

हिमाचल प्रदेश HIMACHAL PRADESH

022368

"CONVEYANCE DEED"

Worth Rs.42,71,440/- (Rupees Forty two lacs seventy one thousand four hundred forty only) on stamp papers of Rs.2,13,600/- (Rupees Two lacs thirteen thousand six hundred only)

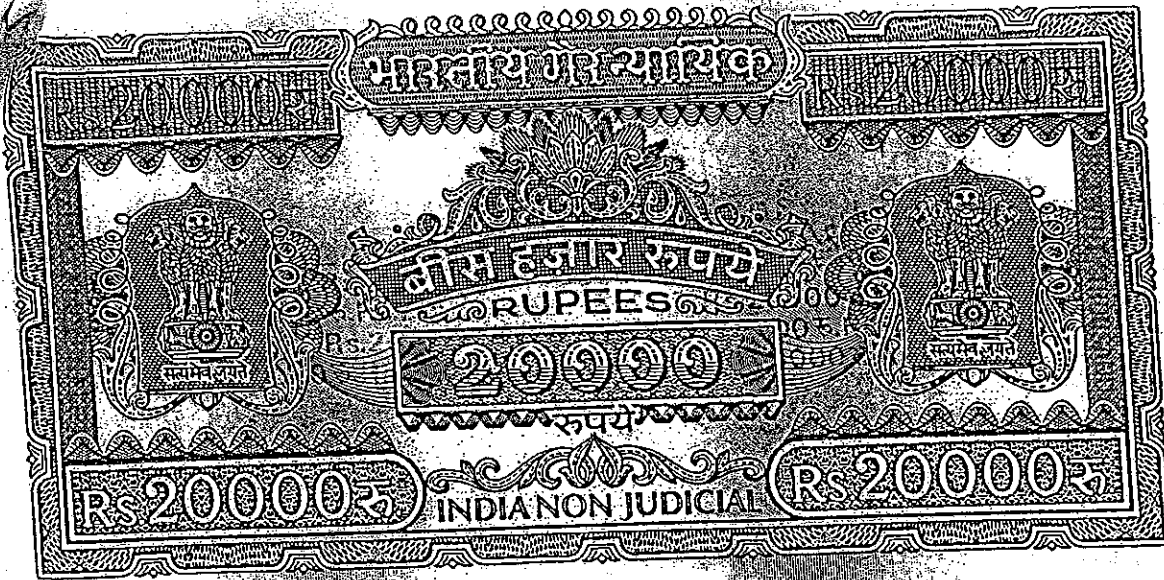
This indenture made on this day of 21st August, 2009 (two thousand & nine) between the Himachal Pradesh State Industrial Development Corporation Limited, New Himrus Building, Shimla-171001(hereinafter called the Vendor which expression shall unless repugnant to the context or meaning thereof includes his successors and assigns) through Shri Mela Ram Kanwar, Assistant Engineer, H.P. SIDC Limited, Baddi, GPA Holder on behalf of the Corporation of the one part and M/s Micromax Informatics Limited, through Shri P.L.Sharma, authorised signatory on behalf of the company, 9/52/1, Industrial Area, Kirti Nagar, New Delhi - 15 hereinafter called the Vendee which expression shall unless repugnant to the context or meaning thereof be deemed to include his/their heirs, executors and administrators) of the other part.

Whereas the Vendee had applied to the Corporation (Vendor) for the allotment/transfer of an industrial plot in the Industrial Area at Baddi, District Solan (H.P) of the Corporation for the purpose of setting up of an industrial unit known as M/s Micromax Informatics Limited.

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P.L.Sharma

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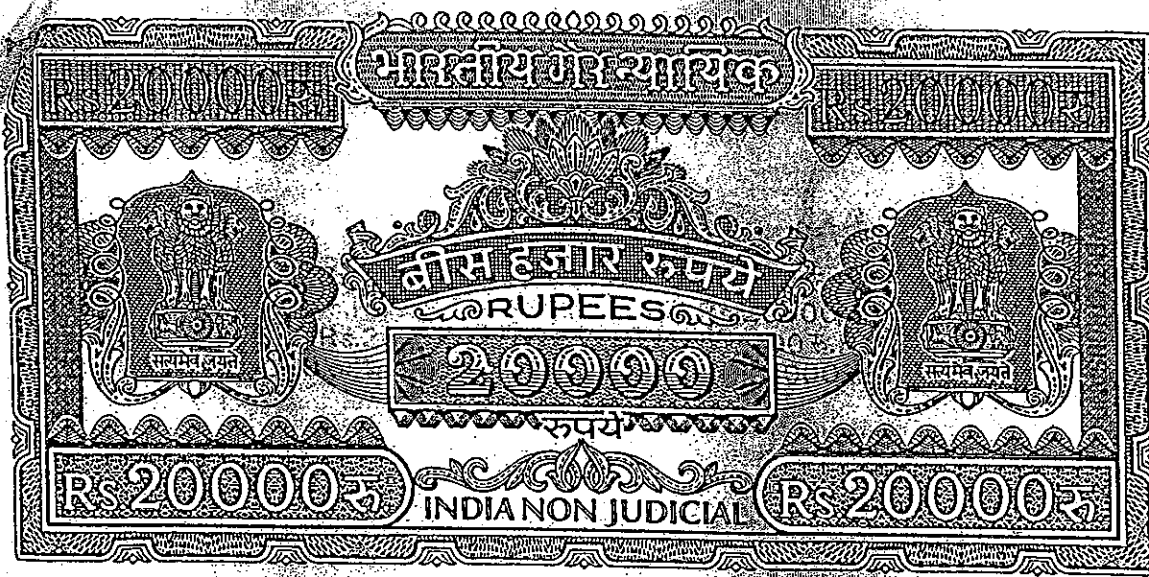
Whereas the Corporation (Vendor) has agreed to the request of the Vendee to allot/transfer plot no.234 measuring 1996 sq.mtrs. on "as is where is basis" and whereas the Corporation (Vendor) vide its letter no. HP SIDC/SFS/P-234-5864 dated 01.01.2008 allotted/transferred plot no.234 measuring 1996 sq.mtrs. in the Industrial Area, Baddi, District, Solan, Himachal Pradesh and on the basis of the terms and conditions contained in the Agreement executed between the parties on 09.01.2008, a copy of which is enclosed and forms part of this deed.

Whereas in pursuance of the said letter, the vendee has paid a sum of Rs.15,56,880/- (Rupees Fifteen lacs fifty six thousand eight hundred eighty only) + unearned increase amounting to Rs.27,14,560/- (Rupees Twenty seven lacs fourteen thousand five hundred sixty only) + 5% corner charges amounting to Rs. NIL (Rupees NIL only), total amounting to Rs.42,71,440/- (Rupees Forty two lacs seventy one thousand four hundred forty only) as the consideration amount of the industrial plot no.234 measuring 1996 sq.mtrs. @ Rs.780/- per sq.mtr. (Rupees Seven hundred eighty only) + 5% corner charges amounting to Rs. NIL (Rupees NIL only) + unearned increase amounting to Rs.27,14,560/- (Rupees Twenty seven lacs fourteen thousand five hundred sixty only), total amounting to Rs.42,71,440/- (Rupees Forty two lacs seventy one thousand four hundred forty only) at Industrial Area Baddi, and has also taken effective steps as detailed in para 5 and para 6 of the Agreement and the possession of the demised plot has been taken 09.01.2008 over by the Vendee on in pursuance of Agreement dated 09.01.2008.

Signature

P.L. Sharma

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NOW THIS DEED WITNESTH:

In pursuance of the terms and conditions of Agreement dated 09.01.2008 and in consideration of the sum of Rs.42,71,440/- (Rupees Forty two lacs seventy one thousand four hundred forty only) paid to the Vendor Corporation by the Vendee in the manner specified in the Agreement, the Vendor as sole and absolute owner hereby conveys allotment/transfer to the Vendee all that industrial plot no.234 measuring 1996 sq.mtrs. in Industrial Area, Baddi Tehsil, Nalagarh, District Solan, Himachal Pradesh (more specifically described in the schedule and plan appended to this deed) TO HAVE AND HOLD THE SAME UNTO THE VENDEE subject to the following conditions:-

1) THAT the Vendee shall be bound to erect the industrial building on the demised plot as per building plans approved by the HP SIDC in substantial and workman-like manner subject to the following conditions:-

i) that the Vendee shall not be allowed to sub-divide or amalgamate the plot (in case two or more plots have been allotted) without specific written approval of the Competent Authority.

ii) that the Vendee shall not be allowed to cut/damage/destroy trees standing in the said plot without specific written approval of the Competent Authority;

