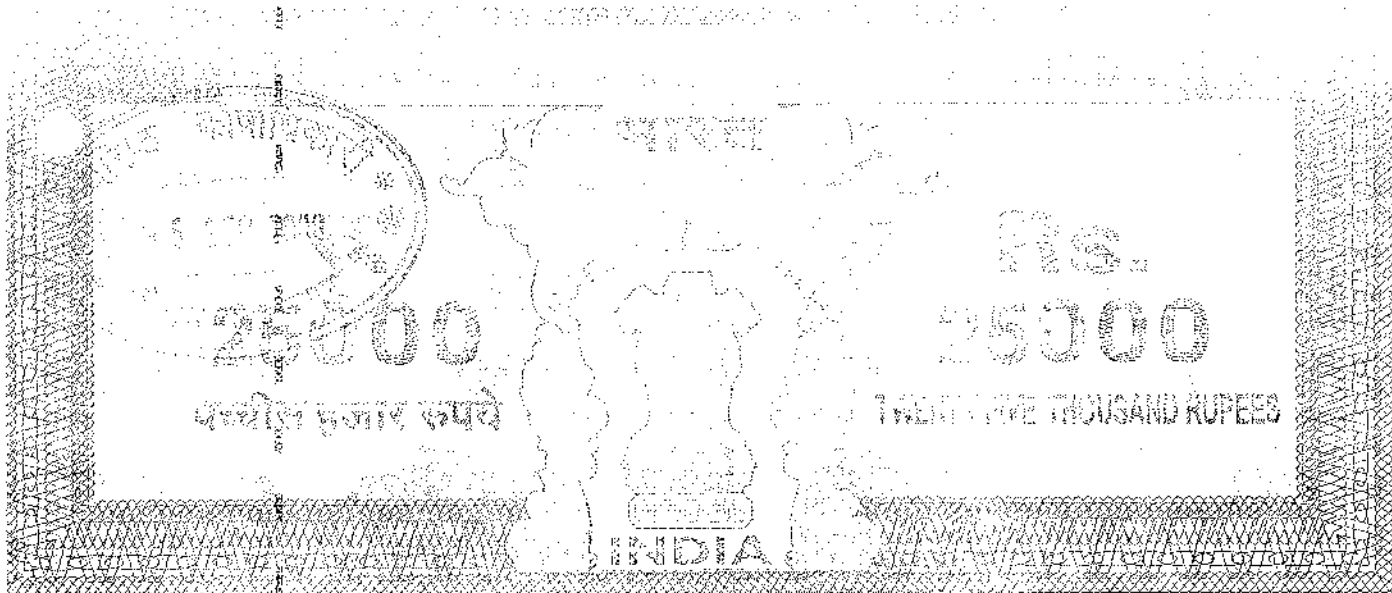
For Luthra Packers Pvt. Ltd.

L.P.

Director

For R. S. Infraobjects Pvt. Ltd.

Director



उत्तर प्रदेश UTTAR PRADESH

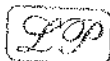
772779

18. That the TRANSFEREE will not implement the project before execution of Transfer Deed.

19. That the TRANSFEREE shall employ 5% employee out of total labour force from the families whose land have been acquired for the development of NOIDA area.

'58'

For Luthera Packers Pvt. Ltd.



