

Certificate No. 1010 Date 29-12-95

Under Section 41-A2 Stamp Act.
Certified that a stamp of Rs. 1867.750/- has been deposited by Shri S.K. Jain, of the ONE PART and SONIA TEXTILES LIMITED, a company duly registered under the Companies Act, 1956, having its Registered Office at 94, Arcadia, Nariman Point, Bombay (herein after called the "PURCHASER") which expression unless repugnant to the context hereof shall include its legal representatives, successors and assignees etc., through its Director, Shri Sharat Jain son of Shri Rajinder Kumar Jain, of the SECOND PART.

Received Officer
L.S. Officer
By FARMER
29-12-95

Rs. 1867.750/- in favour of
M/s Sonia Textiles Ltd, Faridabad

5410

SALE DEED

SALE CONSIDERATION

STAMP DUTY

= Rs. 1,20,50,000/-
= Rs. 18,67,750/-

THIS SALE DEED made on this 29th day of December 1995 (One Thousand Nine Hundred Ninety Five) between
HARYANA FINANCIAL CORPORATION, a body corporate established in the State of Haryana under the State Financial Corporations Act, 1951 and having its Head Office at Bays No.s : 17, 18, and 19, Sector 17-A, Chandigarh- 160017 (U.T.) (hereinafter called the "SELLER") which expression unless repugnant to the context hereof shall mean and include its successors, legal representatives and assignees etc., through its Branch Manager, Faridabad (Haryana), Shri S.K. Jain, of the ONE PART and **SONIA TEXTILES LIMITED**, a company duly registered under the Companies Act, 1956 having its Registered Office at 94, Arcadia, Nariman Point, Bombay (herein after called the "PURCHASER ") which expression unless repugnant to the context hereof shall include its legal representatives, successors and assignees etc., through its Director, Shri Sharat Jain son of Shri Rajinder Kumar Jain, of the SECOND PART.

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WHEREAS the Government of Harvana through the Department of Urban Estates, Faridabad (Harvana), now the Harvana Urban Development Authority (HUDA) was the owner of a piece of land comprising of Industrial Plot No. 32 (measuring 9.811.67 square yards) and situated in Sector-6, Faridabad -121006 (Harvana) and whereas the above mentioned industrial site was sold by the Government of Harvana through the above Department to one M/s Laxmi Industries vide Deed of Conveyance executed on 26th November 1971 and registered on the same date before the office of Sub- Registrar, Ballabgarh (Harvana). The above Deed is entered on the 26th November 1971 and brief notes of the same are entered on the same date in Book No. 1, Volume 190 on Page 376 as Document No. 3768.

WHEREAS the said property is bounded as follows :-

B O U N D A R I E S

NORTH : PLOT NO. 31 OF M/S PAHWA
CHEMICALS (P) LTD.

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SOUTH : PLOT NO. 33 OF M/S HINDUSTAN
LEATHERS LIMITED .

EAST : 100' WIDE ROAD .

WEST : PLOT NO. 29 OF M/S NEPHA
EXPORT PRIVATE LIMITED

WHEREAS the said transferee M/s Laxmi Industries had obtained loan from the Haryana Financial Corporation and in consideration of the loan, the said borrower firm mortgaged its above land and factory buildings constructed thereon along with plant and machinery installed therein with all the appurtenant rights to the Haryana Financial Corporation vide Deed of Mortgage registered on 14th DEcember 1972 before the Sub- Registrar, Ballabgarh (Haryana).

WHEREAS the partners of the said firm, namely M/s Laxmi Industries decided to transform the said firm into a private limited company under the Companies Act, 1956, it was

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thereby agreed between the partners of the previous firm and the Directors of new company that the name of the company shall be M/s Rathī Fibres & Fabrics Private Limited. Accordingly the above mentioned firm, namely M/s Laxmi Industries was transformed into a Private Limited Company known as M/s Rathī Fibres & Fabrics Private Limited.

WHEREAS thereafter the assets and liabilities of the previous firm, namely M/s Laxmi Industries were taken over by the newly incorporated company, namely M/s Rathī Fibres & Fabrics Private Limited including the loan already obtained by the said firm from the Haryana Financial Corporation.

That thereafter M/s Rathī Fibres & Fabrics Private Limited obtained additional loan from the Haryana Financial Corporation and in consideration of the additional loan, the said borrower company executed a Deed of Further Mortgage dated 25th January 1975 which was duly registered before the Office of Sub-Registrar, Ballabgarh (Haryana). Similarly, other additional loans

obtained by the said borrower company was also secured by way of Deed of Further Mortgage.

WHEREAS the loans advanced by the Haryana Financial Corporation were required to be re-paid in instalments as fully detailed in the Mortgage Deed and M/s Rathi Fibres & Fabrics Private Limited having failed to repay the loans as contemplated by the terms of the Mortgage Deeds, a right accrued to the Haryana Financial Corporation to recover its dues along with interest from the property of the said borroweer company, namely M/s Rathi Fibres & Fabrics Private Limited, duly mortgaged with the Haryana Financial Corporation

WHEREAS the Haryan Financial Corporation in exercise of its power under the Section 29 of the State Financial Corporations Act, 1951, took over the possession of the properties of the aforesaid M/s Rathi Fibres & Fabrics Private Limited for securing the repayment of loan advanced by it, the said borrower company having failed to repay the instalments of

loan in terms of the Mortgage Deeds.