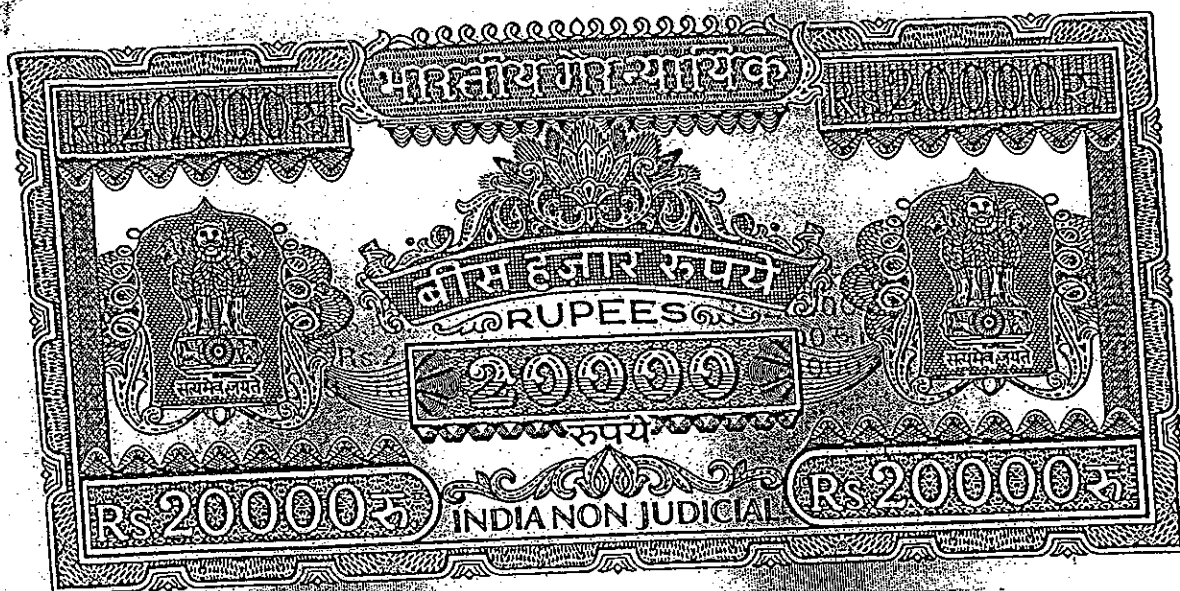
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P. L. Sharma

उप पंजीकार बदी
जिला सोलन (हि.प्र.)

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iii) that the Vendee shall not change the land use of the plot from industrial purposes to any other purposes.

iv) that the Vendee shall be bound to complete the erection and installation of machinery and commence production as mentioned in the Agreement dated 09.01.2008. Failure to discharge above obligations by the Vendee shall make the plot liable for resumption by the Vendor Corporation.

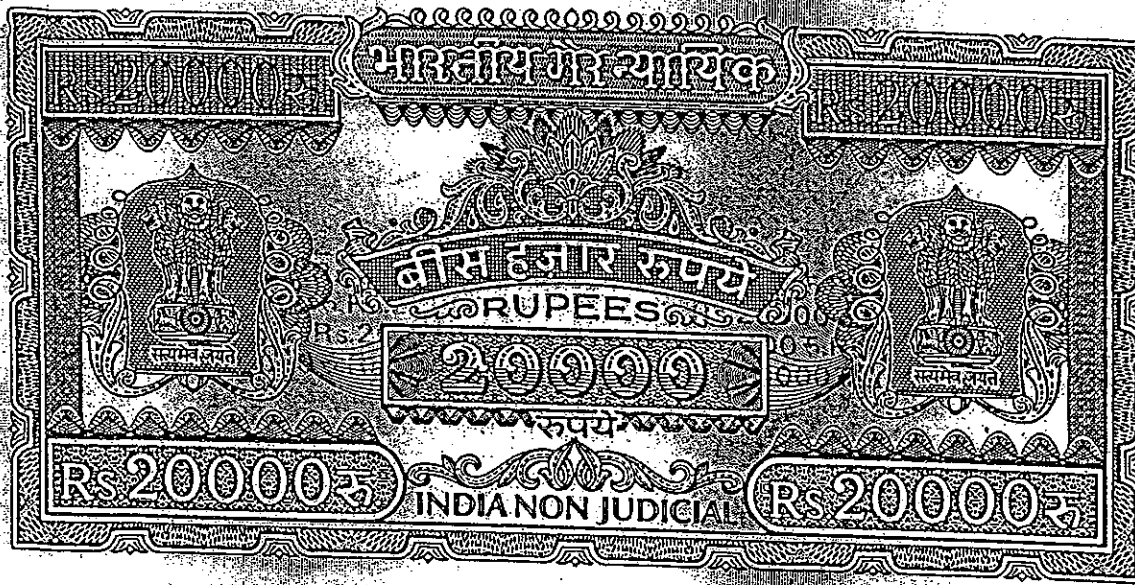
However, in case of failure to complete the building and commencement of production within the stipulated period is due to the reasons and circumstances beyond the control of the Vendee, the Vendor Corporation may consider extension on specific request being made for such extension(s) giving detailed reasons. In case the Vendor Corporation agrees to grant extension, the Vendee shall have to pay the extension charges as mentioned in the Agreement.

2. i) that all mines and minerals whatsoever in or under the said plot shall vest in the Government with all rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such time and in such manner as the Government shall think fit with power to carry-out any surface or any underground working and let-down the surface of all or any part of the said site and to sink pits, erect building, construct lines and use the surface for

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उप निरीक्षक वस्ती
जिम्प पञ्जीकार बस्ती
जिला सोलन, हि.प्र.



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the said site for the purpose of doing all such things as may be convenient/necessary for the full enjoyment on the exceptions and reservations hereinafter contained.

Provided that the Vendee shall be entitled to receive from the Government such payment for the occupation of the surface and for the damage done to the surface of building on the said site by such works and workings or letting-down as may be agreed upon between the Government and the Vendee or failing such agreement as shall be ascertained by reference to the Arbitration.

ii) that the Vendee will ensure that the proposed industrial project/unit does not create any kind of pollution whatsoever. All measures required to be taken for disposal/treating industrial waste/effluents of all kinds shall be undertaken by the Vendee at his own cost in consultation and with the approval of the concerned Competent State Regulatory Authorities as applicable from time to time. In case of failure of Vendee to take all such measures, the plot alongwith building constructed thereon shall be liable to be resumed by the Vendor.

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P. L. Sharma

उप पंजीकार बंदी
जिला सीजन (हि.प्र.)



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iii) the Vendee shall further ensure to arrange the plantation of ornamental type of trees within his premises and in the front area commanded by the plot allotted/transferred to him as per layout approved by HP SIDC Limited to improve total environment.

iv) the Vendee shall maintain thereon a good and substantial building, equipped with necessary machinery for the industry and such other staff as may be deemed necessary for the functioning of the industrial unit.

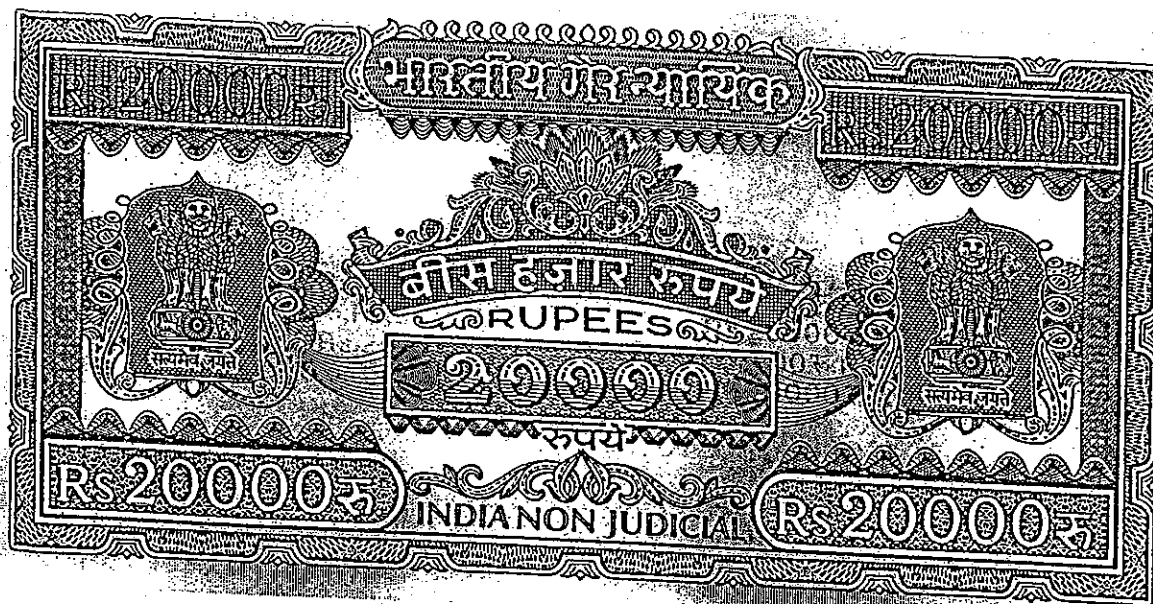
v) the Vendee shall pay, on demand, the annual maintenance charges of the industrial plot as fixed from time to time by the Vendor Corporation from the date of possession or after two months from the date of allotment/transfer whichever is earlier. In the event of failure of the Vendee to pay the said charges regularly to the Vendor Corporation, the Vendor Corporation shall have the right to impose penalty as deemed fit.

vi) the Vendee shall be liable to pay to the appropriate authorised agency, all existing general and local taxes, rates or cesses or charges or proposed to be levied in future on the said plot by the Competent Authority/Vendor Corporation/Local Body.