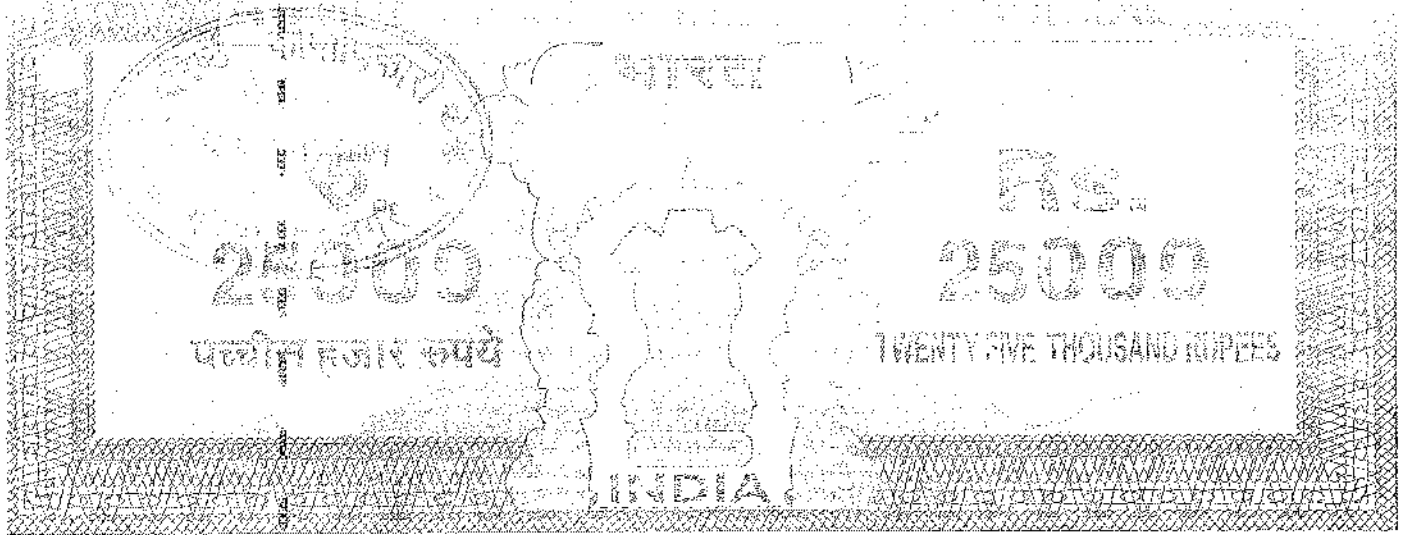
*[Signature]*  
Director



For M. S. Indraganesh Pvt. Ltd.



*[Signature]*  
Director



उत्तर प्रदेश UTTAR PRADESH

772780

20. That the Transfer is approved subject to submission of No Objection Certificate from A.O. (IAA), NOIDA or/ PE (JAL) NOIDA.
21. That the TRANSFEREE shall be bound by the terms of allotment/ Lease Deed/ Transfer Deed as they stand amended from time to time and shall also be bound by all the rules and regulations framed by the Authority in this regard.

'59'

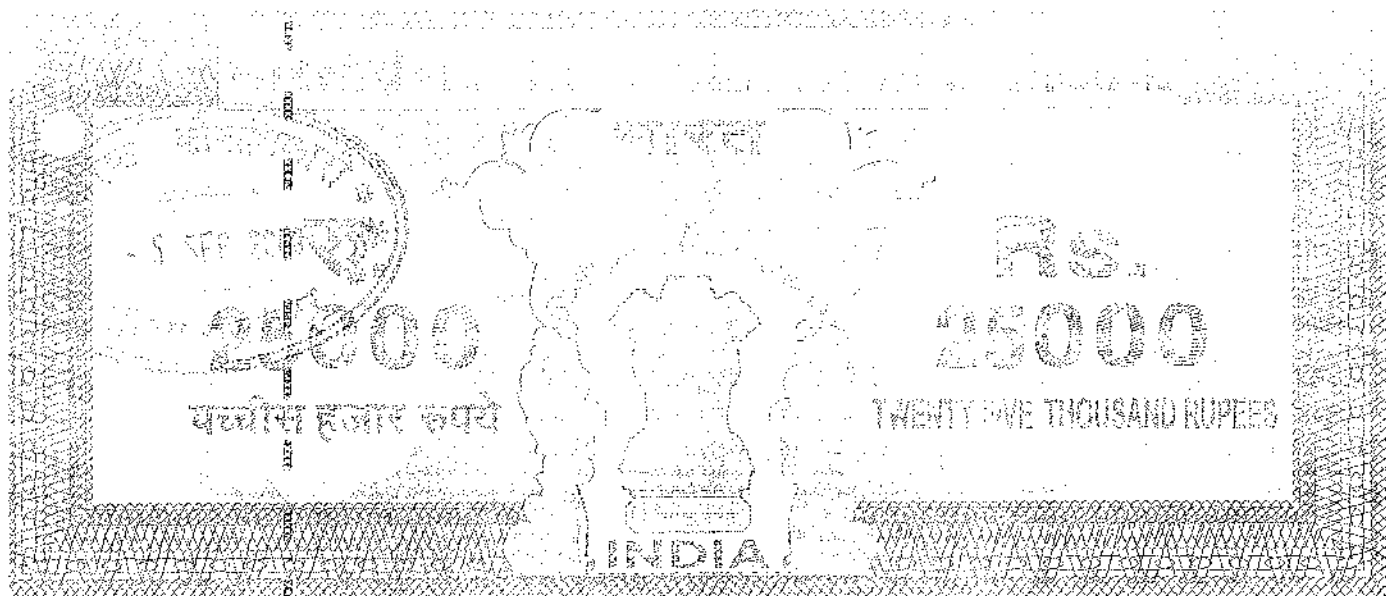
For Ludhiana Panchayat Pst. Ltd.