WHEREAS the Haryana Financial Corporation after having taken over the possession of the Mortgaged properties has a right to transfer these properties by way of sale or otherwise to any person for consideration for recovery of its dues.

WHEREAS the Haryana Financial Corporation has a right to transfer the mortgaged properties free from all encumbrances as if the transfer has been made by the original owner and whereas the Haryana Financial Corporation have taken action against the borrower firm, M/s Rathi Fibres & Fabrics Private Limited under Sub-section (1) of the Section 29 of the State Financial Corporations Act, 1951, the Haryana Financial Corporation has become the owner in possession of the properties and whereaas now the Haryana Financial Corporation with a view to recover the amount due to it from M/s Rathi Fibres & Fabrics Private Limited hereby transfers the properties as detailed above, namely the land comprising of Industrial Plot No. 32



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(measuring 9,811.67 square yards) and situated in Sector -6. Faridabad -121006 (Haryana) with buildings constructed thereon and the machinery installed therein along with all rights appurtenant thereto and annexed with the said land, in exercise of its powers under Section 29 of the State Financial Corporations Act, 1951, for a sum of Rs. 1,20,50,000/- (Rupees One Crore Twenty Lakhs And Fifty Thousands Only) to M/s Sonia Textiles Limited, the purchaser herein.

WHEREAS the seller had already entered into an Agreement to Sell dated 2nd November 1993 with the purchaser earlier known as M/s Sonia Textiles (P) Ltd. for a total sale consideration of Rs. 1.20,50,000/- (Rupees One Crore Twenty Lakhs Fifty Thousands Only) to be paid in various instalments as stipulated in the said Agreement to Sell and whereas the purchaser had already paid the above full sale consideration to the seller and this Sale Deed is being executed in pursuance of the said Agreement To Sell and in consideration of the payment of the above sale consideration in full.



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NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-

- 1) That the seller hereby transfers and conveys all the above piece of land comprising of Industrial Plot No. 32 (measuring 9,811.67 square yards) and situated in Sector-6 , Faridabad-121006 (Haryana) with factory buildings constructed thereon and the machinery installed therein along with all rights appurtenant thereto and annexed with the said land in favour of the purchaser. M/s Sonia Textiles Limited for a total Sale consideration Of Rs. 1,20,50,000/- (Rupees One Crore Twenty Lakhs & Fifty Thousands Only).
- 2) That the purchaser had already paid the above sale consideration to the seller in full and the seller hereby acknowledges the receipt of the same.
- 3) That the seller has delivered the actual and physical possession of the land and building and machinery installed therein, hereby conveyed to the purchaser.



4) That all expenses of Stamp Duty and Registration Charges etc. have been incurred by the purchaser.

5) That the seller has delivered all title deeds of the properties hereby conveyed to the purchaser, whatsoever which were in possession of the seller and which were earlier deposited with it by the borrower firm M/s Rathi Fibres & Fabrics Private Limited.

6) That the purchaser may get the mutation and transfer of Properties hereby conveyed, sanctioned on the basis of this Deed to which the seller shall have no objection and further assures to co-operate in this respect as required under law.

7) That now the seller, Harvana Financial Corporation, its successors, legal representatives and assignees etc. is left with no right, title or interest in the properties, hereby conveyed to the purchaser.



8) That in the event, the title of the Harvana Financial Corporation being declared is found defective by any court of law, then the Harvana Financial Corporation will stand responsible for the return of the sale consideration and the registration expenses provided the property handed over to the purchaser is returned to the Harvana Financial Corporation along with the documents passed on to the purchaser under this Deed.

9) That the purchaser company, namely Sonia Textiles Limited has authorised its Director, Shri Sharat Jain son of Shri Rajinder Kumar Jain to get this Sale Deed Executed and registered in its favour by virtue of a resolution dated 25th November 1995 passed by the Board Of Directors of the Purchaser company.

IN WITNESS WHEREOF, this Deed has been executed
and signed by the executant in its official capacity, and the

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purchaser in token of the acceptance of the same on the date.
month and the year, first above written.

WITNESSES:-



1) Nikhil Chopra
Faridabad

SELLER



HARYANA FINANCIAL CORPORATION
THROUGH ITS BRANCH MANAGER,
FARIDABAD (HARYANA), SHRI S.K.
JAIN.

2)

Rajesh Sharma
S/o Sh. Gopaldev Sharma
No 436 Sector 10 FAS

For PURCHASER THRU ITS DIR

SONIA TEXTILES LIMITED
THROUGH ITS DIRECTOR
SHRI SHARAT JAIN.

DRAFTED BY:-



(KISHAN LAL CHOPRA)
ADVOCATE
61-B, RISHI NAGAR,
BALLABGARH -121004
HARYANA.