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जिला सेशन (हि.प्र.)



हिमाचल प्रदेश HIMACHAL PRADESH

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- vii) the Vendee;
- a) shall have to bear the actual expenditure incurred towards cutting/repairing of road for water and sewerage connection;
- b) shall have to deposit the charges for sewerage and water connection as fixed by the Vendor Corporation from time to time.
- viii) the Vendee shall not use or permit to be used the industrial plot or any building or part thereof within these premises for residential purpose or for carrying on any activity other than that of carrying on the manufacturing process. The Vendee shall perform, observe and comply with all obligations and requisitions in respect of the industrial plot and building thereon and business carried therein imposed by any statute, regulations or bye-laws of any Competent Authority and also the lawful directions of any Public/Local Authority/ Vendor Corporation.
- ix) the Vendor Corporation shall also have the right to call for periodical progress reports every six months from the Vendee starting from one year after the date of delivery about implementation of the project and if after hearing the Vendee, the Competent Authority of the Vendor Corporation is of the opinion that the progress is not satisfactory, he may order resumption of the plot;

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उप प्रतीकार बदी
जिला सेसन (हि.प्र.)

P.L. Sharma



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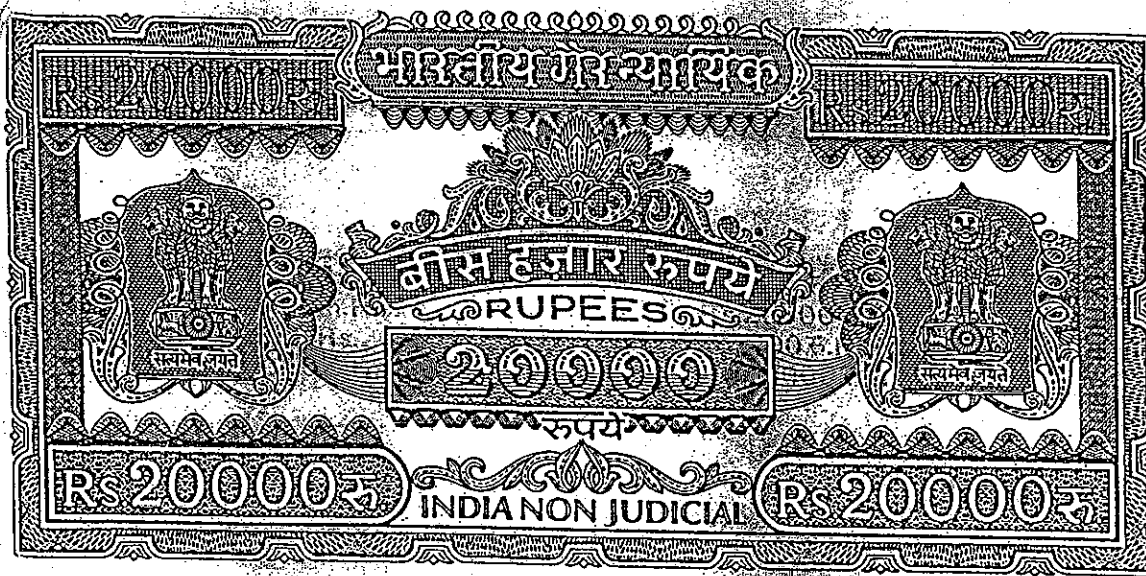
- x) a) the Vendor Corporation may by its Officers and Servants at all reasonable time and manner after twenty four hours' notice in writing, enter in and upon any part of the said site of building erected thereon for the purpose of ascertaining that the Vendee has duly performed and observed the covenants and conditions to be performed and observed by him/her/them under these presents.
- b) Provided further the Vendor Corporation also shall have full right, power and authority at all times to do through its Officers and Servants for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the Vendee as first charge upon the said site, the cost of doing all or any such acts and things and all cost incurred in connection therewith or in any way relating thereto.
- c) The Limited and Private Limited Companies shall be required to submit a copy of the annual return filed before the Registrar of Companies every year to the Vendor Corporation. In addition, they shall be required to submit the share-holding pattern, duly certified by a Chartered Accountant, specifically indicating therein the number of shares held by each Promoter-Director of the Vendee Company alongwith issued, subscribed and paid-up capital.
- d) The Firms and Sole Proprietorship Concerns shall be required to submit the name of Partners/Sole Proprietors to the Vendor Corporation on half yearly basis.

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P. L. Sharma

उप संचालक बंदी
जिला सेलन (हि.प्र.)



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c) The Partnership Concerns shall be required to submit a copy of partnership deed to the Vendor Corporation on half yearly basis.

xi) a) The Vendee will have to take water for human consumption and general purposes from the Vendor Corporation on payment in accordance with the rates fixed by it from time to time. For consumption of water for industrial purpose, the Vendee will have to take prior permission of the Vendor Corporation and in case of its inability to meet with the requirements, the Vendee will have to make its own arrangements;

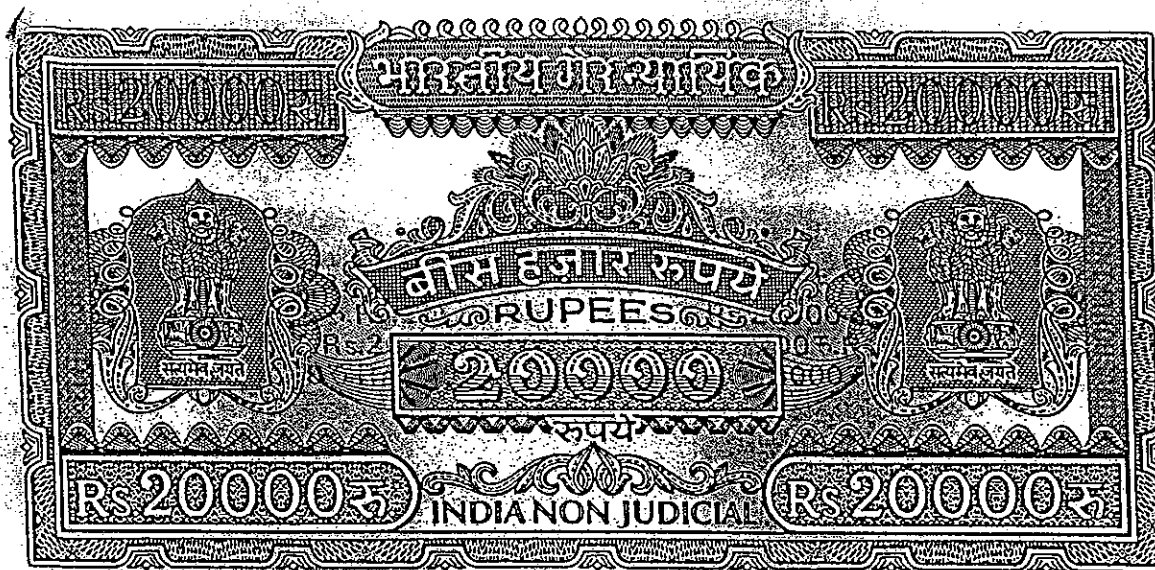
b) The Vendee shall not dig any tube-well in his plot without prior written approval from the Vendor Corporation.

xii) In case the Vendee surrenders or seeks cancellation of plot allotment/transfer or the Vendor Corporation cancels the allotment/transfer order due to non fulfilment of conditions at any stage after the Vendee has executed required documents and paid the application/allotment money/unearned increase on transfer, he shall be entitled to the refund of 75% principal amount paid by him (25% of such amount shall be deducted as administrative charges). The dues of annual maintenance/other charges shall also be deducted from out of the deposit. The Vendee shall be paid the amount after deducting the amount of annual maintenance/other charges and interest, if any, payable on account of default.

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S. H. Sharma

उप मंत्री कार वरी
जिला सचिव (हि.प्र.)



हिमाचल प्रदेश HIMACHAL PRADESH

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xiii) a) The Vendee shall have no right to transfer by way of gift, mortgage or by transfer of shares other than the original promoter declared at the time of allotment/agreement/conveyance deed or change of management or otherwise, the land or any right of the plot or the building(s) erected thereon-except with the prior written approval of the Vendor Corporation. The Competent Authority of the Vendor Corporation shall have the right to refuse such request without assigning any reasons thereof. The Competent Authority while granting such permission, may impose such conditions as may be decided by the Vendor Corporation from time to time.