LPP

Director

For R. S. Infra Projects Pvt. Ltd.

Director



उत्तर प्रदेश UTTAR PRADESH

772781

22. That the TRANSFEREE shall be governed by provisions of U.P. Industrial Area Development Act, 1976.
23. That the TRANSFEREE may mortgage the property to any Financial Institution including banks without the permission from the Authority provided full payment towards premium, interest thereon, one time lease rent has been paid.

'60'

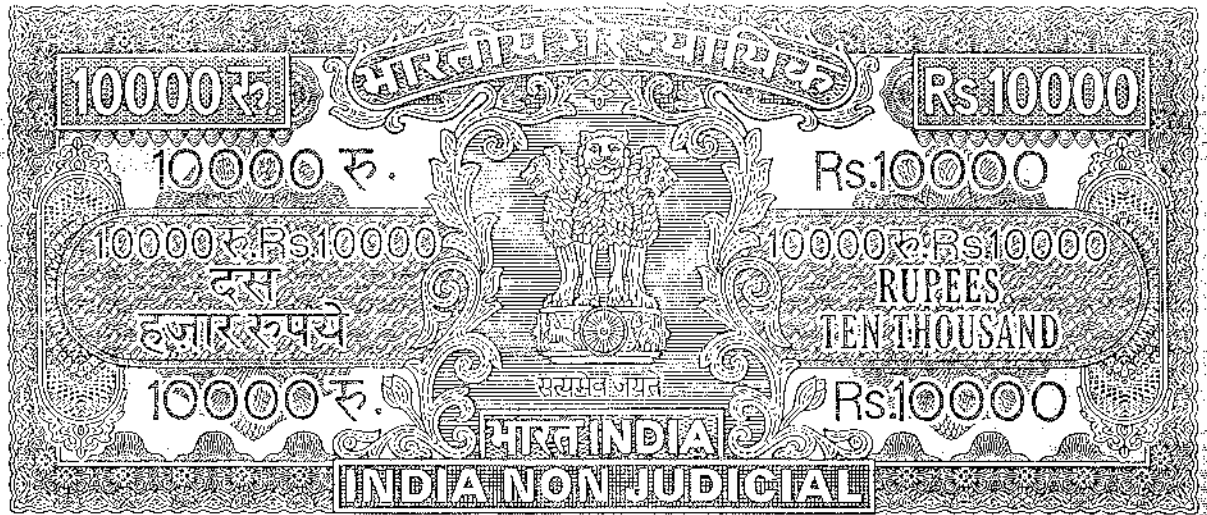
For Luthra Packers Pvt. Ltd.