In the event of such consent being given, the Vendor Corporation shall be entitled to claim and recover 50% unearned increase or 10% of the original cost of plot whichever is higher (i.e. the difference between the final price paid and market value) of the industrial plot at the time of transfer, assignment or parting with the possession. The decision of the Vendor Corporation in respect of determination of the market value (as per prevailing market rates) shall be final and binding;

b) The Vendee may with the prior written approval from the Vendor Corporation, mortgage his rights in the industrial plot to such financial institutions as may be approved by the Vendor Corporation. 5

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जिला सोलन (हि.प्र.)



हिमाचल प्रदेश HIMACHAL PRADESH

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In the event of transfer or foreclosure of the mortgaged property, the Vendor Corporation shall be entitled to claim and recover 50% unearned increase or 10% of the original cost of plot whichever is higher as aforesaid and the amount of the Vendor Corporation's share of the said unearned increase shall be first charge having priority over the said mortgage or charge. Before transfer of assets of Vendee, the Mortgagor shall have to take consent from the Vendor Corporation.

xiv) In the event of the death of the Vendee, the person to whom the title of the deceased devolves, shall within three months of such devolution inform/apply to the Vendor Corporation for transfer of plot by producing a valid Succession Certificate to the satisfaction of the Vendor Corporation.

xv) Any dispute or differences arising out or in any manner touching or concerning the Agreement/ Conveyance Deed shall be referred to the Sole Arbitration of the nominee of the Secretary (Industries) to the Government of Himachal Pradesh. The award of such Arbitrator shall be final and binding on the Vendor Corporation and the Vendee. All disputes arising out between the parties shall be subject to jurisdiction of Courts at Shimla (Himachal Pradesh) only.

[Signature]

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उप पुंजीकार बंदी
जिला सीलन (हि.प्र.)



हिमाचल प्रदेश HIMACHAL PRADESH

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xvi) The Vendee undertakes further to comply with the terms and conditions contained in the Allotment Letter and Agreement even after the Conveyance Deed has been executed in his favour. In case of breach of any of the terms and conditions of the Allotment Letter, Agreement and Conveyance Deed, the Vendor Corporation shall have the right to exercise its right of resumption of plot including the building erected thereon without payment of any compensation.

xvii) That all the cost and expenses co-incidental to the execution of Agreement and Conveyance Deed including the cost of stamp papers duty etc. shall be borne by the Vendee.

xviii) The Vendee if and so long shall fully perform and comply with and shall continue to perform and comply with each and all the terms and conditions laid-down in the Allotment Letter/Agreement/ Conveyance Deed and provided but not otherwise the Vendor Corporation will secure the Vendee peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

xix) The Vendee would be required to start the construction work within two months from the date of allotment after getting the building plans approved from the Vendor Corporation and complete the unit as per clause 6 of Agreement positively.

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P. L. Sharma

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हिमाचल प्रदेश HIMACHAL PRADESH

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In the event of failure to comply with the terms and conditions of the Allotment Letter/ Agreement/Conveyance Deed, the plot allotted shall be deemed as cancelled and refund of money shall be made after deducting the administrative charges, interest, if any, dues of annual maintenance charges alongwith penal charges, unpaid water charges and any other charges outstanding at the time of cancellation.

xx) The Allotment Letter and Agreement shall also form part of this Deed.

IN WITNESS thereof the parties to this Deed have set their hands and seals on the date mentioned against their signatures

[Signature]
Kuldip Chandel
Witness No.1 vpo Palkwadi
Teh. Haroli
Distt. Una (HP)

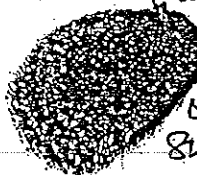
Witness No.2

[Signature]
Rajendra Kumar
vpo Gungun Teh. Bunder (HP)

[Signature]
Vendor Engineer
Managing Director
for and on behalf of
HPSIDC Limited authorised
Nominee

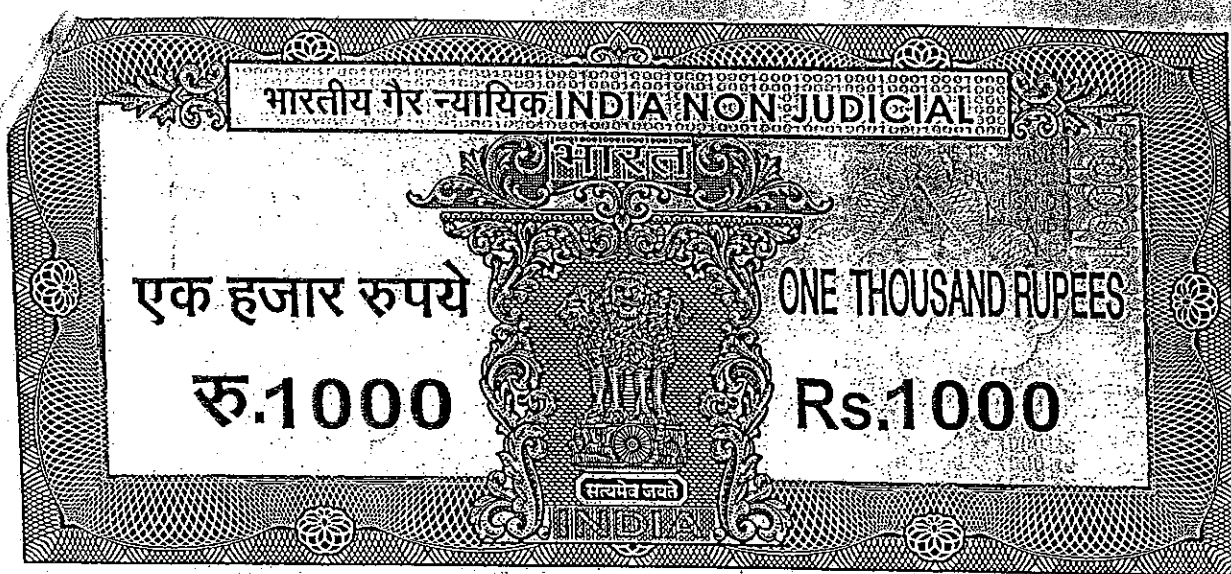
[Signature]
Purshottam Lal Sharma
A-713, Sushant Lok

Gurgaon (Haryana)
122002



AT-2 of
Shri Brij Mohan Chandra
Koulandan
vpo Bunder
Distt. Una
HP

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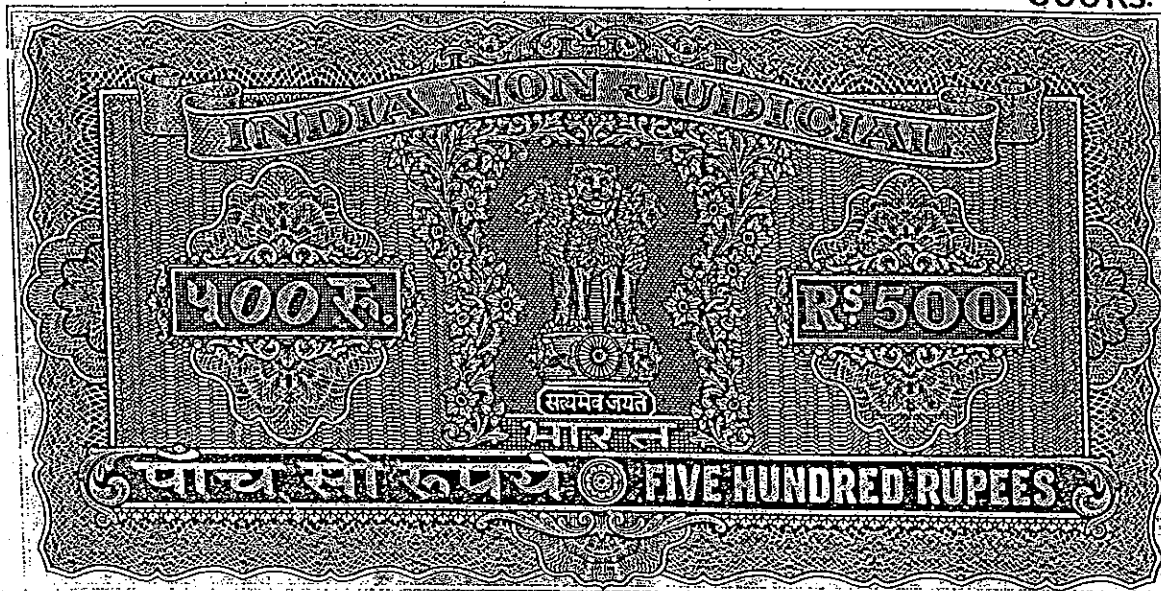
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P.L. Sharma
उप पंजीकार वृद्धी
निरा योजना (वि.ग.)

500Rs.



Affiant

Witness

P. L. Sharma

उप फ़र्जीकार वदी
जिला सोलन (हि.प्र.)

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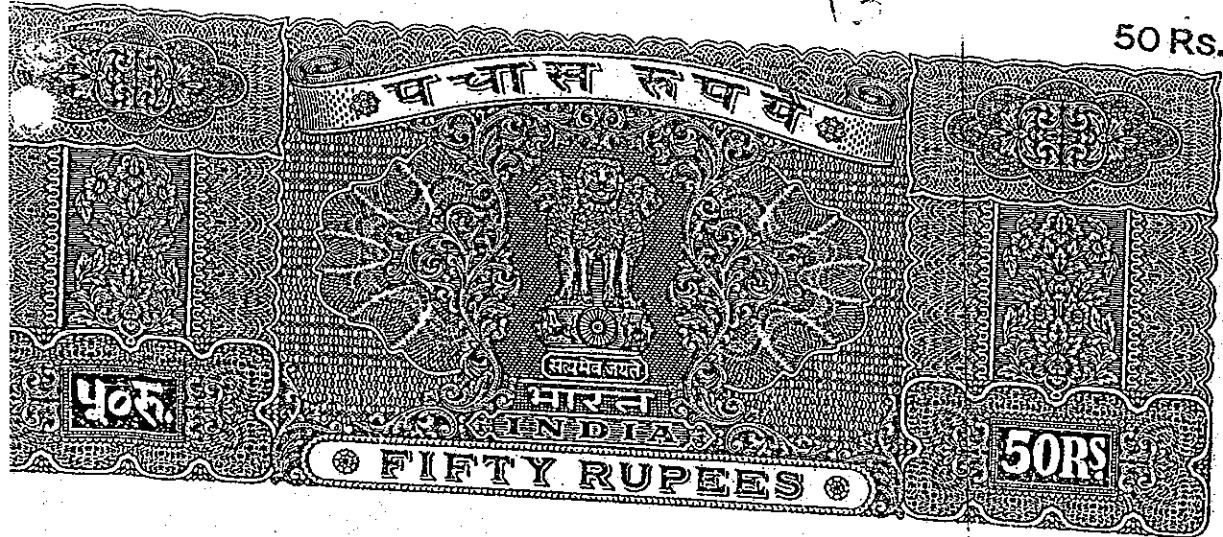
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जिला सोलन (हि.प्र.)

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AGREEMENT

This Agreement made this 9th day of January, 2008 between the Himachal Pradesh State Industrial Development Corporation Limited, New Himrus Building, Shimla-171001 (hereinafter called the "Corporation") of one part and M/s Micromax Informatics Limited, through Shri Sumeet Kumar, Director, 9/52/1, Industrial Area, Kirti Nagar, New Delhi - 15 of the other part.

Whereas M/s Micromax Informatics Limited have requested to allot/transfer plot no.234 measuring 1996 sq.mtrs. in Industrial Area, Baddi, Distt.Solan, Himachal Pradesh in the name of M/s Micromax Informatics Limited for the purpose of setting-up of an Industrial Unit. And whereas the Corporation has agreed to the request so made on the terms and conditions mentioned hereinafter to allot/transfer plot no.234 measuring 1996 sq.mtrs. @ Rs.780/- per sq.mtr.(Rupees Seven hundred eighty only) amounting to Rs.15,56,880/- (Rupees Fifteen lacs fifty six thousand eight hundred and eighty only) and to lease amounting to Rs.27,14,560/- (Rupees Twenty seven lacs fifty six thousand five hundred and sixty only), total amounting to Rs.42,71,440/- (Rupees Forty two lacs seventy one thousand four hundred and forty only) on "as is where is basis"(exact area of plot can slightly vary as per actual measurement at site, hereinafter called "PLOT".

Now this agreement witnesseth as under subject always to the exceptions, reservations, covenants terms and conditions hereinafter contained that is to say:-

उप पंजीकार बड़ी
जिला सोलन (हि.प्र.)

1. That in consideration of the Corporation agreeing to allot/transfer the said plot to allottee/transferee who agrees to pay the Corporation as the tentative price of the said plot to be calculated @ Rs.780/- per sq.mtr., (Rupees Seven hundred eighty only) amounting to Rs.15,56,880/- (Rupees Fifteen lacs fifty six thousand eight hundred eighty only) + 5% corner charges amounting to Rs. NIL (Rupees NIL only) + unearned increase amounting to Rs.27,14,560/- (Rupees Twenty seven lacs fourteen thousand five hundred sixty only), total amounting to Rs.42,71,440/- (Rupees Forty two lacs seventy one thousand four hundred forty only) and the additional/final price as determined in the manner hereinafter appearing.

2. That for the purpose of carrying into effect this agreement and in consideration of the payment of the sum of Rs.42,71,440/- (Rupees Forty two lacs seventy one thousand four hundred forty only) to the Corporation by the allottee/transferee, the receipt of which is hereby acknowledged by the Corporation.

3. The allottee/transferee for himself/herself/his/her heirs, executors, administrators and assigns covenant with the Corporation in the manner following that is to say:-

a) The allottee/transferee shall undertake to pay the additional price for any additional land indicated in allotment letter as determined by the Corporation which shall be payable by the allottee/transferee within a period of 30 days from the demand raised on the allottee/transferee. In case, the area of the plot is less at the time of possession than the advertised area in the case of direct allotment, the excess amount received shall be refunded.

उप पंजीकार बंदी
जिला सोलन (हि.प्र.)

b) In case of any default in the payment of any demand raised by the Corporation towards instalment of principal and interest or any other demand raised by the Corporation, the allottee/transferee shall be liable to pay it to the Corporation alongwith interest @ 15% per annum for the default period on the defaulted amount.

c) Any payment made by the allottee/transferee shall be appropriated as under:-

Firstly towards outstanding penal charges on annual maintenance, secondly towards outstanding annual maintenance charges, thirdly towards dues of water charges, fourthly against interest, if any, and lastly towards principal amount.

4. The possession of the plot will be handed over to the allottee subject to completing various formalities in the case of direct allotment and the allottee shall have to take over possession of plot within 30 days from the date of possession letter. In transfer cases, the possession of the plot shall be taken over by the transferee from the transferer directly under intimation to our Baddi Office.

5. The allottee/transferee shall have to take the following effective steps within two months from the date of auction/allotment/transfer of plot:-

To obtain a licence for industry under the Industries (Development & Regulation) Act, preparation of detailed Project Report/Project Profile and obtain DGTD/SSI, SIA Registration/Letter of Intent/IPARA (Industrial Project Approval of Reviewing Authority, HP, Shimla-171001) as applicable to the project of the allottee/transferee.

6. Further within two years from the date of allotment/transfer, the allottee/transferee shall fulfil the following requirements:-

a) The allottee/transferee shall have to submit the building plans of the proposed industrial unit conforming to the building bye-laws of HP SIDC and obtain necessary approval thereof before starting the construction activities at site.

b) Erect the industrial building as per approved building plans by the HP SIDC Limited in substantial and workman like manner subject to:-

i) The allottee/transferee shall not be allowed to subdivide or amalgamate the plot (in case two or more plots have been allotted) without specific written approval of the Competent Authority

उप पंजीकार वडी
जिला सोलन (डि.१.)

- ii) The allottee/transferee shall not be allowed to cut/damage/ destroy trees standing in the said plot without specific written approval of the Competent Authority.
- iii) The allottee/transferee shall not change the land use of the plot from industrial purpose to any other purpose.
- c) Complete the erection and installation of machinery and commence production within stipulated period of two years. Failure to discharge above obligations by the allottee/transferee shall make the plot liable for resumption by the Corporation.
- d) However, in case of failure to complete the building and commencement of production within the above stipulated period is due to the reasons and circumstances beyond the control of the allottee/transferee, the Competent Authority of the Corporation may consider extension on specific request being made for such extension(s) giving detailed reasons. In case the Corporation agrees to grant extension, the allottee/transferee shall have to pay following extension fee as under:-

- 1. 5% of the cost of plot for first year after the lapse of normal time.
- 2. 10% cost of plot for second year from the lapse of normal time.
- 3. 15% cost of plot for the third year from the lapse of normal time.

No further extension shall be granted beyond three years and the plot shall be physically resumed.

- 7. THE ALLOTTEE/ TRANSFEEEE SHALL HAVE TO FOLLOW /PERFORM THE FOLLOWING FURTHER STIPULATIONS:

That all mines and minerals whatsoever in or under the said site shall vest in the Government with all rights and power as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the Government shall think fit with power to carry out any surface or any underground working and to sink pits, erect building, construct lines and use the surface of the said site for the purpose of doing all such things as may be convenient/necessary for the full enjoyment on the exceptions and reservations herein after contained.

Signature

उप प्रजीकार बदी
जिला सेलन (हि.प्र.)