LOP

Director

For K. S. Infrastructure Pvt. Ltd.

Director

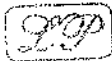


06AA 078788

24. That in the event of any dispute, legal jurisdiction shall be district Court of  
Gautam Budh Nagar and Hon'ble High Court of Allahabad.

'61

For Luthra Purohita Pvt. Ltd.



*[Signature]*  
Director

At the office of the Director

*[Signature]*  
Director





उत्तर प्रदेश UTTAR PRADESH

E 417957

28. That all the expenses i.e. Stamp Duty and Registration Fees, etc. of this Transfer

Deed Cum Sale Deed have paid by the TRANSFEREE.

IN WITNESS WHEREOF, this Transfer Deed Cum Sale Deed has been executed on the 7<sup>th</sup> day of October, 2008 by the parties herein before mentioned in the presence of the following witnesses:-

WITNESSES:

1. Ravi Manchanda  
S/o Sh. A.L. Manchanda  
A-57, Sec.-30, Noida (U.P.)

2. PREM BUNDEY AGI  
S/o SH. VIJAY SINGH  
BHANDEL, PH-II  
NOIDA - (U.P.)

For Lathra Padam Pr...

*Lop*

TRANSFEROR

For R. S. Infra-objects Pvt. Ltd.

TRANSFEREE

'63'

Drafted by:

PRASHANT KUMAR JAIN

G.B. Noida (U.P.)

Reg. No. 1177950



15/10/2008  
श्रीपुष्पा  
उप-निदेशक, स्वास्थ्य  
सेवा विभाग

15/10/2008  
श्रीपुष्पा  
उप-निदेशक, स्वास्थ्य  
सेवा विभाग  
15/10/2008  
श्रीपुष्पा  
उप-निदेशक, स्वास्थ्य  
सेवा विभाग



132  
to  
132

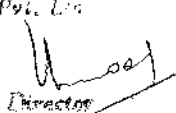


06AA 078789

25. That it shall be exclusive responsibility and liability of the **TRANSFEEE** to indemnify Noida against all claims and damages made by any Financial/Institution/Bank/U.P.S.E.B./Trade Tax Deptt/ Noida ( Ind. Area Accounts Jal Deptt.)/ Directorate of Industries, U.P. and or by any of the earlier Leassce/ Transferor/ Transferee and all claims and damages arising out of the above would be settled directly at his own risk, cost and responsibility.
26. That if there is any revision in the rate this will be applicable on the **TRANSFEEE**.
27. That if any unauthorized activity/construction is found, the allotment shall be cancelled without notice

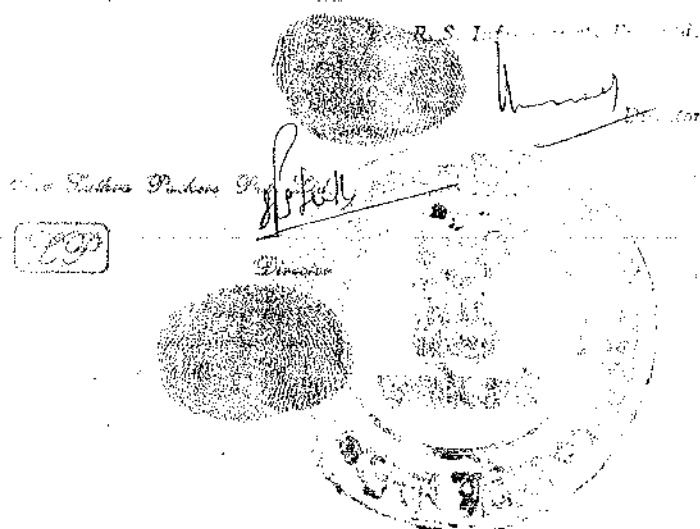
'62'

For Luthra Packers Pvt. Ltd.  
  
  
 Director

For K. S. Infraprojects Pvt. Ltd.  
  
 Director



RAVI MANJUNATH



PREM SUNDAR TYAGI