Provided that the allottee/transferee shall be entitled to receive from the Government such payment for the occupation of the surface and for the damage done to the surface of building on the said site by such works and workings or letting-down as may be agreed upon between the Government and the allottee/transferee or failing such agreement as shall be ascertained by reference to the Arbitration.

ii) The allottee/ transferee will ensure that the proposed industrial project/unit does not create or cause to create any kind of pollution whatsoever. All measures required to be taken for disposal/treating industrial waste/ effluents of all kinds shall be undertaken by the allottee/ transferee at his own cost in consultation and with the approval of the concerned Competent State Regulatory Authorities as applicable from time to time. In case of failure of allottee/transferee to take all such measures, the plot alongwith building constructed thereon shall be liable to be resumed by the Corporation.

iii) The allottee/ transferee shall further ensure to arrange the plantation of ornamental type of trees within his premises and in the front area commanded by the plot allotted/transferred to him as per layout approved by the HP SIDC Limited to improve total environment.

iv) The allottee/ transferee shall maintain thereon a good and substantial building, equipped with necessary machinery for the industry and such other staff as may be deemed necessary for the functioning of the industrial unit.

v) The allottee/ transferee shall pay on demand, the annual maintenance charges of the industrial plot as fixed from time to time by the Corporation from the date of possession or after two months from the date of allotment/transfer whichever is earlier. In the event of failure of the allottee/transferee to pay the said charges regularly to the Corporation, the Corporation shall have the right to impose penalty as deemed fit.

vi) The allottee/ transferee shall be liable to pay to the appropriate authorised agency, all existing general and local taxes, rates or cesses or charges or proposed to be levied in future on the said plot by the Competent Authority/Corporation/Local Body.

vii) The allottee/transferee:-

a) Shall have to bear the actual expenditure incurred towards cutting/repairing of road for water and sewerage connection.

b) shall have to deposit the charges for sewerage and water connection, as fixed by the Corporation from time to time

उप, पूंजीकार बड़ी
जिला सेशन (हि.प्र.)

viii) The allottee/ transferee shall not use or permit to be used the industrial plot or any building or part thereof within these premises for residential purpose or for carrying on any activity other than that of carrying on the manufacturing process. The allottee/transferee shall perform, observe and comply with all obligations and requisitions in respect of the industrial plot and building thereon and business carried therein imposed by any statute, regulations or bye-laws of any Competent Authority and also the lawful directions of any Public/Local Authority/Corporation.

ix) The Corporation shall also have the right to call for periodical progress reports every six months from the allottee/transferee starting from one year after the date of delivery about implementation of the project and if after hearing the allottee/transferee, the Competent Authority of the Corporation is of the opinion that the progress is not satisfactory, he may order resumption of the plot.

x) a) The Corporation may by its Officers and Servants at all reasonable time and manner after twenty four hours' notice in writing enter in and upon any part of the said site of building erected thereon for the purpose of ascertaining that the allottee/transferee has duly performed and observed the covenants and conditions to be performed and observed by him/her/them under these presents.

b) Provided further the Corporation also shall have full right, power and authority at all times to do through its Officers and Servants for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the allottee/transferee as first charge upon the said site, the cost of doing all or any such acts and things and all cost incurred in connection therewith or in any way relating thereto.

c) The Limited and Private Limited Companies shall be required to submit a copy of the annual return filed before the Registrar of Companies every year to the Corporation. In addition, they shall be required to submit the share-holding pattern, duly certified by a Chartered Accountant, specifically indicating therein the number of shares held by each Promoter-Director of the Company alongwith issued, subscribed and paid-up capital.

d) The Firms and Sole-Proprietorship Concerns shall be required to submit the name of Partners/Sole Proprietors to the Corporation on half yearly basis.

e) The Partnership Concerns shall be required to submit a copy of partnership deed to the Corporation on half yearly basis.

[Handwritten signature]

i) a) The allottee/ transferee will have to take water for human consumption and general purposes from the Corporation on payment in accordance with the rates fixed by it from time to time. For consumption of water for industrial purpose, the allottee/transferee will have to take prior permission from the Corporation and in case of its inability to meet with the requirements, the allottee/transferee will have to make its own arrangements.

b) The allottee/ transferee shall not dig any tubewell in his plot without prior written approval from the Corporation.

xii) In case the allottee/ transferee surrenders or seeks cancellation of plot allotment /transfer or the Corporation cancels the allotment/transfer order due to non fulfillment of conditions at any stage after the allottee/transferee has executed required documents and paid the application/allotment money/unearned increase on transfer, he shall be entitled to the refund of 75% principal amount paid by him (25% of such amount shall be deducted as administrative charges). The dues of annual maintenance/other charges shall also be deducted from out of the deposit. The allottee/transferee shall be paid the amount after deducting the amount of annual maintenance /other charges and interest, if any, payable on account of default.

xiii) a) The allottee/ transferee shall have no right to transfer by way of sale, gift, mortgage or by transfer of shares other than the original promoter declared at the time of allotment/agreement/conveyance deed or change of management or otherwise, the land or any right of the plot or the building(s) erected thereon except with the prior written approval of the Corporation. The Competent Authority of the Corporation shall have the right to refuse such request without assigning any reasons thereof. The Competent Authority while granting such permission, may impose such conditions as may be decided by the HP SIDC from time to time.

In the event of such consent being given, the Corporation shall be entitled to claim and recover 50% unearned increase or 10% of the original cost of plot whichever is higher (i.e. the difference between the final price paid and market value) of the industrial plot at the time of transfer, assignment or parting with the possession. The decision of the Corporation in respect of determination of the market value (as per prevailing market rates) shall be final and binding.

b) The allottee/ transferee may with the prior written approval from the Corporation, mortgage his rights in the industrial plot to such financial Institutions as may be approved by the Corporation.

Kumar

[Signature]

In the event of transfer or foreclosure of the mortgaged property, the Corporation shall be entitled to claim and recover the 50% un-earned increase or 10% of the original cost of plot whichever is higher as aforesaid and the amount of the Corporation's share of the said unearned increase shall be first charge having priority over the said mortgage or charge. Before transfer of assets of allottee/transferee, the Mortgagor shall have to take consent from the Corporation.

xiv) In the event of death of the allottee/transferee, the person to whom the title of the deceased devolves, shall within 3 months of such devolution inform/apply to the Corporation for transfer of plot by producing a valid Succession Certificate to the satisfaction of the Corporation

xv) Any dispute or differences arising out or in any manner touching or concerning the Agreement/Conveyance Deed shall be referred to the Sole Arbitrator of the nominee of the Secretary (Inds.) to the Government of Himachal Pradesh. The award of such Arbitrator shall be final and binding on the Corporation and the allottee/transferee. All dispute arising out between the parties shall be subject to jurisdiction of the Courts at Shimla (Himachal Pradesh) only.

xvi) The allottee/ transferee undertakes further to comply with the terms and conditions contained in the allotment letter even after the Agreement and Conveyance Deed has been executed in his favour. In case of breach of any of the terms and conditions of the Agreement and Conveyance Deed, the Corporation shall have the right to exercise its right of resumption of plot including the building erected thereon without payment of any compensation.

xvii) All the costs and expenses co-incidental to the execution of Agreement and Conveyance Deed including the cost of stamp papers duty etc. shall be borne by the allottee/transferee.

xviii) The allottee/ transferee if and so long shall fully perform and comply with and shall continue to perform and comply with each and all the terms and conditions laid down in the Allotment Letter/Agreement and provided but not otherwise the Corporation will secure the allottee/transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

xix) The allottee/ transferee would be required to start the construction work within two months from the date of allotment after getting the building plans approved from the Corporation and complete the unit as per clause 6 of this Agreement positively.

[Handwritten signature]

Nº 1144418

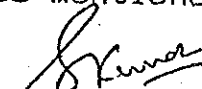
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Himachal Government Judicial Paper

In the event of failure to comply with the terms and conditions of this Allotment Letter/Agreement/Conveyance Deed, the plot allotted shall be deemed as cancelled and refund of money shall be made after deducting the administrative charges, interest, if any, dues of annual maintenance charges alongwith penal charges, unpaid water charges and any other charges outstanding at the time of cancellation.

xx) The Allotment/ Transfer letter shall also form part of this Agreement.


In witness thereof the parties to this Agreement have set their hands and seals on the dates mentioned against their signatures.


(Allottee)

Signed by the said Shri Sumeet Kumar, Director
at Shimla on the 9th day of January, 2008

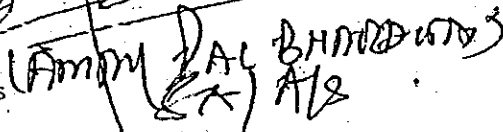
Witness

Name Kuldeep Chand
Residence VPO Pal Kwal, Dist Una (H.P.)
Occupation Pvt. Services


(Witness)

Signed by Er. S. C. Sehgal, Superintending Engineer
for and on behalf of the Himachal Pradesh State Industrial
Development Corporation Limited and acting under the
authority at Shimla on the 9th day of January, 2008 in the
presence of

Witness
Signatures
Name
Address


(Er. S. C. Sehgal) A/S

Superintending Engineer

HPSIDCL Ltd.

Shimla - 171001

उप प्रजाकार वही
मिल सेलन (हि.प्र.)

320

HIMACHAL PRADESH
STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
"NEW HIMRUS" BUILDING, CART ROAD, SHIMLA - 171001(HP)

TFI No: 2625339, 2624059. PABX NOs: 2625422, 2624752, 2624754.
FAX: 2624278.

NO HPSIDC/SFS/P-234- 5865

DATED 01-01-2008

M/s Micromax Informatics Limited,
9/52/1, Industrial Area, Kirti Nagar,
New Delhi - 15

Dear Sir,

Re:- Allotment of Industrial Plot in Industrial
Area, (SFS), Baddi, Distt. Solan, H.P.

With reference to your agreement to sell dated
24th December, 2007 for the transfer of an industrial plot in the
Industrial Area (SFS), Baddi, Distt. Solan, HP, we are pleased to
inform you that it has been decided to transfer industrial plot
no 234 in your favour, as per details given hereunder:-

i)	Plot No.	234
ii)	Tentative area of plot	1996 Sq.mtrs.
iii)	Rate of allotment	Rs.780/- PSM
iv)	Price of plot	Rs.15,56,880.00
v)	Unearned Increase	Rs.27,14,560.00
vi)	Corner Charges @ 5%	Rs. NIL
	Total cost of Plot	Rs.42,71,440.00

(Rupees Forty two lacs seventy one thousand four hundred forty
only)

2 You are required to execute an Agreement with the
Corporation on non-judicial stamp paper of Rs.3/-and subsequent
pages on non-judicial papers of Rs.1/-each, within 30 days from
the date of allotment/transfer. Please bring the papers to Shimla
Office for executing the same personally failing which the
allotment is liable to be cancelled.

3 The allottee/transferee for himself/herself/his/her
heirs, executors administrators and assigns shall
the Corporation in the manner following that is to say:-

a) The allottee/transferee shall undertake to pay the
additional price for any additional land indicated in 1 above as
determined by the Corporation which shall be payable by the
allottee/transferee within a period of 30 days from the demand
raised on the allottee/transferee.

Entered in AMC
Registered
L.R.

Manager
Jm
21/10/08

उप पंजीकार बड़ी
जिला सोलन (हि.प्र.)

3) In case of any default in the payment of any demand raised by the Corporation towards instalment of principal and interest or any other demand raised by the Corporation, the allottee/transferee shall be liable to pay it to the Corporation alongwith interest @ 15% per annum for the default period on the defaulted amount.

4) Any payment made by the allottee shall be appropriated as under:-

Firstly towards outstanding penal charges on annual maintenance, secondly towards outstanding annual maintenance charges, thirdly towards dues of water charges, fourthly against interest, if any, and lastly towards principal amount.

4. In case the allottee/transferee fails to execute Agreement as per clause 2, the allotment shall stand cancelled and amount deposited shall be refunded after deducting 15% as administrative charges.

5. The possession of plot will be handed over to the allottee subject to completing various formalities in the case of direct allotment and the allottee shall have to take over possession of plot within 30 days from the date of possession letter. In transfer cases, the possession of the plot shall be taken-over by the transferee from the transferer directly under intimation to our Baddi Office.

6. The allottee/transferee shall have to take the following effective steps within two months from the date of allotment/transfer of plot:-

To obtain a licence for industry under the Industries(Development & Regulation)Act, preparation of detailed Project Report/Project Profile and obtain DGTD/SSI, SIA Registration/Letter of Intent/IPARA(Industrial Project Approval of Reviewing Authority, H.P. Shimla-171001) as applicable to the project of the allottee/transferee.

7. Further, within two years from the date of allotment/transfer, the allottee/transferee shall fulfil the following requirements:-

(a) The allottee/transferee shall have to submit the building plans of the proposed industrial unit conforming to the building bye-laws of HPSIDC and obtain necessary approval thereof before starting the construction activities at site.

उप प्रजाकार बदी
जिला सोलन (हि.प्र.)

(b) Erect the industrial building as per approved building plans by the HP SIDC Limited in substantial and workman like manner subject to:-

- i) The allottee/transferee shall not be allowed to subdivide or amalgamate the plot (in case two or more plots have been allotted) without specific written approval of the Competent Authority.
- ii) The allottee/transferee shall not be allowed to cut/damage/destroy trees standing in the said plot without specific written approval of the Competent Authority.
- iii) The allottee/transferee shall not change the land use of the plot from Industrial purpose to any other purpose.

c) Complete the erection and installation of machinery and commence production within stipulated period of two years. Failure to discharge above obligation by the allottee/transferee shall make the plot liable for resumption by the Corporation.

d) However, in case of failure to complete the building and commencement of production within the above stipulated period is due to the reasons and circumstances beyond the control of the allottee/transferee, the Competent Authority of the Corporation may consider extension on specific request being made for such extension(s) giving detailed reasons. In case the Corporation agrees to grant extension, the allottee/transferee shall have to pay following extension fee as under.

- i) 5% of the cost of plot for first year after the lapse of normal time.
- ii) 10% cost of the plot for second year from the lapse of normal time.
- iii) 15% cost of the plot for the third year from the lapse of normal time.

No further extension shall be granted beyond three years and the plot shall be physically resumed.

उप सूजीकार बन्नी
जिला सीलन (हि.प्र.)

THE ALLOTTEE/TRANSFeree SHALL HAVE TO FOLLOW/PERFORM THE FOLLOWING FURTHER STIPULATIONS:-

i) that all mines and minerals whatsoever in or under the said site shall vest in the Government with all right and power as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the Government shall think fit with power to carryout any surface or any underground working and let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and use the surface of the said site for the purpose of doing all such things as may be convenient/necessary for the full enjoyment on the exceptions and reservations herein after contained.

Provided that the allottee/transferee shall be entitled to receive from the Government such payment for the occupation of the surface and for the damage done to the surface of building on the said site by such works and workings or letting-down as may be agreed upon between the Government and the allottee/transferee or failing such agreement as shall be ascertained by reference to the Arbitration.

ii) The allottee/transferee will ensure that the proposed Industrial Project/Unit does not create or cause to create any kind of pollution whatsoever. All measures required to be taken for disposal/treating industrial waste/effluents of all kinds shall be undertaken by the allottee at his own cost in consultation and with the approval of the concerned Competent State Regulatory Authorities as applicable from time to time. In case of failure of allottee/transferee to take all such measures, the plot alongwith building constructed thereon shall be liable to be resumed by the Corporation.

iii) The allottee/transferee shall further ensure to arrange the plantation of ornamental type trees within his premises and in the front area commanded by the plot allotted to him as per layout approved by HP SIDC Limited to improve total environments.

iv) The allottee/transferee shall maintain thereon a good and substantial building, equipped with necessary machinery for the industry and such other staff as may be deemed necessary for the functioning of industrial unit.

v) The allottee/transferee shall pay on demand the annual maintenance charges of the industrial plot as fixed from time to time by the Corporation from the date of possession or after two months from the date of allotment whichever is earlier. In the event of failure of the allottee/transferee to pay the said charges regularly to the Corporation, the Corporation shall have the right to impose penalty as deemed fit.

उप वजीर कार बरी
जिला सीलन (डि.प्र.)

vi) The allottee/transferee shall be liable to pay to the appropriate authorised agency all existing general and local taxes, rates or cesses or charges or proposed to be levied in future on the said plot by the Competent Authority/Corporation/Local Body.

vii) The allottee/transferee;

a) shall have to bear the actual expenditure incurred towards cutting/repairing of road for water and sewerage connection.

b) shall have to deposit the charges for sewerage and water connection as fixed by the Corporation from time to time.

viii) The allottee/transferee shall not use or permit to be used the industrial plot or any building or part thereof within these premises for residential purpose or for carrying on any activity other than that of carrying on the manufacturing process. The allottee/transferee shall perform, observe and comply with all obligations and requisitions in respect of the industrial plot and building thereon and business carried therein imposed by any statute, regulation or bye-laws of any competent authority and also the lawful directions of any Public/Local Authority/Corporation.

ix) The Corporation shall also have the right to call for periodical progress reports every six months from the allottee/transferee starting from one year after the date of delivery about implementation of the project and if after hearing the allottee/transferee, the Competent Authority of the Corporation is of the opinion that the progress is not satisfactory, he may order the resumption of the plot.

x) a) The Corporation may by its Officers and Servants at all reasonable time and manner after twenty four hours' notice in writing enter in and upon any part of the said site of building erected thereon for the purpose of ascertaining that the allottee/transferee has duly performed and observed the covenants and conditions to be performed & observed him/her/them under these presents.

b) Provided further the Corporation also shall have full right, power and authority at all times to do through its Officers and Servants for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the allottee as first charge upon the said site, the cost of doing all or any such acts and things and all cost incurred in connection therewith or in any way relating thereto.

The Limited and Private Limited Companies shall be required to submit a copy of the annual return filed before the Registrar of Companies every year to the Corporation. In addition, they shall be required to submit the share-holding pattern, duly certified by a Chartered Accountant, specifically indicating therein the number of shares held by each Promoter-Director of the Company alongwith issued, subscribed and paid-up capital.

) The Firms and Sole-Proprietorship Concerns shall be required to submit the name of Partners/Sole Proprietors to the Corporation on half yearly basis.

) The Partnership Concerns shall be required to submit a copy of partnership deed to the Corporation on half yearly basis.

(i) a) The allottee/transferee will have to take water for human consumption and general purposes from the Corporation on payment in accordance with the rates fixed by it from time to time. For consumption of water for industrial purpose the allottee/transferee will have to take prior permission of the Corporation and in case of its inability to meet with the requirement, the allottee/transferee will have to make its own arrangements.

b) The allottee/transferee shall not dig any tube-well in his plot without the prior written approval from the Corporation.

c) In case the allottee/transferee surrenders or seeks cancellation of plot allotment or Corporation cancel the allotment order due to non-fulfilment of conditions at any stage after the allottee/transferee has executed required documents and paid the application/allotment money/unearned increase on transfer, he shall be entitled to the refund of 75% of principal amount paid by him (25% of such amount shall be deducted as administrative charges). The dues of annual maintenance/other charges shall also be deducted from out of the deposit. The allottee/transferee shall be paid the amount after deducting amount of annual maintenance/other charges and interest, if any, payable on account of default.

उप पंजीकार बड़ी
जिल्हा सेलन (हि.प्र.)

(xiii) a) The allottee/transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise, the land or any right of the plot or the building(s) erected thereon except with the prior written approval of the Corporation. The Competent Authority of the Corporation shall have the right to refuse such request without assigning any reasons thereof. The Competent Authority while granting such permission, may impose such conditions as may be decided by the HP SIDC from time to time.

In the event of such approval being given, the Corporation shall be entitled to claim and recover 50% unearned increase or 10% of the original cost of plot whichever is higher (i.e. the difference between the final price paid and market value) of the industrial plot at the time of sale, transfer, assignment or parting with the possession. The decision of the Corporation in respect of determination of the market value (as per prevailing market rates) shall be final and binding.

b) The allottee/transferee may with the prior written approval from the Corporation mortgage his rights in the industrial plot to such financial institutions as may be approved by the Corporation.

In the event of sale or foreclosure of the mortgaged property, the Corporation shall be entitled to claim and recover 50% unearned increase or 10% of the original cost of plot whichever is higher as aforesaid and the amount of the Corporation's share of the said un-earned increase shall be first charge having priority over the said mortgage or charge. Before selling/transfer of assets of allottee/transferee, the Mortgagor shall have to take consent from the Corporation.

xiv) In the event of death of the allottee/transferee, the person to whom the title of the deceased devolves, shall within three months of such devolution inform/apply to the Corporation for transfer of plot by producing a valid Succession Certificate to the satisfaction of the Corporation.

xv) Any dispute or differences arising out or in any manner touching or concerning the Agreement/Conveyance Deed shall be referred to the Sole Arbitrator of the nominee of the Secretary(Ind.) to the Government of Himachal Pradesh. The award of such Arbitrator shall be final and binding on the Corporation and the allottee/transferee. All disputes arising out between the parties shall be subject to jurisdiction of Courts at Shimla (Himachal Pradesh) only.

उप पंजीकार बंदी
जिला सीलन (हि.प्र.)

xvi) The allottee/transferee undertakes further to comply with the terms and conditions contained in this letter even after the Agreement and Conveyance Deed has been executed in his favour. In case of breach of any of the terms and conditions of the Agreement and Sale/Conveyance Deed, the Corporation shall have the right to exercise its right of resumption of plot including the building erected thereon without payment of any compensation.

xvii) All the costs and expenses co-incidental to the execution of Agreement and Sale/Conveyance Deed including the cost of stamp papers duty etc. shall be borne by the allottee/transferee.

xviii) The allottee/transferee if and so long shall fully perform and comply with and shall continue to perform and comply with each and all the terms and conditions laid-down in the allotment letter and provided but not otherwise the Corporation will secure the allottee/transferee full and peaceful enjoyment of the rights and prevelages herein and hereby conveyed and assured.

xix) The allottee/transferee would be required to start the construction work within two months from the date of allotment after getting the building plans approved from the Corporation and complete the unit as per clause 7 of Allotment Letter positively.

In the event of failure to comply with the terms and conditions of this Allotment Letter/Agreement/Conveyance Deed, the plot allotted shall be deemed as cancelled and refund of money shall be made after deducting the administrative charges, interest, if any, dues of annual maintenance charges alongwith penal charges, unpaid water charges and any other charges outstanding at the time of cancellation.

You are requested to complete all the above formalities within stipulated period. Please quote your plot number in all future correspondence.

Thanking you,

Yours faithfully,
for H.P.S.I.D.C.Limited;

OFFICER ON SPECIAL DUTY

C.C.

The Executive Engineer, HP SIDC Limited, Industrial Area, (SFS), Baddi, Distt., Solan, H.P.

उप निजीकर नदी
किला सोलन (हि.प्र.)

Atanwar
01/01/88
OFFICER ON SPECIAL DUTY



SOM SANTI CORPORATION

Liaison Office: L6/L7, G. F., DUA COMPLEX, 24, VEER SAVARKAR BLOCK, SHAKARPUR, VIKAS MARG, DELHI - 110 092
PH. : 91-11-22445630, FAX : 91-11-22442797, E-mail : som@ndb.vsnl.net.in

December 24, 2007

THE SDO
H.P.S.I.D.C. Industrial Area
BADDI

Dear Sir,

We request you to issue NOC of Plot no. 234 in the name of M/s Som Santi Corporation.

Please acknowledge the receipt.

Thanks & Regards

For Som Santi Corporation
For Som Santi Corporation

(Auth. Sign.)

Proprietor

311

EXTRACTS FROM THE MINUTES OF MEETING OF THE BOARD OF
DIRECTORS OF COMPANY HELD ON 28th Dec.2007 AT 11:00 A.M. AT
THE CORPRATE OFFICE OF THE COMPANY AT 1/6, LOWER
GROUND FLOOR, EAST PATEL NAGAR, NEW DELHI- 110 008

RESOLVED THAT Mr. Kuldip Chand shall be signing on all papers for
registration of property at Plot No.234,HPSIDC. Indl. Area, Baddi..

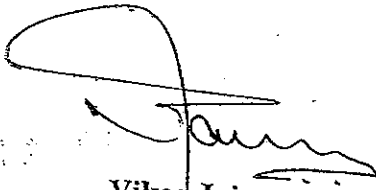
He is authorized to sign on behalf of the company on the necessary documents.
And to act on any instructions so given relating to the register agreement for the
said property.

/CERTIFIED TRUE COPY/

For Micromax Informatics Ltd.



Rahul Sharma
Director



Vikas Jain
Director

Micromax Informatics Ltd.

Mailing Address : 9/52/1, Kirti Nagar Industrial Area, New Delhi-110 015 Tel.: +91-11-45082591 / 92 • Fax : +91-11-45082593

Regd. Off. : 1/6, Lower Ground Fir, East Patel Nagar, New Delhi-110 008 (INDIA)

E-mail : info@micromaxinfo.com • www.micromaxinfo.com



SOM SANTI CORPORATION

Liaison Office: L6/L7, G. F., DUA COMPLEX, 24, VEER SAVARKAR BLOCK, SHAKARPUR, VIKAS MARG. DELHI - 110 092
PH.: 91-11-22445630, FAX: 91-11-22442797, E-mail: som@ndb.vsnl.net.in

FA-64(A)
Dec. 24, 2007

THE SUPERINTENDANT ENGINEER
HPSIDC,
SHIMLA.

SUB:- TRANSFER OF PLOT NO. 234.

Sir,

It is requested that due to some unavoidable circumstances, we are closing our factory at PLOT NO. 234, HPSIDC. Indl. Area, Baddi & we have entered into an agreement to sell the same to M/s Micro Max Informatics Ltd., 9/52/1, Industrial Area, Kirti Nagar, New Delhi - 15.

It is requested to allow transfer in the name of M/s Micro Max Informatics Ltd., 9/52/1, Industrial Area, Kirti Nagar, New Delhi - 15 at the earliest.

Thanking you,

Yours truly

For SOM SANTI CORPORATION

For Som Santi Corporation

(AUTH.SIGN.) Proprietor

Encl. : Agreement to sell.

309

DATE 29/12/0

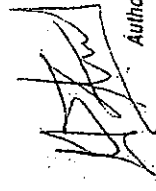
PAY San San Corporation

OR BEA

Rs. 100000/-

RUPEES Ten lacs only

For Micromax Informati


Authorised Signatory

C.A. A/c No.: 582011004514

ING Vysya Bank Limited
West Patel Nagar Branch
No.13, Main Road West Patel Nagar,
New Delhi

ING Vysya
BANK

IFSC Code : VYS4005820

DDA

AL1 N 08/10/07

11 209639 1100640101 762839 11

Bhaskar
Pachauri

308

10/12/07

Regd. & Corporate Office : 22, M G Road, Bangalore - 560 001. (Seshadri)